

SALE AGREEMENT

THIS AGREEMENT is made at Dar es Salam this...10... day of...SEP....., 2024.

BETWEEN

MUSTAQUIM MURTAZA DARUGAR and **ZAHRA MUSTAQUIM DARUGAR** of P.o.box 21431, **DAR ES SALAAM**, herein after referred to as **"VENDORS"** of one side, this includes if any beneficiaries who derives interests of the aforementioned parcel of land.

AND

AFROSIA INTERNATIONAL LIMITED, the company incorporated under the Laws of Tanzania, with registration Number **142184923** and Postal Address No. **23250, DAR-ES-SALAAM** . Telephone number **0789 333363**, Email :**subrat.pateltz2015@gmail.com**, (hereinafter referred as **"PURCHASER"**) which expression shall mean and includes its successors, assignees and affiliates) of the other part.

WHEREAS: the Vendors are legal owners of a piece or parcel of land of square meters **8109**, known as **Plot No. 637, Block "B"** comprises of **Certificate No. 170128, L.O. 757101, Ref No. BAG/LD/32361** situated at **MAKURUNGE AREA, BAGAMOYO URBAN AREA, PWANI REGION** (hereinafter called the **"THE PROPERTY"**), together with all the unexhausted improvements and other developments thereon, being land held under the afore-mentioned certificate of occupancy.

WHEREAS: the **VENDORS** are lawful capable to dispose herein identified property which is located on **Plot No. 637, Block "B"** comprises of **Certificate No. 170128, L.O. 757101, Ref No. BAG/LD/32361** situated at **MAKURUNGE AREA, BAGAMOYO URBAN AREA, PWANI REGION** hereinafter referred to as **"property"**.

WHEREAS: the Vendors are desirous of selling and Purchaser is desirous of purchasing the property at the contract price of **TZS. One Hundred One Million Three Hundred Sixty-two Thousand Five Hundred One Only (TZS. 101,362,500 /=-)**.

NOW THEREFORE THIS AGREEMENT WITNESS AND THE PARTIES AGREE AS FOLLOWS:

- 1.0 That, the Vendors are hereby sell and Purchaser hereby purchase all the piece and parcel of the land known as **Plot No. 637, Block "B"** comprises of **Certificate No. 170128, L.O. 757101, Ref No. BAG/LD/32361** situated at **MAKURUNGE AREA, BAGAMOYO URBAN AREA, PWANI REGION** together with all the unexhausted improvements and other developments thereon, being land held under the afore-mentioned certificate of occupancy.

- 2.0. In consideration of mutual agreement hereinafter contained, the parties hereby agreed that the Contract Price shall be Tanzanian Shillings **One Hundred One Million Three Hundred Sixty-two Thousand Five Hundred One Only (TSHS. 101,362,500/=)**, payable in one installment through bank deposit in USD. account No. 003300953670001 or TZS. Account No. No. 003380953670001 at **AMANA Bank**, operated in the name of **MUSTAQUIM MURTAZA DARUGAR**.
- 3.0. Both parties signing this agreement to acknowledge payment and receiving of the full amount of contract price paid on...10/09/2024 through the afore mentioned bank account.
- 4.0. That, upon payment of the contract price, **VENDORS** shall give to **PURCHASER** vacant possession of the property and shall hand over all original documents of ownership on the date of signing of this agreement and payment of the contract price and thence cease to have possession of the property sold herein. All risk and profit shall pass to **PURCHASER** upon handing over of the Property by the **VENDORS**.
- 5.0. That, The Vendors shall pay site rates, land rent, service charges and all other outgoings if any) and all charges and outgoing due payable on the property up to the date of executing this Agreement and the Purchaser shall make payment for capital gain, stamp duty and the registration fee for the transfer of property from the Vendors to Purchaser.
- 6.0. That, the Vendors warrants that the property: -
- 6.1. has a good marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease and that she has the mandate to sell it to purchaser and to give a good title.
- 6.2. The Vendors, as to their best knowledge are not aware of any encroachment by the Property onto any neighbouring property; and
- 6.3. The Vendors are not aware of any intended expropriation of the Property or any portion of it.

- 6.4. All information given by or on behalves of the vendors to the Purchaser in the course of negotiations leading to this Agreement are true complete and accurate in all respect and the Vendors are not aware of any facts or matters which would render such information misleading;
- 6.5. The execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the vendors are a party.
- 6.6. The vendors shall hand over vacant possession of the Property to the Purchaser handing over the Certificate of Title, to with the Title.

7.0 Other Conditions

Approval and Easement Rights;

- 7.1. That the present agreement is at all times be kept confidential between the parties to the present agreement.
- 7.2. In case any dispute or difference arising between the parties to this agreement the same shall first be settled amicably and whoever is aggrieved will refer the matter to court or tribunal having jurisdiction on the matter.
- 7.3. This Agreement and Deed of Transfer thereto to be executed by the parties if any are subject to the approval of the Commissioner for Lands or any other appropriate authority thereby being granted powers for the proposed transfer (hereafter referred to as **"the said approval"**).
- 7.4. That the borders piece of land shall be shown by the vendors to the purchaser and the same shall remain as they are on the sketch map of the title deed.
- 7.5. If the said approval of the Commissioner for the Lands or any other appropriate authority is not granted for reasons attributed by the Vendors, Purchaser shall be reimbursed by the Vendors the purchased price plus interest at the prevailing commercial rate, then neither party shall have no claim against each other and each parties hereto shall revert to the original position.

- 7.6. That, the parties hereto undertake to execute and do all such acts, deeds, assurances and things as may be necessary to perfect the intentions expressed or implied under this Agreement.
- 7.7. That, if the Vendors breaches any obligations herein, she shall be liable to compensate Purchaser for any loss it may suffer including refund of the contract price.
- 7.8. That transfer of the Property shall be effected by the both parties. Each party shall be called upon to do so by attending to the transfer, sign all documents required to be signed, and furnish all documents required to be furnished, by that party to enable transfer of the Property to be given to Purchaser. If the vendors is not available to attend and assist in the transfer process her legal representative heirs, successors or her children or sibling or any near relative shall be called to attend and assist in the transfer process.
- 7.9. That, 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.
- 7.10 That, if any provision in this agreement (or part of a provision) is found by any court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remaining provision(s) of this agreement shall not be affected.
- 7.11 That, this Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- 7.12 That, this agreement has been executed in triplicate and each shall serve the purpose of the original.
- 7.13 The Covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors.

- 7.14 This agreement together with all agreements and other documents executed contemporaneously with it constitutes the entire agreement between the parties in relation to the subject matter and supersedes all prior agreements and understandings whether oral or written with respect to that subject matter.
- 7.15 That, any notice or demand shall be sent by registered mail and shall be deemed to have been duly served when the same would in the ordinary course have reached its destination and in providing such service it shall be sufficient to prove that the letter containing the notice or demand was properly addressed and stamped and put into the Post Office. Until written notice to the contrary shall have been given to the party concerned, all notices or demands shall be sent to the addresses hereinabove appearing.
- 7.16 That, this agreement shall be governed by the Laws of United Republic 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 MUSTAQUIM MURTAZA DARUGAR who is known to me personally/identified to me by Subrat Patel the later being known to me personally this 10 day of the month of SEP the year 2024.


VENDOR



WITNESSED BY

Full Name: MWAJUMA CHOGGY
Signature: 
Postal Address: 78013- DAR ES SALAAM
Designation: NOTARY PUBLIC/ADVOCATE




SIGNED and DELIVERED by the said ZAHRA MUSTAQUIM DARUGAR who is known to me personally/identified to me by Subrat Patel the later being known to me personally this 10 day of the month of SEP the year 2024.


VENDOR



WITNESSED BY

Full Name: MWAJUMA CHOGGY
Signature: 
Postal Address: 78013- DAR ES SALAAM
Designation: NOTARY PUBLIC/ADVOCATE



SIGNED and **DELIVERED** at Dar es Salaam for and
On behalf of the said **AFROSIA INTERNATIONAL LIMITED**

COMPANY SEAL

TRANSFEEEE

in my presence this 10 day of SEP 2024

Full Name: Subrat Kumar Patel

Signature: [Signature]

Postal Address: **P.O.BOX 23250, DAR ES SALAAM**

Designation: **DIRECTOR**



Full Name: Rupali Ganguly

Signature: [Signature]

Postal Address: **P.O.BOX 23250, DAR ES SALAAM**

Designation: **DIRECTOR**



WITNESSED BY

Full Name: **MWAJUMA CHOGGY**

Signature: [Signature]

Postal Address: **78013- DAR ES SALAAM**

Designation: **NOTARY PUBLIC/ADVOCATE**

