

AGREEMENT FOR THE SALE OF LAND

BY AND BETWEEN

**CONRAD IBRAHIM KAYENZE
AND**

**MARY PIUS KAFUKU
AND**

FIRMNESS REAL ESTATE LIMITED

**FOR THE SALE OF UNSURVEYED LAND LOCATED AT SAENI STREET,
MISUGUSUGU, KIBAHA, COASTAL REGION.**

DRAWN BY: -

**Winstlaw Attorneys
3rd Floor, Jangid Plaza
Ali Hassan Mwinyi Road,
Plot No.G6
P.O. Box 32080
DAR ES SALAAM**

AGREEMENT FOR THE SALE OF LAND

This Agreement is made at Dar es Salaam on this ^{04th} day of May 2023

By and between

CONRAD IBRAHIM KAYENZE a natural person, with a National Identification Number **19730628-16111-00001-25** and resident of DAR ES SALAAM hereinafter called the **Vendor(s)**, (and which expression shall where the context so admits include permitted successors and assigns) of the **ONE PART**.

AND

MARY PIUS KAFUKU a natural person, with a National Identification Number **19791113-14133-00001-18** and resident of DAR ES SALAAM hereinafter called the **Vendor(s)**, (and which expression shall where the context so admits include permitted successors and assigns) of the **ONE**


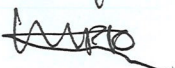
And

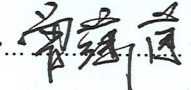
FIRMNESS REAL ESTATE LIMITED, a limited liability company incorporated under the laws of Tanzania whose registered address is within the City of Dar es Salaam of Postal Office Box 20653 Dar es Salaam, hereinafter called the **Purchaser**, (and which expression shall where the context so admits include permitted successors and assigns) of the **OTHER PART**.

WHEREAS the Vendors being husband and wife absolutely seized and possessed of or well and sufficiently entitled to the unsurveyed land (collectively and/ or severally owned) located at Saeni Street, Misugusugu Ward, within Kibaha Council – Coast Region hereinafter referred to as "the Property";

WHEREAS the Vendors absolutely warrants that they own and occupy the said unsurveyed land with the property sized **2.13 acres** located at Saeni street, Misugusugu ward, within Kibaha Council – Coast Region as per the survey map attached to this agreement.

WHEREAS the Vendors has offered to sell the Property to the Purchaser together

Vendor... 


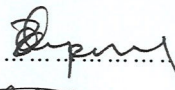

Purchaser... 


with all exhausted and unexhausted improvements made, carried, and undertaken on the property, subject to the terms and conditions hereinafter appearing, and the Purchaser has agreed to buy the said property as it is more particularly described in the sketch map.

WHEREAS the Vendors shall not grant to anyone or the public a charge-free license, easement, right of way, or trackage rights pursuant to which the Vendors shall have the exclusive obligation and duty to close, block and stop the public or anyone enjoys a charge-free license, easement, right of way or trackage rights to the property as per the approved Deed Plan duly incorporated in the survey plan upon payment of the first installment and execution of the agreement as it shall cause the Purchaser to fail to conduct smoothly operations of the intended business plan thereto

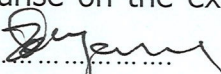
NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The boundaries of the said unsurveyed land are;
 - a. Eastern sided by MOSES KABUHAYA
 - b. Western sided by RICHARD MASIKA
 - c. Northern sided by TRA / ROAD
 - d. Southern sided by FIRMNESS REAL ESTATE LTD.
2. The Vendors shall sell and the Purchaser shall buy the said property free from any encumbrances, lien, or third-party notice for consideration of **Tanzania Shillings 13,000,000/= per acre, whereby Purchase price for the whole 2.13 acres herein referred as "Property" is Tanzania Shillings 27,690,000/= say Twenty-Seven Million Six Hundred Ninety Thousand.**
3. The parties agreed to conduct a survey on the said unsurveyed land located at Saeni Street, Misugusugu Ward, within Kibaha Council – Coast Region under the ownership of the Vendors for the purpose of obtaining actual land size and land usage at the costs of the Purchaser and obtained sketch drawing forming part of this agreement.
4. The payment of purchase price shall be paid as follows;
 - a. The parties agree that the Purchaser shall pay 50% of the purchase price as the initial and first installment payment of the agreed Consideration/ Purchase price after execution of this Agreement for the Sale of Land.

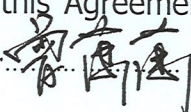
Vendor.....



Purchaser.....


- b. The parties agree that the Purchaser shall pay the final Instalment of the remaining 50% of the purchase price of the agreed Consideration/ Purchase price within sixty (60) working days after execution of this agreement and upon acquiring Approved Survey Plan and Town Plan.
5. That in the event the vendor breaches the terms and conditions of the agreement together with the failure to do handover of the property to the Purchaser, the Vendors shall reimburse the Purchaser the whole amount paid with interest at a commercial rate of 10% per annum together with subsequent costs incurred thereto.
6. If the Purchaser shall not abide by the terms of this agreement, the Vendor shall be at liberty to claim compensation and interest at a commercial rate of 10% per annum together with subsequent costs incurred thereto.
7. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute all the documents for the conveyance of the said property by the Vendor to the Purchaser and the parties undertake and shall use their best endeavors to seek and obtain or cause to be sought and obtaining Leasehold agreement under derivative right in the name of the Purchaser or as the purchaser shall be deemed fit from the Tanzania Investment Center.
8. That the execution of this agreement, forms, and other supporting documents necessary including payment of initial installment hereto is subject to the Vendor granting access to the demised premises for the purpose of the construction of the boundary wall or any structure or leveling land, and clearing area, mobilizing the equipment and machinery for construction purpose by the Purchaser and in the event, such access is not granted the Vendor shall reimburse the Purchaser all those payments made in advance.
9. The Purchaser shall pay the costs of Survey of the said property and other costs on lodging and obtaining the leasehold title from relevant authorities, Before and/ or Upon execution of this agreement and before the Initial payment is made by Purchaser, Vendor shall surrender all the original documents from Street council (Including minutes and Introduction letters on proof of ownership) and agreement used or executed on obtaining the said property.
- a. That the documents mentioned in paragraph 9 above shall be submitted to the third party (Law firm) as custodian of the said documents, until when both parties fulfill their obligations.
10. The Purchaser reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as

Vendor.....



Purchaser.....

may be revealed by the usual due diligence and inquiries from the relevant authorities.

11. That all payments shall be made direct to the following bank account as attached to this agreement only and proof of payment shall be delivered to the Vendors, the Bank account shall be as follows;

Bank Name: CRDB BANK Plc
Account name: CONRAD IBRAHIM KAYENZE
Account Number: 0152253592600
Location: Kibaha Branch
Currency: TSH

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

13. AMENDMENTS

No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

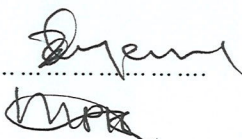
14. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part thereof, or the right of any Party to enforce the provisions of this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

Vendor.....



Purchaser.....



16. GOVERNING LAW

This Agreement shall be construed and governed in accordance with the Tanzania Law.

17. JURISDICTION

Any dispute or difference which may arise between the parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of the competent authority in Tanzania.

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

Signed and delivered by the said
CONRAD IBRAHIM KAYENZE
and delivered before us,
this 04th day of May 2023

[Signature]
.....
VENDOR



[Signature]
.....
VENDOR



BEFORE ME:
Name: *Eric Luimuka*
Address: *P.O. Box 32080 DSM*
Signature: *[Signature]*
Designation: Advocate/Commissioner for Oaths



Signed and delivered by the said
MARY PIUS KAFUKU
and delivered before us,
this 04th day of May 2023

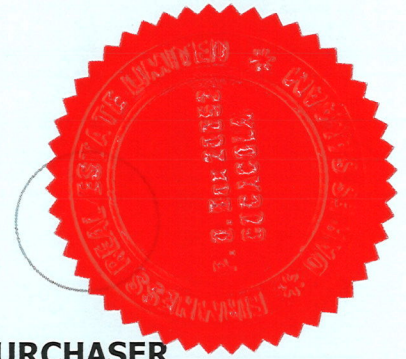
BEFORE ME:
Name: *Eric Luimuka*
Address: *P.O. Box 32080 DSM*
Signature: *[Signature]*
Designation: Advocate/Commissioner for Oaths



Vendor.....
[Signature]
[Signature]

Purchaser.....
[Signature]

SEALED with the COMMON SEAL of
FIRMNESS REAL ESTATE LIMITED and
DELIVERED in the presence of us:
this 04th day of May 2023
at Dares Salaam



PURCHASER

Name ZENG XIAO XIAO
Designation Director
Signature [Signature]
Date 04/05/2023

Name.....
Designation.....
Signature.....
Date.....

BEFORE ME:

Name: Edrick Luimuka
Address: P.O. Box 32080, DSM
Signature: [Signature]
Designation: Advocate/Commissioner for Oaths



**THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES IN OUR PRESENCE, AND
WITNESSED BY THE STREET GOVERNMENT OF SAENI, MISUGUSUGU WARD IN
KIBAHA COUNCIL – COASTAL REGION.**

SIGNED AND STAMPED THIS DAY OF 05/05/2023

NAME JUMA M. NGWEHA
SIGNATURE [Signature]

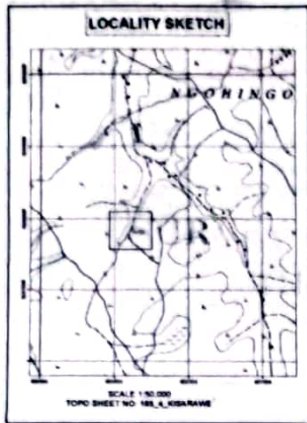
NAME ANWEY Y. MWAHARI
SIGNATURE [Signature]



Vendor [Signature]
[Stamp]

Purchaser [Signature]

SURVEY OF PLOTSBLOCK..."E".....AT SAENI, KIBAHA TOWNSHIP-COAST REGION



SURVEY APPROVED

 REGIONAL LAND SURVEYOR
 COAST REGION
 Date: 09/06/2023

19/KBH/310/092013B

COORDINATES SYSTEM: TAREF 11 UTM 37S

479500

479750

480000

COMPS No. **E'315AW**
 MP No. **185/1V/8VOLV**
 STD SHEET No. **185/1V**
 ACTION CC.....
 PLAN No. **E'315/3347**

Amendments made by Scale 1:2500
 (i) **MASHAKA-N. (Plot no) 7623**
 (ii).....
 (iii).....
 Photostat copies sent to
 (i).....
 (ii).....
 (iii).....

Plan drawn by Gosbeth Kivike
 I hereby certify that the survey represented by this
 plan was carried out in accordance with the survey
 regulations

Angina Date: **30.05.2023**

OLIVER F.MGINA
 LICENCED LAND SURVEYOR
 MILLENNIUM SURVEYORS CO. LIMITED

Registered Plan No. **179097**