

CONTRACT FOR A DISPOSITION OF LAND

(Under Section 64)

THIS AGREEMENT is made this 26th day of October, 2023

BETWEEN

ABDALLAHAMANI ABDALLAH MOHAMEDI being an adult male natural person and resident of Mafia with National Identification No. _____ (hereinafter referred to as "**the Seller**" which expression shall, where the context so admits include her successors in title and assignees) of the one part,

AND

ROSALIE ARENAS IBAY and KAERY BAPTISTE KAYLER, (hereinafter referred to as "**the Buyers**" which expression shall, where the context so admits include her successors in title and assignees) of the other part.

WHEREAS:

- A. The Seller is the owner of landed property situated on Kiengeni Village, Mafia Municipality, Pwani Region (hereinafter referred to as "**the Property**")
- B. The Seller is desirous of selling the Property to the Buyers and the Buyers are desirous of buying the Property from the Seller at a consideration of the sum of Tanzania Shillings Seven Million Sixty Thousands only (Tshs. 7,600,000.00) (hereinafter referred to as "**the Purchase Price**" on the terms and conditions hereinafter appearing.
- C. Prior execution of this contract the parties on the 31st August, 2023 executed a hati ya mauzo yae neo before the Afisa Mtendaji wa Serikali ya Kijiji. Parties agree that the terms of that contract to form part of this contract.

NOW THIS AGREEMENT WITNESSETH as follow: -

1. DESCRIPTION OF THE LAND

The land the subject of this Contract is all that piece of land known as Kiengeni Village, Mafia Municipality, Pwani Region, (hereinafter referred to as "**the Property**") with the following demarcation;

- North - Main Road
- South - Bakari Abdallah
- East - Rosalie Arenas Ibay and Kaery Baptiste Kayler
- West - Abdallah Mzee

2. CONSIDERATION

The agreed purchase price is Tanzania Shillings Seven Million Sixty Thousands only

Certified as True Copy of the Original
Nuru Aiko Malambughu
Advocate, Notary Public & Commissioner
for Oaths
Sign: _____
Date: 27th July 2024

(Tshs. 7,600,000.00) (hereinafter referred to as "the Purchase Price"). The Purchaser has paid the Seller the whole amount of Tanzania Shillings Seven Million Sixty Thousands only (Tshs. 7,600,000.00) as a consideration amount on the 31st August, 2023.

3. MODE OF PAYMENT

The Purchase Price has already been paid in full at the time of execution of this contract.

4. EXECUTION OF APPLICATION FOR RIGHT OF OCCUPANCY

Simultaneously with the signing of this Contract there has also be signed such Deeds and all other application for right of occupancy documents as are prescribed under the Land Act, 1999.

5. DELIVERY OF POSSESSION OF THE PURCHASED PROPERTY TO THE BUYER

The Seller shall have delivered the Purchased Property to the Buyer promptly after the Purchase Price has been fully paid to the Seller.

6. COVENANTS BY THE SELLER

6.1 The Seller has good marketable title to the Property and it is not subject to any third party claim or any other encumbrances whatsoever.

6.2 All information given by or on behalf of the Seller in the course of negotiations leading to this Contract was, when given, true and remain true, complete and accurate in all respects and the Seller is liable in case any of the information given turn to be untrue incomplete, inaccurate or misleading.

6.3 The Seller is not aware of any encroachment by the Property onto any neighboring property or of any intended expropriation of the Property or any portion thereof.

7. CONDITION OF PROPERTY

The Buyer confirms that he has had the prior opportunity to inspect the Plot and has agreed that the same is in a good condition.

8. DISPUTES SETTLEMENT

Both Parties hereby agree that, without prejudice to the right of the Parties under this Contract or under any relevant law, they will use their reasonable endeavor to ensure that all disputes in connection with this Contract are settled amicably. If no resolution shall be achieved the matter shall be referred to the court of competent jurisdiction in Tanzania.

9. CONSENT FEES, STAMP DUTY, AGENT'S COMMISSION, REGISTRATION FEES, VALUATION FEES, LEGAL COSTS, TAXES, CAPITAL GAINS TAX AND OTHER EXPENSES

- 9.1 The Buyer shall pay consent fees, stamp duty, registration fees on the Deed of Transfer and valuation Expenses.
- 9.2 The Buyer shall bear all legal costs relating to the preparation of this contract and conveyancing.
- 9.3 The Seller shall pay capital gains tax, agent's commission and all outstanding land rates and utilities charges up to the date of execution of the handing over the Property to the Buyer.

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

SIGNED and DELIVERED at Mafia |
 by the said ABDALLAHAMANI ABDALLAH |
 MOHAMEDI who has been identified to me by |
 the latter being known to me |
 personally this 12th day of October, 2023 | SELLER

Name:- Philip Inow Irumu
 Signature: [Signature]
 Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia |
 by the said ROSALIE ARENAS IBAY |
 who has been identified to me by | Rosalie a Ibay
 the latter being known to me |
 personally this 12th day of October, 2023 | BUYER

Name:- Philip Inow Irumu
 Signature: [Signature]
 Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia |
 by the said KAERY BAPTISTE KAYLER |
 who has been identified to me by | Kaery B Kayler
 the latter being known to me |
 personally this 12th day of October, 2023 | BUYER

Name:- Philip Inow Irumu
 Signature: [Signature]
 Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

Certified as True Copy of the Original
Neru Aiko Malambughi
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: [Signature]
 Date: 30/10/2024

(Under Section 64)

THIS AGREEMENT is made this 24th day of January, 2024

BETWEEN

SHAHA SAIDI SHAHA being an adult natural person and resident of Mafia with National Identification No. _____, (hereinafter referred to as "the Seller" which expression shall, where the context so admits include her successors in title and assignees) of the one part,

AND

ROSALIE ARENAS IBAY and KAERY BAPTISTE KAYLER, (hereinafter referred to as "the Buyers" which expression shall, where the context so admits include her successors in title and assignees) of the other part.

WHEREAS:

- A. The Seller is the owner of landed property situated on Kiengeni Village, Mafia Municipality, Pwani Region (hereinafter referred to as "the Property")
- B. The Seller is desirous of selling the Property to the Buyers and the Buyers are desirous of buying the Property from the Seller at a consideration of the sum of Tanzania Shillings Twelve Million only (Tshs. 12,000,000.00) (hereinafter referred to as "the Purchase Price" on the terms and conditions hereinafter appearing.
- C. Prior execution of this contract the parties on the 23.01.2024 executed a hati ya mauzo yae neo before the Afisa Mtendaji wa Serikali ya Kijiji. Parties agree that the terms of that contract to form part of this contract.

NOW THIS AGREEMENT WITNESSETH as follow: -

1. DESCRIPTION OF THE LAND

The land the subject of this Contract is all that piece of land known as Kiengeni Village, Mafia Municipality, Pwani Region, (hereinafter referred to as "the Property") with the following demarcation;

- North - Rosalie Arenas Ibay and Kaery Baptiste Kayler (Rose of Africa)
- South - Omari Husein
- East - Fatuma Abdallah
- West - Nyimadi Makame

The parcel of land has measurements of 25m and 70m being Length and Width respectively.

2. CONSIDERATION

Date: 5th Jan 2024
Sign: [Signature]
Nuru Aiko Matambughu
Advocate, Notary Public & Commissioner
Certified as True Copy of the Original
\$

The agreed purchase price is Tanzania Shillings Twelve Million only (Tshs. 12,000,000.00) (hereinafter referred to as "the Purchase Price"). The Purchaser has paid the Seller the whole amount of Tanzania Shillings Twelve Million only (Tshs. 12,000,000.00) as a consideration amount on the 23.01.2024.

3. MODE OF PAYMENT

The Purchase Price has already been paid in full at the time of execution of this contract.

4. EXECUTION OF APPLICATION FOR RIGHT OF OCCUPANCY

Simultaneously with the signing of this Contract there has also be signed such Deeds and all other application for right of occupancy documents as are prescribed under the Land Act, 1999.

5. DELIVERY OF POSSESSION OF THE PURCHASED PROPERTY TO THE BUYER

The Seller shall have delivered the Purchased Property to the Buyer promptly after the Purchase Price has been fully paid to the Seller.

6. COVENANTS BY THE SELLER

6.1 The Seller has good marketable title to the Property and it is not subject to any third party claim or any other encumbrances whatsoever.

6.2 All information given by or on behalf of the Seller in the course of negotiations leading to this Contract was, when given, true and remain true, complete and accurate in all respects and the Seller is liable in case any of the information given turn to be untrue incomplete, inaccurate or misleading.

6.3 The Seller is not aware of any encroachment by the Property onto any neighboring property or of any intended expropriation of the Property or any portion thereof.

7. CONDITION OF PROPERTY

The Buyer confirms that he has had the prior opportunity to inspect the Plot and has agreed that the same is in a good condition.

8. DISPUTES SETTLEMENT

Both Parties hereby agree that, without prejudice to the right of the Parties under this Contract or under any relevant law, they will use their reasonable endeavor to ensure that all disputes in connection with this Contract are settled amicably. If no resolution shall be achieved the matter shall be referred to the court of competent jurisdiction in Tanzania.

9. CONSENT FEES, STAMP DUTY, AGENT'S COMMISSION, REGISTRATION FEES, VALUATION FEES, LEGAL COSTS, TAXES, CAPITAL GAINS TAX AND OTHER

EXPENSES

- 9.1 The Buyer shall pay consent fees, stamp duty, registration fees on the Deed of Transfer and valuation Expenses.
- 9.2 The Buyer shall bear all legal costs relating to the preparation of this contract and conveyancing.
- 9.3 The Seller shall pay capital gains tax, agent's commission and all outstanding land rates and utilities charges up to the date of execution of the handing over the Property to the Buyer.

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

SIGNED and DELIVERED at Mafia
by the said **SHAHA SAIDI SHAHA**
who has been identified to me by
..... the latter being known to me
personally this 24th day of January, 2024

[Signature]
SELLER



Name:-
Signature: *[Signature]*
Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia
by the said **ROSALIE ARENAS IBAY**
who has been identified to me by *[Signature]*
..... the latter being known to me
personally this 24th day of January, 2024

[Signature]
BUYER



Name:-
Signature: *[Signature]*
Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia
by the said **KAERY BAPTISTE KAYLER**
who has been identified to me by *[Signature]*
..... the latter being known to me
personally this 24th day of January, 2024

[Signature]
BUYER



Name:-
Signature: *[Signature]*
Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

Certified as True Copy of the Original
NURU AIKO MALAMBUDI
Advocate, Notary Public & Commissioner
for Oaths
Sign: *[Signature]*
Date: 24th January 2024

CONTRACT FOR A DISPOSITION OF LAND

(Under Section 64)

THIS AGREEMENT is made this 26th day of October, 2023

BETWEEN

KASSIMU BASHIRU being an adult male natural person and resident of Mafia with National Identification No. _____ (hereinafter referred to as "the Seller" which expression shall, where the context so admits include her successors in title and assignees) of the one part,

AND

ROSALIE ARENAS IBAY and KAERY BAPTISTE KAYLER, (hereinafter referred to as "the Buyers" which expression shall, where the context so admits include her successors in title and assignees) of the other part.

WHEREAS:

- A. The Seller is the owner of landed property situated on Kiengeni Village, Mafia Municipality, Pwani Region (hereinafter referred to as "the Property")
- B. The Seller is desirous of selling the Property to the Buyers and the Buyers are desirous of buying the Property from the Seller at a consideration of the sum of Tanzania Shillings Eight Hundred Thousands only (Tshs. 800,000.00) (hereinafter referred to as "the Purchase Price" on the terms and conditions hereinafter appearing.
- C. Prior execution of this contract the parties on the 31st August, 2023 executed a hati ya mauzo yae neo before the Afisa Mtendaji wa Serikali ya Kijiji. Parties agree that the terms of that contract to form part of this contract.

NOW THIS AGREEMENT WITNESSETH as follow: -

1. DESCRIPTION OF THE LAND

The land the subject of this Contract is all that piece of land known as Kiengeni Village, Mafia Municipality, Pwani Region, (hereinafter referred to as "the Property") with the following demarcation;

- North - Main Road
- South - Rosalie Arenas Ibay and Kaery Baptiste Kayler
- East - Rosalie Arenas Ibay and Kaery Baptiste Kayler
- West - Abdallah Mzee

2. CONSIDERATION

The agreed purchase price is Tanzania Shillings Eight Hundred Thousands only (Tshs.


Certified as True Copy of the Original
Nuru Aliko Malambughi
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 5th July 2024.

800,000.00) (hereinafter referred to as "the Purchase Price"). The Purchaser has paid the Seller the whole amount of Tanzania Shillings Eight Hundred Thousands only (Tshs. 800,000.00) as a consideration amount on the 31st August, 2023.

3. MODE OF PAYMENT

The Purchase Price has already been paid in full at the time of execution of this contract.

4. EXECUTION OF APPLICATION FOR RIGHT OF OCCUPANCY

Simultaneously with the signing of this Contract there has also be signed such Deeds and all other application for right of occupancy documents as are prescribed under the Land Act, 1999.

5. DELIVERY OF POSSESSION OF THE PURCHASED PROPERTY TO THE BUYER

The Seller shall have delivered the Purchased Property to the Buyer promptly after the Purchase Price has been fully paid to the Seller.

6. COVENANTS BY THE SELLER

6.1 The Seller has good marketable title to the Property and it is not subject to any third party claim or any other encumbrances whatsoever.

6.2 All information given by or on behalf of the Seller in the course of negotiations leading to this Contract was, when given, true and remain true, complete and accurate in all respects and the Seller is liable in case any of the information given turn to be untrue incomplete, inaccurate or misleading.

6.3 The Seller is not aware of any encroachment by the Property onto any neighboring property or of any intended expropriation of the Property or any portion thereof.

7. CONDITION OF PROPERTY

The Buyer confirms that he has had the prior opportunity to inspect the Plot and has agreed that the same is in a good condition.

8. DISPUTES SETTLEMENT

Both Parties hereby agree that, without prejudice to the right of the Parties under this Contract or under any relevant law, they will use their reasonable endeavor to ensure that all disputes in connection with this Contract are settled amicably. If no resolution shall be achieved the matter shall be referred to the court of competent jurisdiction in Tanzania.

9. CONSENT FEES, STAMP DUTY, AGENT'S COMMISSION, REGISTRATION FEES, VALUATION FEES, LEGAL COSTS, TAXES, CAPITAL GAINS TAX AND OTHER EXPENSES

- 9.1 The Buyer shall pay consent fees, stamp duty, registration fees on the Deed of Transfer and valuation Expenses.
- 9.2 The Buyer shall bear all legal costs relating to the preparation of this contract and conveyancing.
- 9.3 The Seller shall pay capital gains tax, agent's commission and all outstanding land rates and utilities charges up to the date of execution of the handing over the Property to the Buyer.

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

SIGNED and DELIVERED at Mafia |
 by the said KASSIMU BASHIRU |
 who has been identified to me by |
, the latter being known to me |
 personally this 12th day of October, 2023 | **SELLER**

Name:- PHILIP LINCOLN IRUMU
 Signature: *P.L.I.*
 Qualification:- **ADVOCATE & COMMISSIONER FOR OATHS**

SIGNED and DELIVERED at Mafia |
 by the said ROSALIE ARENAS IBAY |
 who has been identified to me by | *Rosalie A. Ibay*
, the latter being known to me |
 personally this 12th day of October, 2023 | **BUYER**

Name:- PHILIP LINCOLN IRUMU
 Signature: *P.L.I.*
 Qualification:- **ADVOCATE & COMMISSIONER FOR OATHS**

SIGNED and DELIVERED at Mafia |
 by the said KAERY BAPTISTE KAYLER |
 who has been identified to me by | *Kaery B. Kayler*
, the latter being known to me |
 personally this 12th day of October, 2023 | **BUYER**

Name:- PHILIP LINCOLN IRUMU
 Signature: *P.L.I.*
 Qualification:- **ADVOCATE & COMMISSIONER FOR OATHS**

§
 Certified as True Copy of the Original
Nuru Aliko Malambugh
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: *N.A.M.*
 Date: 5th July 2024



CONTRACT FOR A DISPOSITION OF LAND

(Under Section 64)

THIS AGREEMENT is made this 11th day of August, 2023

BETWEEN

HATIBU MAULIDI MWICHANDE being an adult male natural person and resident of Mafia with National Identification No. 19810701617060002025, (hereinafter referred to as "the Seller" which expression shall, where the context so admits include her successors in title and assignees) of the one part,

AND

ROSALIE ARENAS IBAY and KAERY BAPTISTE KAYLER, (hereinafter referred to as "the Buyers" which expression shall, where the context so admits include her successors in title and assignees) of the other part.

WHEREAS:

- A. The Seller is the owner of landed property situated on Kiengeni Village, Mafia Municipality, Pwani Region (hereinafter referred to as "the Property")
- B. The Seller is desirous of selling the Property to the Buyers and the Buyers are desirous of buying the Property from the Seller at a consideration of the sum of Tanzania Shillings Forty Five Million only (Tshs. 45,000,000.00) (hereinafter referred to as "the Purchase Price" on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follow: -

1. DESCRIPTION OF THE LAND

The land the subject of this Contract is all that piece of land known as Kiengeni Village, Mafia Municipality, Pwani Region, (hereinafter referred to as "the Property") with the following demarcation;

- North - Main Road
- South - Shaha Saidi
- East - Mikidadi Mussa
- West - Bakari Abdallah

2. CONSIDERATION

The agreed purchase price is Tanzania Shillings Forty Five Million only (Tshs. 45,000,000.00) (hereinafter referred to as "the Purchase Price"). The Purchaser will pay the Seller the whole amount of TZS 45,000,000 (say, Tanzania Shillings Forty Five Million Only) as a consideration amount.


Certified as True Copy of the Original
Nuru Aliko Malambughi
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 21 July 2023

3. **MODE OF PAYMENT**

The **Purchase Price** has already been paid in full at the time of execution of this contract.

4. **EXECUTION OF APPLICATION FOR RIGHT OF OCCUPANCY**

Simultaneously with the signing of this **Contract** there has also be signed such Deeds and all other application for right of occupancy documents as are prescribed under the Land Act, 1999.

5. **DELIVERY OF POSSESSION OF THE PURCHASED PROPERTY TO THE BUYER**

The **Seller** shall have delivered the **Purchased Property** to the **Buyer** promptly after the **Purchase Price** has been fully paid to the **Seller**.

6. **COVENANTS BY THE SELLER**

6.1 The **Seller** has good marketable title to the **Property** and it is not subject to any third party claim or any other encumbrances whatsoever.

6.2 All information given by or on behalf of the **Seller** in the course of negotiations leading to this **Contract** was, when given, true and remain true, complete and accurate in all respects and the **Seller** is liable in case any of the information given turn to be untrue incomplete, inaccurate or misleading.

6.3 The **Seller** is not aware of any encroachment by the **Property** onto any neighboring property or of any intended expropriation of the **Property** or any portion thereof.

7. **CONDITION OF PROPERTY**

The **Buyer** confirms that he has had the prior opportunity to inspect the **Plot** and has agreed that the same is in a good condition.

8. **DISPUTES SETTLEMENT**

Both Parties hereby agree that, without prejudice to the right of the **Parties** under this **Contract** or under any relevant law, they will use their reasonable endeavor to ensure that all disputes in connection with this **Contract** are settled amicably. If no resolution shall be achieved the matter shall be referred to the court of competent jurisdiction in Tanzania.

9. **CONSENT FEES, STAMP DUTY, AGENT'S COMMISSION, REGISTRATION FEES, VALUATION FEES, LEGAL COSTS, TAXES, CAPITAL GAINS TAX AND OTHER EXPENSES**

9.1 The **Buyer** shall pay consent fees, stamp duty, registration fees on the Deed of Transfer and valuation Expenses.

9.2 The **Buyer** shall bear all legal costs relating to the preparation of this contract and conveyancing.

9.3 The **Seller** shall pay capital gains tax, agent's commission and all outstanding land rates and utilities charges up to the date of execution of the handing over the Property to the Buyer.

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

SIGNED and DELIVERED at Mafia
by the said HATIBU MAULIDI MWICHANDE
who has been identified to me by
....., the latter being known to me
personally this 11th day of August, 2023



SELLER

Name:- HATIBU MAULIDI MWICHANDE

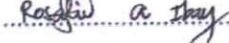
Signature: 

Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia
by the said ROSALIE ARENAS IBAY
who has been identified to me by
....., the latter being known to me
personally this 11th day of August, 2023


BUYER

Name:- Rosalie Arenas Ibay

Signature: 

Qualification:- ADVOCATE & COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Mafia
by the said KAERY BAPTISTE KAYLER
who has been identified to me by
....., the latter being known to me
personally this 11th day of August, 2023


BUYER

Name:- Kaery B Kayler

Signature: 

Qualification:- ADVOCATE & COMMISSIONER FOR OATHS


Certified as True Copy of the Original
Nuru Aiko Malambugh
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 5 July 2024