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MKATABA WA MAUZO YA KIWANJA
KATI YA

GOODLUCK PAUL SAMWEL

NA

AL HASEEB JEWELRY LIMITED

JAMUHURI YA MUUNGANO YA TANZANIA

MKATABA WA MAUZO YA KIWANJA

Mapatano haya yamefanyika leo siku ya tarehe 23 mwezi wa Feb Mwaka
2023

KATI YA

GOODLUCK PAUL SAMWEL wa sanduku la Posta nambari 36619 DAR ES
SALAAM, Tanzania ambaye atajulikana kama 'MUUZAJI'.

NA

AL HASEEB JEWELRY LIMITED wa sanduku la Posta nambari 20824 DAR ES
SALAAM (ambaye hapa atajulikana kama "MNUNUZI" kwa upande mwingine.

KWA KUWA, MUUZAJI ni mmiliki halali wa kiwanja kilicho pimwa na
kinachotambulika, kama Kiwanja Namba P19921" katika eneo la KISARAWA II,
Wilaya KIGAMBONI ndani ya Jiji la Dar Es Salaam ambapo Kiwanja hicho
kinaukubwa wa mita za mraba (17203 sqm). Kiwanja hichi kimepimwa kwaajili
ya matumizi ya kiwanda.

KWA KUWA Muuzaji anania ya kuuza kiwanja kilichotajwa hapo juu pamoja na
viambatanisho vilivyomo katika kiwanja hicho (ambacho hapa kitajulikana kama
"KIWANJA") kwa jumla ya thamani ya *fedha za Tanzania shilingi Milioni
Miamoja na thelathini tu (130,000,000/-)* na mnunuzi yuko
tayari kununua kiwanja hicho kama jinsi kilivyo.

HIVYO BASI, MUUZAJI kwa hiyari yake mwenyewe amekubali kumuuzia
MNUNUZI kiwanja hicho kilichotajwa hapo juu bila ya vikwazo vyovyote na
katika hali kama jinsi kilivyo, na pande zote mbili zimekubaliana kama ifuatavyo:-

1. KWAMBA, MUUZAJI ni mmiliki halali wa kiwanja kilichotajwa hapo juu na anania ya kumuuzia MNUNUZI kwa makubaliano yaliyomo katika mkataba huu.
2. KWAMBA, kwamakubaliano ya pande zote mbili kiwanja hicho kitauzwa kwa jumla ya *fedha za Tanzania shilingi Milioni Miamoja na thelathini tu (130,000,000/=)* ambazo zita tambulika kama *fedha kwa ajili ya manunuzi ya kiwanja hicho* ambapo malipo hayo ya fedha yatalipwa kwa awamu moja tu kama ambavyo pande zote mbili walivyokubaliana katika mkataba huu.
3. KWAMBA, malipo yaliyoainishwa katika aya ya 2 ambayo yametambulika kama *malipo ya fedha kwa ajili ya manunuzi ya kiwanja* katika mkataba huu, Ifahamike ya kwamba malipo hayo yamelipwa kwa awamu mmoja tu ambapo MUUZAJI amekiri kupokea kiasi hicho kwa tarehe ya leo ambayo mkataba huu pande zote mbili wameweka saini zao na kushuhudiwa na mwanasheria wao.
4. KWAMBA, malipo yote yafanyika kwa njia ya Benki tu na si vinginevyo kwenye akaunti Namba ifuatayo:-

Akaunti Namba: 24510016525

Jina la Akaunti: GOODLUCK PAUL SAMWEL

Jina la Benki: NMB

5. KWAMBA, MUUZAJI anapaswa kutoa nyaraka zote za umiliki wa kiwanja hicho na kumpatia MNUNUZI mara baada ya Mnunuzi katika mkataba huu kukamilisha malipo yote ya manunuzi ya kiwanja hicho.
6. KWAMBA. MUUZAJI atapaswa kutoa ushirikiano na msaada pale utakapo hitajika katika uhamishajiwa jina la umiliki wa kiwanja hicho kutoka Jina lake kwenda kwenye majina ya MNUNUZI. Gharama za kuhamisha umiliki wa kiwanja hicho zitaghariwa na Muuzaji kama ambavyo pande zote mbili walivyokubaliana.

7. KWAMBA, Muuzaji anathibitisha kuwa anahaki na mamlaka ya kuuza kiwanja kilicho tajwa hapo juu na kwamba kiwanja hicho hakina madeni wala vikwazo vyovyote.
8. KWAMBA, Kiwanja hicho kinauzwa kwa jinsikilivyo na utunzaji wowote ule utakuwa ni gharama ya MNUNUZI na kwamba MUUZAJI na MNUNUZI wote kwa pamoja wanatambua na kukubaliana hivyo.
9. KWAMBA, MUUZAJI anamthibitishia MNUNUZI wa kiwanja hicho kuwa hakina mgogoro wowote na wategemezi wake, warithi wake, Jamaa zake ndugu zake, familia yake na pia kiwanja hicho hakijawahi kuwekwa kama dhamana katika taasisi yoyote ya kibanki kwa lengo la kuchukua mkopo.
10. KWAMBA, MNUNUZI wa kiwanja hicho anakiri kwa hiyari yake mwenyewe bila kushurutishwa na mtu kuwa kiwanja hicho atakituzia na kukifanyia maendeleo kwa mujibu wa sheria inavyomtaka.
11. KWAMBA, endapo katika mkataba huu MUUZAJI au MNUNUZI atakiuka aya yoyote na kupelekea hasara yoyote basi upande utakaoathirika na kitendo hicho utakuwa na haki ya kudai fidia kutokana na ukiukwaji huo uliofanyika na unaweza kupeleka madai yake katika mahakama yoyote yenye mamlaka katika kutatua mgogoro huo na pia unaweza kuvunja mkataba na kurudia katika hali kama ilivyokuwa mwanzo.
12. KWAMBA MUUZAJI na MNUNUZI wote kwa pamoja wanakubaliana kwamba iwapo mgogoro wowote utatokea kati ya pande hizi mbili, basi mgogoro huu utatatuliwa kwa mujibu wa sheria za Jamuhuri ya Muungano ya Tanzania kwa wakati huo zimetawala.

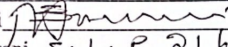
Makubaliano haya yamefanyika na kushuhudiwa na kama inavyoonekana hapa chini;

Umeshuhudiwa na Umetiwa saina hapa Dar Es
Salaam na GOODLUCK PAUL SAMWEL
Ambaye ninamfahamu/au ametambulishwa
kwangu na _____
ambaye ninayemfahamu na kumshuhudia
kwa tarehe ya leo tarehe 23 Mwezi
February 2023.



MUUZAJI

MBELE YANGU

Jina NOEL J. SHANI
Saini 
Anwani S.L.P 216
DSM
Wadhifa WAKILI

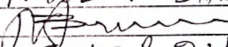


Umeshuhudiwa na Umetiwa saina hapa Dar Es
Salaam na JOHNSON MOSES
Ambaye ninamfahamu/au ametambulishwa
kwangu na _____
ambaye ninayemfahamu na kumshuhudia
kwa tarehe ya leo tarehe 23 Mwezi
February 2023.



SHAHIDI WA MUUZAJI

MBELE YANGU

Jina NOEL J. SHANI
Saini 
Anwani S.L.P 216
DSM
Wadhifa WAKILI





Umeshuhudiwa na Umetiwa MUHURI WA
KAMPUNI hapa Dar Es Salaam na
AL HASEEB JEWELRY LIMITED
Ametambulishwa kwang na

MNUNUZI

ambaye ninayemfahamu na kumshuhudia
kwa tarehe ya leo tarehe 23, Mwezi
Februari 2023.

Jina Hafeez-Ut-Ruhmanu Tariq
Saini Hafeez
Anwani 20824
DSM
Wadhifa Mkurugenzi

Jina Mphamrad Hassan Tariq
Saini H
Anwani 20824
DSM
Wadhifa Mkurugenzi

MDELE YANU

Jina NOEL J. SHANI
Saini N
Anwani 208216
DSM
Wadhifa Wakil





DAR ES SALAAM ZONAL OFFICE
 P.O. BOX 179, DAR ES SALAAM
 Tel. No. +255 22 212 0100
 Fax. No. +255 22 212 4576
 E-mail: dsms.zo@go.tz

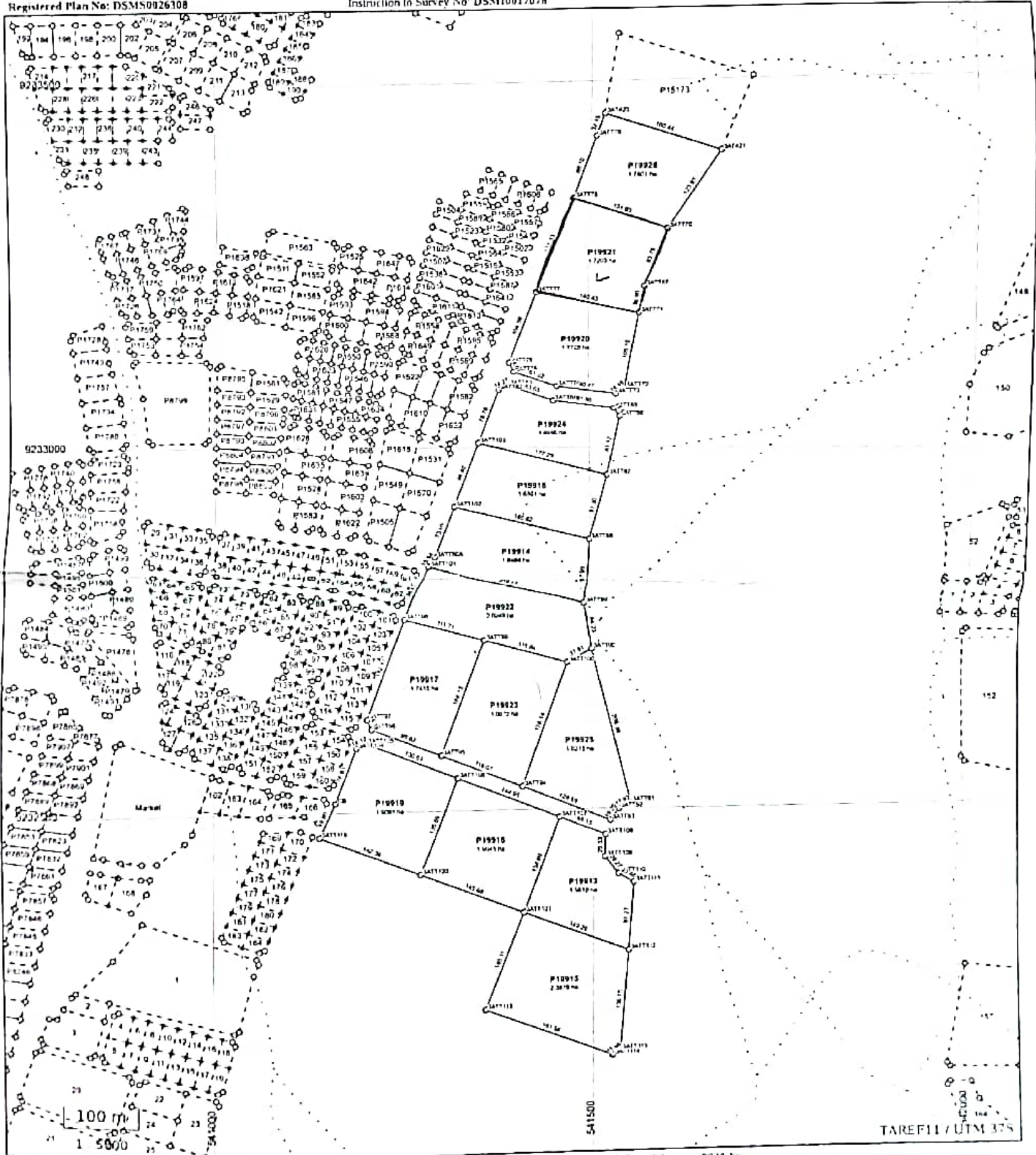


THE UNITED REPUBLIC OF TANZANIA
 MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS
 DEVELOPMENT
 SURVEY AND MAPPING DIVISION

SURVEY PLAN
SURVEY OF PLOTS AT LINGATO KIGAMBONI MUNICIPALITY

Registered Plan No: DSMS0926108

Instruction in Survey No: DSM110017078



Region Dar es Salaam
 District Kigamboni Municipal Council
 Block
 Plot No P19913-P19926

Plan generated from parcels approved on the 13th day of January 2022 by
 Geoffrey Kameta, Surveyor In Charge.

I hereby certify that the survey represented by this plan was carried out in
 accordance with the survey regulations.

Geoffrey Kameta
 Surveyor In Charge



AGREEMENT OF SALE

BETWEEN

MAGDALENA CHRISTOPHER MANGA

AND

AL HASEEB JEWERLY LIMITED

**RELATING TO THE PROPERTY WITH TITLE NO. DSMT1024175. PLOT
NO.P19926, BLOCK NO- LINGATO, KIGAMBONI MUNICIPALITY,
DAR ES SLAAM.**

**Aegis Attorneys,
Tancot House, 1st floor,
Pamba/Sokoine Drive,
S.L.P 7621,
Dar Es Salaam**

SALE AGREEMENT

THIS AGREEMENT is made this 12th day of **OCTOBER, 2022** BETWEEN

MAGDALENA CHRISTOPHER MANGA of P. O. Box 36619, Arusha Tanzania hereinafter called "**the Vendor**") of the one part

AND

AL HASEEB JEWELRY LIMITED (a company dully incorporated under the laws of Tanzania) of Post Office Box 20834, Dar es Salaam, Tanzania (hereinafter called the "**Purchaser** ") of the other part.

WHEREAS the **Vendor** is the legal owner of the property with Title No.**DSMT1024175** situate on the piece or parcel of land described as **Plot No.P19926, Block No - , Lingato Area, Kigamboni Municipality, Dar es salaam including building and other developments thereon** (hereinafter referred to as "**the Property**").

AND WHEREAS the **Vendor** is desirous of selling and the **Purchaser** is desirous of buying the said property at a consideration of **TZS. 100,000,000.00 (Tanzanian Shillings One Hundred Million Only)** (hereinafter referred to as the "**Purchase Price**").

NOW THEREFORE IT IS AGREED as follows: -

1. The **Vendor** hereby sells and the **Purchaser** hereby buys all the piece and parcel of land with **Title No. DSMT1024175** situate on the piece or parcel of land situated over **Plot No. P19926, Block No. -, Lingato Area, Kigamboni Municipality, Dar es salaam** including buildings and other developments thereon (hereinafter referred to as "**the Property**") upon the terms and conditions set out hereinafter.
2. The Purchase price being an amount of **TZS. 100,000,000.00 (Tanzanian Shillings One Hundred Million Only)** which shall be paid upon signing of this Agreement.
3. That upon payment in full amount the **Vendor** and the **Purchaser** shall execute a Deed of Transfer of the Letter of Offer of Right of Occupancy for the property sold hereunder, to be submitted to the Commissioner for Lands for his consent.
4. That the Vendor by signing this Agreement acknowledges full receipt of the said purchase price.
5. The **Vendor** and the **Purchaser** recognise and agree that this Agreement and the Deed of Transfer are subject to the consent of the Commissioner for Lands to transfer the Rights of Occupancy. The **Vendor** and **Purchaser** agree to take all necessary and/or reasonable steps to obtain the said Commissioner's consent.

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6. That the **Vendor** and the **Purchaser** hereby agree and undertake to process the transfer of legal ownership of the property and to meet all the statutory and other expenses thereto.
7. The **Vendor** hereby undertakes to sign and deliver to the **Purchaser** all the documents required to enable the Purchaser process transfer legal ownership of the property.
8. The **Vendor** recognizes that the **Purchaser** buys the property as a sole proprietor.
9. The **Vendor** shall pay Capital Gain Tax (10% of the purchase price) and stamp duty (1% of the purchase price) on the sale agreement, consent and registration fees on the Deeds of Transfer as shall be assessed by the relevant authorities.
10. The **Vendor** shall pay all outgoing levies or assessed on the properties such as land rents until such time when physical possession of the properties shall have been delivered to the **Purchaser** it being understood that the **Purchaser** shall bear all such rents, rates and other outgoing aforesaid arising and/or falling due subsequent to the delivery by the **Vendor** to the **Purchaser** of vacant possession of the properties.
11. Transfer of the Property shall be affected by the **Purchaser** upon receiving all documents required to enable transfer of the Property to be given to the **Purchaser**.
12. The **Vendor** warrants that: -
 - (a) she has good marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever;
 - (b) all restrictions, conditions and covenants (including any imposed by or pursuant to any lease affecting the Property have been observed and performed and no notice of any breach of any of the same have been received or is to the **Vendor's** knowledge likely to be received;
 - (c) all information given by or on behalf of the **Vendor** to the **Purchaser** in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respects and the **Vendor** is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
 - (d) the execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the **Vendor** is a party or of any Court order;

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- (e) the **Vendor**, as to her best knowledge, is not aware of any encroachment by the Properties onto any neighbouring property;
 - (f) the **Vendor** is not aware of any intended expropriation of the Property or any portion of it.
10. The **Vendor** shall hand over vacant possession of the Property along with all documents evidencing ownership thereto to the **Purchaser** upon signing of this Agreement.
11. Completion of this Agreement will take place on the happening of the following events:
- (a) Consent is received from the Commissioner of Lands for the transfer of the Right of Occupancy.
 - (b) Registration of the **Purchaser** as the registered owner of the said Rights of Occupancy;
 - (c) The **Purchaser** agrees to take all necessary and/or reasonable steps to obtain the said Commissioner's Consent. In the event the Commissioner's consent is denied this Agreement shall terminate and the **Purchaser** shall notify the **Vendor** and within fourteen (14) days of such notification of denial refund to the **Purchaser** the amount paid by the **Purchaser** as purchase price of the property
12. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt within this Agreement and no representation; term or warranties not contained herein shall be binding upon the parties.
13. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
14. This agreement has been executed in triplicate and each shall serve the purpose of the original.
15. Any notice or demand hereunder may be duly given to either party by prepaid post letter or other speedier mode of communication or transmittal whether manual or electronic including but not limited to telex, telefax and E-mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes forty eight hours after the posting or transmission or service thereof and in providing service it shall be sufficient to prove that the letter containing notice or demand was properly stamped addressed and put in the post office. **PROVIDED ALWAYS** that for other speedier modes of communication or transmittal or service herein it shall be

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sufficient proof of delivery or transmission of service thereof of delivered in the manner generally acceptable for that specific mode of transmittal.

16. This agreement shall be governed by the Laws of Tanzania.

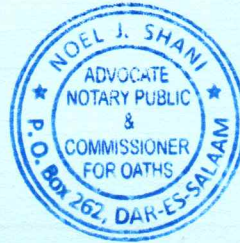
IN WITNESS WHEREOF the parties hereto have duly executed these presents on the days and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said)
MAGDALENA CHRISTOPHER MANGA "the Vendor")
who is known to me personally/has been)
introduced to my by HAFEEZ U.R. TARIQ)
the latter being known to me personally in my)
presence this 12TH day of **OCTOBER, 2022**)

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VENDOR

BEFORE ME:

Name : NOEL J. SHANI
Signature : [Signature]
Qualification : ADVOCATE



SIGNED and DELIVERED by the said)
AL HASEEB JEWELRY LIMITED "the Purchaser")
"the Purchaser" who is known to me personally/has been)
Introduced to me by _____)
in my presence this 12TH day of **OCTOBER, 2022**)

COMPANY SEAL

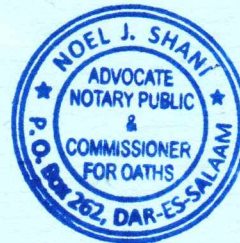
DIRECTORS:

1. Names : HAFEEZ-UR-RAMAN TARIQ
Signature : [Signature]
Qualification : DIRECTOR

2. Names : MOHAMED HASSAN TARIQ
Signature : [Signature]
Qualification : Director

BEFORE ME:

Name : NOEL J. SHANI
Signature : [Signature]
Qualification : ADVOCATE





THE UNITED REPUBLIC OF TANZANIA
CERTIFICATE OF OCCUPANCY
 THE LAND ACT, Cap 113
 (Under Section 29)



Title Number: **DSMT1024175**

Date of Registration: **31-May-2022 [06:58]**

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REGISTRAR OF TITLES
 (07-Jun-2022)

Registered under section 27 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that **MAGDALENA CHRISTOPHER MANGA** of P.O. BOX 36619, Arusha City Council, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **sixty six (66) years** from **the first day of April two thousand and twenty two** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

II. DESCRIPTION OF THE PROPERTY

District: Kigamboni
 Location: LINGATO
 Block: -
 Plot No.: P19926
 Area: 17,600.52 Square Metres
 Reg. Plan No.: DSMS0026308

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	541517.73	9233456.57
2	541670.26	9233404.53
3	541603.02	9233300.35
4	541478.29	9233343.35
5	541507.35	9233426.53

