

SALE AGREEMENT

BETWEEN

HASSANI IDDI NYANZA
(VENDOR)

AND

BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)

FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION

DRAWN BY

Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam


Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public for Dar es Salaam
Signature: 
Date: 21/07/2024





LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd}.....day of August 2024.

BETWEEN

HASSAN IDDI NYANZA individual person of P.O Box.....⁴⁶.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND


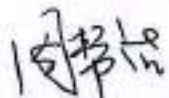
BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 29.4475 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

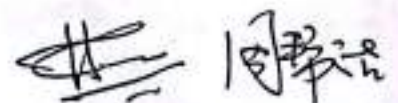
AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shillings Seven Hundred Thirty Six Million One Hundred Eighty Seven Thousand and Five Hundred (Tshs. 736,187,500/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.

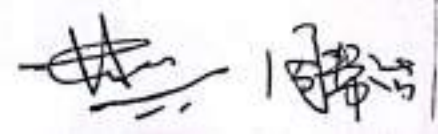
 

2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22810045717, NMB Bank in the name of Hassani Iddi Nyanza.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as



the vendor shall vacate the said land within thirty days (30) after payment of final instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.



11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.

12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM
 HASSANI IDDI NYANZA who is known to
 me personally/identified to me by ... *Rashid*
 *Selinger*
 the latter being known to me personally this
 *02nd* day of August 2024.

} *[Signature]*
 VENDOR

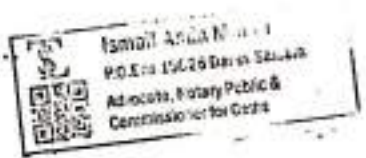


BEFORE ME:

Name: *Ismael Anja M...*

Signature: *[Signature]*

Postal Address: *15026 ...*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

SEALED with the Common Seal of BRILLIANT SANITARY
WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this 02nd day of August 2024



Name: ZHANG YANGZHI
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

Name: HUANG CAIMING
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SEN
Signature: [Handwritten Signature]
Postal Address: 11483 DSM
Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



Verified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public & Commissioner
for Oaths
Date: 21/08/2024

HALMASHAURI YA KIJIKI CHA MSUFINI KIDETE



UTHIBITISHO WA UMILIKI WA SHAMBA/ENEO

Ofisi yangu inathibitisha kwamba ndugu HASSANI IDDI NYANZA
ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye
ukubwa wa hekari lililopo kitongoji cha GONGONI
Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

1. Kaskazini kapakana na HAMUDI IBRAHIM BAKARI
2. Kusini kapakana na NYAMSUMU
3. Mashariki kapakana na BARABARA YA IUSIJU
4. Magharibi kapakana na RASHIDI EWALIBU MZURU NA BANE

Uthibitisho wa viongozi wa kijiji

1. MOHAMEDI SAIDI HOGORA Cheo VEO Sahihi [Signature]
2. IBRAHIM THABITI MAPANDE Cheo MUKI Sahihi [Signature]
3. RASHIDI T. MZURU Cheo MUKI Sahihi [Signature]
4. Cheo Sahihi

Sisi (1) IBRAHIM THABITI MAPANDE Mwenyekiti wa Kijiji cha Msufini/kidete
(2) MOHAMEDI SAIDI HOGORA Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu HASSANI IDDI NYANZA
Ambalo ~~.....~~ /amerithi toka kwa

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeandikwa na hati hii.

Sahihi ya mwenyekiti wa Kijiji [Signature]

Sahihi ya Mtendaji wa Kijiji [Signature]





HAI MASHAURI YA KIJJI CHA MSUFINI KIDETE

MNUNUZI



UTHIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA LILILOPO KIJJI CHA MSUFINI KIDETE KITONGOJI CHA GONGONI

Mimi / Sina HASSANI IBDI NYANZA Kwa ridhaa yangu/yetu nikiwa/tukiwa na akili tinamu. Bila kushawishiwa na mtu yeyote leo Tarehe 05/08/2024 nimeamua/tumepimua kumuuzia eneo la Shamba/Kiwanja Ndugu BRILLIANT SANITARY WARE COMPANY LIMITED kwa thamani ya shilingi MLIONANI MIA SABA HELA GIMINASIA LAKI MOJA (Tshs 736,187,500/-) Ukiubwa wa eneo ni SABA ELTO LA NYATANDU ambelina shilingi KUBALIANA KWENYE UKWAZI kadariwa Anadawa shilingi KALA HAZI VYO (N.K.) Ndani ya eneo kuna ALINA 7, MIKORDAHO, MIELEBE NA

MIPAKA YA ENEO

1. KASKAZINI HAMISI IBRAHIM BATTARI
2. KUSINI NYAYI SUMI NA NYAYI ZUZURI
3. MASHARIKI THANI MOHAMED BARABARA-KIBISI ROAS
4. MAGHARIBI THANI MOHAMED BANE NA RASHIDI I. MZUZURI

MASHAHIDI

1. Shahidi wa Mutzaji: HAMISI I. BATTARI Saini [Signature]
2. Shahidi wa Mutzaji: THANI MOHAMED BANE Saini [Signature]
3. Shahidi wa Mnunuzi: YONKIE WU Saini [Signature]
4. Shahidi wa Mnunuzi: PETER W. SENI Saini [Signature]

JINA LA MUIZAJI

HASSANI IBDI NYANZA Saini [Signature]

JINA LA MNUNUZI

BRILLIANT SANITARY WARE COMPANY LIMITED Saini [Signature]

Mkataba huu umefanyika mbele ya M Kiti wa Kitongoji cha GONGONI

Jina la Mwenyekiti/taibu wa kitongoji RASHIDI I. MZUZURI Saini [Signature]

IMEUTHIBUTISHWA KATIKA OFISI YA KIJJI NA
Ofisa Mtendaji wa Kijiji MOHAMED SAID MOGOGA Saini [Signature]
Mhuri wa Mtendaji wa Kijiji

IMEPTIWA NA
Mwenyekiti/Mjumbe wa kijiji Israhim Inabiti Mipande Saini [Signature]
Mhuri wa Mwenyekiti wa Kijiji

USIJENGE BILA KUPATA KIBALI

AGIZO: Vibeshi niwa vyanzo vya naji tunza Mazingira usifunge njia ya Barabara upate ridhaa ya Serikali ya Kijiji.

Carolina Tron Copy at the
Peter Wencoslaus Sami
Ambasado, Rotary Public
for Oats
Sign: [Signature]
Date: 2/08/2024



SALE AGREEMENT

BETWEEN

**JUMA HAMISI MAHEGE
(VENDOR)**

AND

**BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)**

**FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION**

DRAWN BY

**Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam**



[Handwritten signatures]

LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd}.....day of August 2024.

BETWEEN

JUMA HAMISI MAHEGE individual person of P.O Box.....⁴⁶.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 15.61 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

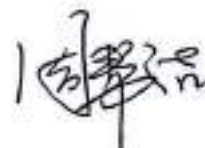
AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shilling Three Hundred Ninety Two Hundred and Fifty Thousand (Tshs. 390,250,000/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.



2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 0152661418500, CRDB Bank in the name of Juma Hamisi Mahege.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as the vendor shall vacate the said land within thirty days (30) after payment of final



instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.
11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court



through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.

12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM

JUMA HAMISI MAHEGE who is known to me personally

/identified to me by *Rashid*

Shwari

[Signature]

VENDOR



the latter being known to me personally this

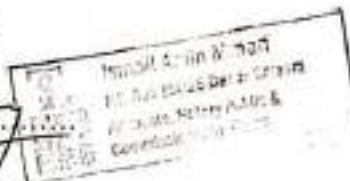
02nd day of August 2024.

BEFORE ME:

Name: *Romeo A. Mwa*

Signature: *[Signature]*

Postal Address: *15016 DMC*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

[Signature]

[Signature]

SEALED with the Common Seal of BRILLIANT SANITARY
WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this 02nd day of August 2024



Name: ZHANG YANGZHI

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

Qualification: DIRECTOR

Name: HUANG CAIING

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SENI

Signature: [Handwritten Signature]

Postal Address: 11483, DSM

Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



Certified True Copy of the Original
Peter Wenceslaus Seni
Associate, Notary Public & Commissioner
for Oaths
Date: 21/08/2024

22/07/2024

HALMASHAURI YA KIJIKI CHA MSUFINI KIDETE



UTHIBITISHO WA UMLIKI WA SHAMBA

Ofisi yangu inathibitisha kwamba ndugu JUMA HAMSISI MAHEGE.....
ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye
ukubwa wa hekari lililopo kitongoji cha GONGONI....
Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

1. Kaskazini kapakana na TALIANI
2. Kusini kapakana na ABDALLA ISHAKA LWINDE
3. Mashariki kapakana na HAMSISI HASSANI KUNLWIO
4. Magharibi kapakana na TALIANI

Uthibitisho wa viongozi wa kijiji

- | | | | | |
|----------------------------------|------|---------------------|--------|--------------------|
| 1. <u>Ibrahim Mapande</u> | Cheo | <u>M/Kitu</u> | Sahihi | <u>[Signature]</u> |
| 2. <u>Mohamed Saidi Hogora</u> | Cheo | <u>VEO</u> | Sahihi | <u>[Signature]</u> |
| 3. <u>Rashidi Twalizi Mwangi</u> | Cheo | <u>M/K. Twalizi</u> | Sahihi | <u>[Signature]</u> |
| 4. | Cheo | | Sahihi | |

- Sisi (1) IBRAHIM - T. MAPANDE Mwenyekiti wa Kijiji cha Msufini/kidete
 (2) MOHAMEDI S. HOGORA Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu JUMA HAMSISI MAHEGE
Ambalo ~~.....~~ /amerithi toka kwa

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeambatanishwa na hati hii.

Sahihi ya mwenyekiti wa Kijiji

Sahihi ya Mtendaji wa Kijiji





HALMASHAURI YA KIJJI CHA MSUFINI KIDETE

MAJI

MNUNUZI



UTAHIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA

WILAYA YA KIJJI CHA MSUFINI KIDETE KITONGOJI CHA GONLONGI

Mimi SUMA HAMISI MATHEGE Kwa ridhaa yangu/yetu nikiwa/tukiwa na akili unamu, Bila kushawishiwa na mtu yeyote leo Tarehe 05/08/2024 nimeamua/tumeamua kumuuzia eneo la Shamba/Kiwanja Ndugu BRILLIANT SANITARY WARE COMPANY LIMITED kwa thamani ya shilingi (Tshs)

Ukubwa wa eneo ni 15.61 AKARI Mnunuzi amelipa shilingi NAIKWENTE MKAJABA) Hadaiwi/Anadaiwa shilingi KAMA WALIYOKUBWA () Ndan: ya eneo kuna MINAZI, MMEMBE, MIKOPOROTO NK...

MIPAKA YA ENEO

- 1. KASKAZINI BARABARA YA TALIANI
- 2. KUSINI ABDALLAH ISHAKA RWINDWE
- 3. MASHARIKI HADISI HASSANI KUNGUHO
- 4. MAGHARIBI BARABARA YA TALIANI 2

MASHAHIDI

- 1. Shahidi wa Muuzaji: 1 THANI MOHAMED BANG Saini DM Bone
- 2. Shahidi wa Muuzaji: 2 ABDALLAH ISHAKA RWINDWE Saini [Signature]
- 3. Shahidi wa Mnunuzi: 1 YONGTIE WU Saini [Signature]
- 4. Shahidi wa Mnunuzi: 2 PERER W. SETI Saini [Signature]

JINA LA MUUZAJI: SUMA HAMISI MATHEGE Saini [Signature]

JINA LA MNUNUZI: BRILLIANT SANITARY WARE COMPANY LIMITED Saini [Signature]

Mkataba huu umefanyika mbele ya M'Kiti wa Kitongoji cha GONLONGI

Jina la Mwenyekiti/katibu wa kitongoji RASHIDI T. MZUTURI Saini [Signature]

IMETHIBITISHWA KATIKA OFISI YA KIJJI NA Afisa Mtendaji wa Kijiji MOHAMEDI SAIBI HOSORA Saini [Signature]
Mhuri wa Mtendaji wa Kijiji

IMEPITIWA NA Mwenyekiti Mjamba wa Kijiji Dotahum Thabiti mapende
Mhuri wa Mwenyekiti wa Kijiji



USIENGE BILA KUPATA KIBALI

AGIZO... Certified True Copy... Peter Wenceslaus Saini... vyanzo vya maji tunza Mazingira usifunge njia au Barabara... paka upote ridhaa ya Serikali ya Kijiji.

AGIZO... Peter Wenceslaus Saini... Advocate, Notary Public & Commissioner for Oaths... Date: 21/08/2024

SALE AGREEMENT

BETWEEN

THANI MOHAMEDI BANE
(VENDOR)

AND

BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)

FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION

DRAWN BY

Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam



Thani Mohamedi Bane

[Signature]

LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{22nd}.....day of August 2024.

BETWEEN

THANI MOHAMEDI BANE individual person of P.O Box.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 25.44 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

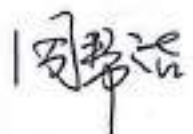
NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shillings Six Hundred Thirty Six Million (Tshs. 636,000,000/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.

TM Bane

[Signature]

2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22810004144, NMB Bank in the name of Thani Mohamedi Bane.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as the vendor shall vacate the said land within thirty days (30) after payment of final

TM Bane | 

instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.
11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court

JMBane

18/7/2020

through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.

12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM
THANI MOHAMEDI BANE who is known to
me personally (identified to me by*Rashed*.....
.....*Pluggu*.....
the latter being known to me personally this
.....*02nd* day of August 2024.

.....*Thani Bane*.....
VENDOR



BEFORE ME

Name: *Ismail A. Mmoa*

Signature: *[Handwritten Signature]*

Postal Address: *15026 Dar Es Salaam*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

SEALED with the Common Seal of BRILLIANT SANITARY
WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this *02nd* day of *August*2024



[Handwritten Signature]

Name: ZHANG YANGZHI

Signature: [Handwritten Signature]

Postal Address: 10846, DSM

Qualification: DIRECTOR

Name: HUANG CAINING

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SENI

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

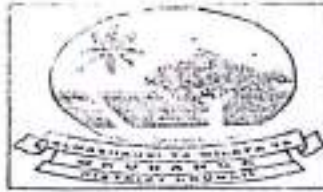
Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public & Commissioner
for Oaths
Date: 21/09/2024

22/07/2024

HALMASHAURI YA KIJJI CHA MSUFINI KIDETE



UTHIBITISHO WA UMLIKI WA SHAMBA

Ofisi yangu inathibitisha kwamba ndugu THANI MOHAMEDI BANE ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye ukubwa wa hekari lililopo kitongoji cha GONGONI... Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

1. Kaskazini kapakana na HAMISI HASSANI KUNAWHID
2. Kusini kapakana na RASHIDI TWAIBU MZUWURI
3. Mashariki kapakana na HAMUDU IBRAHIM BAKARI NA NYANJA
4. Magharibi kapakana na ABDULLA ISHAKA LWINDU

Uthibitisho wa viongozi wa kijiji

- | | | | |
|---------------------------------------|--------------------|--------|--------------------|
| 1. <u>ISRAHIM THABII MAPANDE</u> Cheo | <u>M/Kuta</u> | Sahihi | <u>[Signature]</u> |
| 2. <u>MOHAMED SAIDI HOSORA</u> Cheo | <u>VED</u> | Sahihi | <u>[Signature]</u> |
| 3. <u>RASHIDI TWAIBU MZUWURI</u> Cheo | <u>[Signature]</u> | Sahihi | <u>[Signature]</u> |
| 4. Cheo | | Sahihi | |

- Sisi (1) Ibrahim - I. Mapande Mwenyekiti wa Kijiji cha Msufini/kidete
 (2) Mohamed S. Bosor Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu THANI MOHAMEDI BANE Ambalo ameanua /amerithi toka kwa

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeambatanishwa na hati hii.

Sahihi ya mwenyekiti wa Kijiji [Signature]

Sahihi ya Mtendaji wa Kijiji [Signature]



ALMASHAURI YA KIJJI CHA MSUFINI KIDETE

MNUNUZI



**UTITHIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA
LHILIPO KIJJI CHA MSUFINI KIDETE KITONGOJI CHA GONGORI.**

Mimi **Mohamed Bane** Kwa ridhaa yangu/yetu nikiwa/tukiwa na akili timamu. Bila kushawishiwa na mtu yeyote leo tarehe **05/08/2024** nimeamua tumeamua kumuuzia eneo la Shamba/Kiwanja Ndugu **BRILLIANT SANITARY WARE COMPANY LIMITED** wa thamani ya shilingi **MILIIONI MIA SITA TOLATIMHANA SITA TU** (Tshs **636,000,000/=**) Ukubwa wa eneo ni **25.44 Hektari** Mnunuzi amelipa shilingi **KAMA UWAZIYO** **KUBAZI ANA KULENTE MUKATIBA** Hadaiwi/Anadaiwa shilingi **KAMA UWAZIYO** () Ndani ya eneo kuna **MINKOI, MUKOKO ITO, MUGUBO NK.**

MIPAKA YA ENEO

- 1. KASKAZINI **HANISI HASSAN KUNDULIO**
- 2. KUSINI **RASHIDI THABITI MZUZURI**
- 3. MASHARIKI **HANUDDU BATHARI MA HASSAN NYANZA**
- 4. MAGHARIBI **KIDAZLA LUMINO**

MASHAHIDI

- 1. Shahidi wa Muuzaji: **JUMA H. MATHEGE** Saini
- 2. Shahidi wa Muuzaji: **HASSAN IDDI NYANZA** Saini
- 3. Shahidi wa Mnunuzi: **YONGJIE WU** Saini
- 4. Shahidi wa Mnunuzi: **PETER W. SENDI** Saini

JINA LA MUUZAJI: **THABITI MOHAMED BANE** Saini
JINA LA MNUNUZI: **BRILLIANT SANITARY WARE COMPANY LIMITED** Saini

Mikataba huu umefanyika mbele ya MKiti wa Kitongoji cha **GONGORI**

Jina la Mwenyekiti katibu wa kitongoji: **RASHIDI MZUZURI** Saini

IMEITHIBITISHWA KATIKA OFISI YA KIJJI NA Afisa Mtendaji wa Kijiji: **Mohamed Saeed Hagara** Saini
Mhuri wa Mtendaji wa Kijiji

IMEPITIWA NA Mwenyekiti/Mjumbe wa kijiji: **Ibrahim Thabiti Mapande** Saini
Mhuri wa Mwenyekiti wa Kijiji

USIJENGE BILA KUPATA KIBALI

AGIZO: Weshimi vyanzo vya maji tunza Mazingira usifunge njia za barabara upata ridhaa ya Serikali ya Kijiji.

Certified Tree Cops of the Government of Tanzania
Peter Wenceslaus Sempeka
Advocate, Katary Pwani
for Date: **21/08/2024**



SALE AGREEMENT-

BETWEEN

HAMIDU IBRAHIMU BAHARI
(VENDOR)

AND

BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)

FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION

DRAWN BY

Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam

 Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public for Dar es Salaam
Signature: 
Date: 21/08/2024





LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd} day of August 2024.

BETWEEN

HAMIDU IBRAHIMU BAHARI individual person of P.O Box.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 18.7925 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

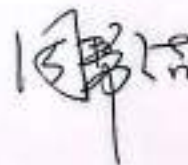
AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shillings Four Hundred Sixty Nine Million Eight Hundred Twelve Thousand and Five Hundred (Tshs. 469,812,500/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.

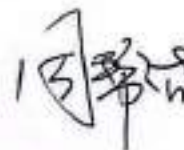


2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22801600172, NMB Bank in the name of Hamidu Ibrahim Bahari.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as



the vendor shall vacate the said land within thirty days (30) after payment of final instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.



11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.

12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM
 HAMIDU IBRAHIMU BAHARI who is known to
 me personally/identified to me by *Rashid*

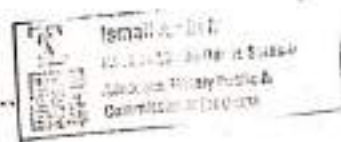
 the latter being known to me personally this
 day of August 2024.

[Signature]
 VENDOR



BEFORE ME:

Name: *Rashid*
 Signature: *[Signature]*
 Postal Address: *15026 07m*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

[Signature]

SEALED with the Common Seal of BRILLIANT SANITARY
WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this 22nd day of August 2024



Name: ZHANG YANG ZHI
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

Name: HUANG CAI MING
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

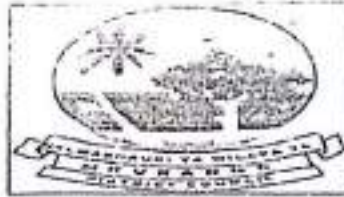
BEFORE ME:

Name: PETER W. SEN
Signature: [Handwritten Signature]
Postal Address: 11483, DSM
Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



22/07/2024

HALMASHAURI YA KIJIKI CHA MSUFINI KIDETE



UTHIBITISHO WA UMLIKI WA SHAMBA/ENEO

Ofisi yangu inathibitisha kwamba ndugu HAMIDU IBRAHIM ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye ukubwa wa hekari ... lililopo kitongoji cha GONGONJ Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

- 1. Kaskazini kapakana na BARABARA YA TALIANI
2. Kusini kapakana na HASSANI IDBI NYANCA
3. Mashariki kapakana na BARABARA YA ILIYI
4. Magharibi kapakana na HAMIDI H. KUNGUONA THANI BANG

Uthibitisho wa viongozi wa kijiji

- 1. IBRAHIM T. MAPANDE Cheo MUMU Sahihi
2. MOHAMED S. HOGORA Cheo VED Sahihi
3. RASHID T. WALIBU MWUMU Cheo MUKITONGI Sahihi
4. Cheo Sahihi

Sisi (1) IBRAHIM T. MAPANDE Mwenyekiti wa Kijiji cha Msufini/kidete
(2) MOHAMED S. HOGORA Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu HAMIDU I. BAITARI
Ambalo amenua/amerithi toka kwa

- 1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeambatanishwa na hati hii.
Sahihi ya mwenyekiti wa Kijiji
Sahihi ya Mtendaji wa Kijiji



SALE AGREEMENT-

BETWEEN

**HAMISI HASANI KUNGULIO
(VENDOR)**

AND

**BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)**

**FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION**

DRAWN BY

**Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam**



HH Kungulio

15/8/24

LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd}day of August 2024.

BETWEEN

HAMISI HASANI KUNGULIO individual person of P.O Box.....⁴⁶.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 16.5025Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shillings Four Hundred Twelve Million Five Hundred Sixty Two Thousand and Five Hundred (Tshs. 412,562,500/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.

Hamisi Kungulio

[Signature]

2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22810016128, NMB Bank in the name of Hamisi Hasani Kungulio.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as the vendor shall vacate the said land within thirty days (30) after payment of final

Hamisi Kungulio

Hamisi Kungulio

through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.

12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM
HAMISI HASANI KUNGULIO who is known to
me personally/identified to me by
.....
the latter being known to me personally this
..... day of August 2024.

} *H. Kungulio*
VENDOR

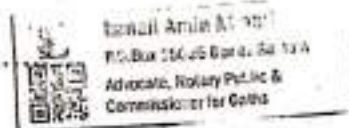


BEFORE ME:

Name: *Prisca A. Mwan*

Signature: *[Handwritten Signature]*

Postal Address:



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

H. Kungulio

15/8/24

SEALED with the Common Seal of BRILLIANT SANITARY
WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this ^{2nd} day of August 2024



Name: ZHANG YANGZHI

Signature: [Handwritten signature]

Postal Address: 10548, DSM

Qualification: DIRECTOR

Name: HUANG CAIMING

Signature: [Handwritten signature]

Postal Address: 10548, DSM

Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SENI

Signature: [Handwritten signature]

Postal Address: 11483, DSM

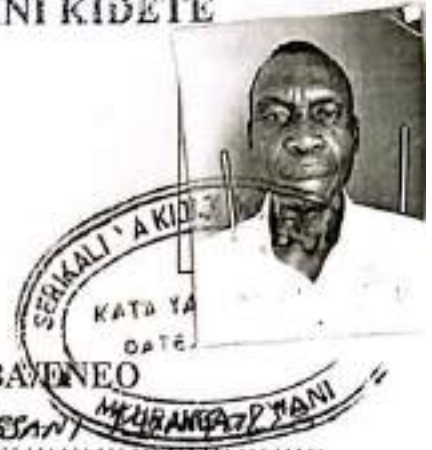
Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public & Commissioner
Sign: [Handwritten signature]
Date: 21/08/2024

22/07/2024

HALMASHAURI YA KIJJI CHA MSUFINI KIDETE



UTHIBITISHO WA UMILIKI WA SHAMBA ENEO

Ofisi yangu inathibitisha kwamba ndugu HAMISI HASSANI ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye ukubwa wa hekari lililopo kitongoji cha GONTONI Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

1. Kaskazini kapakana na JALIANI
2. Kusini kapakana na THANI MOHAMMADI BANE
3. Mashariki kapakana na HAMISI IBRAHIM BAHARI
4. Magharibi kapakana na HAMISI IBRAHIM BAHARI
JUMA HAMISI MAMFEE

Uthibitisho wa viongozi wa kijiji

1. IBRAHIM THABITI MAPANDE Cheo M/Kata Sahihi Ali Hassan
2. MOHAMMEDI SAIDI HOGORA Cheo VED Sahihi Ali Hassan
3. RAHMOI T. MZUWARI Cheo M/Katongoji Sahihi Ali Hassan
4. Cheo Sahihi

Sisi (1) IBRAHIM T. MAPANDE Mwenyekiti wa Kijiji cha Msufini/kidete
(2) MOHAMMEDI S. HOGORA Mtendaji wa Kijiji cha Msufini/kidete

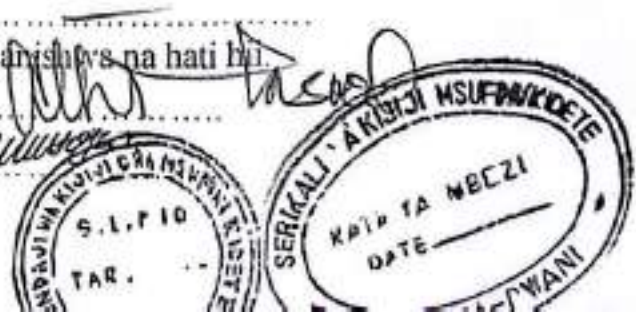
Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu HAMISI H. KUNGULLO
Ambalo amenunua /amerithi toka kwa

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeambatanishwa na hati hii

Sahihi ya mwenyekiti wa Kijiji

Sahihi ya Mtendaji wa Kijiji





HATI WASHAURI YA KIJJI CHA MSUFINI KIDETE

MINUNUZI



THIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA LA MOTOPO KIJJI CHA MSUFINI KIDETE KITONGOJI CHA ITONGONI

Mimi / Sisi HAMUSI HASANI KUNGU LIO Kwa ridhaa yangu/yetu nikiwa/tukiwa na akili timamu, Bila kushawishiwa na mtu yeyote leo Tarehe 05/08/2024 nimeamua/tumeamua kuuza/eneo la Shamba/Kiwanja Ndugu BRILLIANT SANITARY WARE COMPANY LIMITED kwa thamani ya shilingi STINI NAMBI LI ETU NAMUA TAREHE (Tshs 412,562,500/=) Ukubwa wa eneo ni Mnunuzi amelipa shilingi KWENYE UKATAKA (Hadajwi/Anadaiwa shilingi KANA WALIYO KUBALIA) (Ndani ya eneo kuna MIEMBE, UKORDOTO, MINASI NA N.K.)

MIPAKA YA ENEO

1. KASKAZINI BARABARA
2. KUSINI ITHANI MOHAMEDI BANE
3. MASHARIKI HAMUSI IBRAHIM BAHARI
4. MAGHARIBI JUMA HAMUSI MATETE

MASHAHIDI

1. Shahidi wa Muaraji: 1 ITHANI MOHAMEDI BANE Saini [Signature]
2. Shahidi wa Muaraji: 2 JUMA HAMUSI MATETE Saini [Signature]
3. Shahidi wa Mnuuzaji: 1 PETER W. SENI Saini [Signature]
4. Shahidi wa Mnuuzaji: 2 YONGSIE WU Saini [Signature]

JINA LA MUUZAJI: HAMUSI HASANI KUNGU LIO Saini [Signature]

JINA LA MNUNUZI: BRILLIANT SANITARY WARE COMPANY LIMITED Saini [Signature]

Mkataba huu tumeifanyika mbele ya M'Kiti wa Kitongoji cha ITONGONI

Jina la Mwenyekiti/katibu wa kitongoji RASHID TUNALI GU MUMENI Saini [Signature]

IME THIBITISWA KATIKA OFISI YA KIJJI NA
 Afisa Mtendaji wa Kijji: MOHAMEDI SAIDI MOGORA Saini [Signature]
 Mhuri wa Mtendaji wa Kijji

IMEPTIWA NA
 Mwenyekiti/Mjumbe wa Kijji IBRAHIM THABOI MAPANDE Saini [Signature]
 Mhuri wa Mwenyekiti wa Kijji

USIJENGE BILA KUPATA KIBALI

AGIZO: Vile vili nyanzo vya maji tunza Mazingira usifunge njia au barabara ambayo upate ridhaa ya Serikali ya Kijji.

Certified True Copy
 Peter Wencoslaus
 Advocate, Notary Public
 for Calla
 Sign: [Signature]
 Date: 05/08/2024



SALE AGREEMENT

BETWEEN

ABDALLAH ISIHAKA RWINDWE
(VENDOR)

AND

BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)

FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION

DRAWN BY

Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam


Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public & Commissioner
for Oath
Sign: 
Date: 21/08/2024

Handwritten signature

Handwritten signature

LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd}.....day of August 2024.

BETWEEN

ABDALLAH ISIHAKA RWINDWE individual person of P.O Box.....⁴⁶.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 19.7975 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shillings Four Hundred Ninety Four Million Nine Hundred Thirty Seven Thousand and Five Hundred (Tshs. 494,937,500/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.

[Handwritten signature]

[Handwritten signature]

2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22810004145, NMB Bank in the name of Abdala Isihaka Rwinde.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as

Handwritten signature

Handwritten signature

the vendor shall vacate the said land within thirty days (30) after payment of final instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.

[Handwritten signature]

[Handwritten signature]

11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.
12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

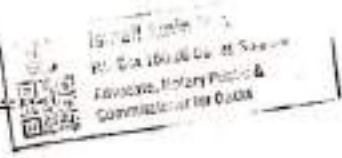
SIGNED and DELIVERED at DAR-ES-SALAAM
 ABDALLAH ISIHAKA RWINDWE who is known to
 me personally/identified to me by *Kashel*
 *Pelgari*
 the latter being known to me personally this
 *02nd* day of August 2024.

} *Abdullah Isihaka Rwindwe*
 VENDOR



BEFORE ME:

Name: *Abdullah Isihaka Rwindwe*
 Signature: *[Handwritten Signature]*
 Postal Address: *45026 Dar*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

[Handwritten signature]

SEALED with the Common Seal of BRILLIANT SANITARY WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this 02nd day of August 2024



Name: ZHANG YANGZHI

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

Qualification: DIRECTOR

Name: HUANG GAIMING

Signature: [Handwritten Signature]

Postal Address: 10848, DSM

Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SENI

Signature: [Handwritten Signature]

Postal Address: 11483, DSM

Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



12/01/2024

HALMASHAURI YA KIJIKI CHA MSUFINI KIDETE



UTHIBITISHO WA UMILIKI WA SHAMBA

Ofisi yangu inathibitisha kwamba ndugu ABDULLAH IBRAHIM LWINDE ambaye picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye ukubwa wa hekari lililopo kitongoji cha GUNZONI Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

- 1. Kaskazini kapakana na JUMA HAMISI MAHEBE
- 2. Kusini kapakana na RASHIDI TWALIBY MWUWARI
- 3. Mashariki kapakana na THANI MOHAMEDI BANE
- 4. Magharibi kapakana na BARA BARA YA TALIANI

Uthibitisho wa viongozi wa kijiji

- 1. IBRAHIM THABITI MAPANDE Cheo M/Kute Sahihi Abdullah Lwinde
- 2. MUHAMMEDI SAIDI HOGORA Cheo VED Sahihi Abdullah Lwinde
- 3. RASHIDI T. MWUWARI Cheo Milioni Sahihi Abdullah Lwinde
- 4. Cheo Sahihi

Sisi (1) IBRAHIM THABITI MAPANDE Mwenyekiti wa Kijiji cha Msufini/kidete
(2) MUHAMMEDI SAIDI HOGORA Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu ABDULLAH I. LWINDE
Ambalo ~~amamuna~~ /amerithi toka kwa

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Angalia hati za manunuzi zimecambanishwa na hati hii.
Sahihi ya mwenyekiti wa Kijiji
Sahihi ya Mtendaji wa Kijiji





HALMASHAURI YA KIJJI CHA MSUFINI KIDETE



MNUNUZI



IMETHIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA KIJJI CHA MSUFINI KIDETE KITONGOJI CHA GONGONI.

Mimi / Sina ABDALLAH ISIHAKA RWINDWE Kwa ridhaa yangu/yetu nikiwa/tukiwa na akili timamu, Bila kushawishiwa na mtu yeyote leo Tarehe 05/08/2024 nimeamua/tumeamua kumuuzia eneo la Shamba/Kiwanja Ndugu BRILLIANT SANITARY WARE COMPANY LIMITED kwa thamani ya shilingi MILIONI 19.7975 (Mwaka) NA SHERATI YA MIA (Tshs 494,957,500/-) Ukubwa wa eneo ni 19.7975 Mnunuzi amelipa shilingi KWEME MKATABA () Hadaiwi/Anadarwa shilingi KAMA WALIKUBALIA () Ndani ya eneo kuna MINAZI, MUAHOCHO, MUEMBE N.K.

MIPAKA YA ENEO

1. KASKAZINI JUMA HAMISI MAMEGE
2. KUSINI RASHIDI TUALIBU MZUZURI
3. MASHARIKI THANI MOHAMEDI BANE
4. MAGHARIBI BARABARA YA TALIANI

MASHAHIDI

- | | | | |
|------------------------|----------------------------|-------|--|
| 1. Shahidi wa Muuzaji: | <u>JUMA HAMISI MAMEGE</u> | Saini | |
| 2. Shahidi wa Muuzaji: | <u>THANI MOHAMEDI BANE</u> | Saini | |
| 3. Shahidi wa Mnunuzi: | <u>YONGJIE WU</u> | Saini | |
| 4. Shahidi wa Mnunuzi: | <u>PETER W. SENI</u> | Saini | |

JINA LA MUUZAJI ABDALLAH ISIHAKA RWINDWE Saini

JINA LA MNUNUZI BRILLIANT SANITARY WARE COMPANY LIMITED Saini

Mkataba huu umefanyika mbele ya M. Kiti wa Kitongoji cha GONGONI

Jina la Mwenyekiti/katibu wa kitergoji RASHIDI T. MZUZURI Saini

IMEITHIBITISHWA KATIKA OFISI YA KIJJI NA Afsis Mteadaji wa Kijji MOHAMEDI SAIDI HOORA Saini

IMEPITIWA NA Mwenyekiti/Mjumbe wa Kijji Ibrahim Thabiti Mwanje Saini

USIDENGE BILA KUPATA KISALI

AGIZO: Vihesiti/maawe vya maji tunza Mazingira usifunge mja au Barabara

Certified True Copy of the Original
Peter Wencoslawski
Advocate, Notary Public & Commissioner for Oaths
Sign:
Date: 01/08/2024



SALE AGREEMENT

BETWEEN

**RASHIDI TWALIBU MZUZURI
(VENDOR)**

AND

**BRILLIANT SANITARY WARE COMPANY LIMITED
(PURCHASER)**

**FOR THE SALE OF LAND SITUATED AT GONGONI AREA, MSUFINI KIDETE
VILLAGE, MBEZI WARD, MKURANGA DISTRICT, COASTAL REGION**

DRAWN BY

**Peter Wenceslaus Seni, (Advocate)
Bonafide Attorneys,
P.O Box 11483,
6th Floor Uvccm Building,
Morogoro Road,
Dar Es Salaam**


Certified True Copy of the Original
Peter Wenceslaus Seni
Advocate, Notary Public
for Dar es Salaam Region
Sign: 
Date: 21/07/2024





LAND SALE AGREEMENT

THIS AGREEMENT is made this ^{02nd}.....day of August 2024.

BETWEEN

RASHIDI TWALIBU MZUZURI individual person of P.O Box.....⁴⁶.....Mkuranga District. (Hereinafter known as the "vendor" which (expression shall, where the context so admits, include its successors and assigns in title) of the ONE PART.

AND

BRILLIANT SANITARY WARE COMPANY LIMITED which is a Company duly incorporated under the Companies Act no 12 of 2002 of the Laws of Tanzania doing its business within the city of Dar es Salaam of P.O. Box 10848 Dar es Salaam, Tanzania, hereinafter referred to as 'Purchaser' which (expression shall include wherever applicable, its heirs, executors, legal representatives and assigns) of the OTHER PART

WHEREAS, the Vendor is the legal owner of the land measuring 28.79 Acres situated at Gongoni Area, Msufini Kidete Village, Mbezi Ward, Mkuranga District, Coastal Region (hereinafter referred to as the "Property").

AND WHEREAS, the Vendor intends to sell the said land to the Purchaser, and the Purchaser is willing to purchase the said land from the Vendor on the terms and conditions specified herein below.

NOW THIS AGREEMENT WITNESS as follows:

1. In consideration of the sum of Tanzania Shilling Seven Hundred Nineteen Million Seven Hundred and Fifty Thousand (Tshs. 719,750,000/=) the Vendor HEREBY sales and transfers to the Purchaser the said property.



2. That the parties have agreed that the purchase price shall be paid in three instalments as follows:
 - i) The purchaser will pay Thirty percent (30%) on the date of signing this contract.
 - ii) The purchaser will pay Forty percent (40%) after Four (4) working days from the date of signing this contract but this shall be subject to the completion of the process of transfer of ownership of the purchased land at the Village level and making handover of all documents relating to the land by the vendor.
 - iii) The purchaser will pay Thirty percent (30%) one month later from the date of payment of second instalment but also this shall be subject to the lodging of application to get Certificate of Derivative Right at Tanzania Investment Centre (TIC).
3. That the said purchase price shall include the costs of transferring the ownership of the said land from the Vendor to the Purchaser, buildings, trees and any exhausted improvement found in the purchased land.
4. That the payment shall be made by the Purchaser to the Vendor by way of electronic fund transfer to the vendor's bank Account number 22810035833, NMB Bank in the name of Rashidi Twalibu Mzuzuri.
5. That parties have agreed that after payment of Second instalment stated in 2(ii) above, the purchaser shall start to clear the purchased land and make some temporary improvement such as fencing the land and construction of dormitories.
6. That upon receipt of all payments for the sale of the said land, both parties agree that the ownership of the said land shall be transferred to the Purchaser as well as



the vendor shall vacate the said land within thirty days (30) after payment of final instalment of the purchase price. Consequence of breach will apply if the vendor fails to vacate within this period.

7. That the Vendor shall introduce the Purchaser to the local government authority leaders of the area where the land is situated and shall also show the Purchaser the actual boundaries of the land to avoid any future boundary disputes with neighbors.
8. That the Vendor shall hand over the possession of the land to the Purchaser immediately upon completion of the full payment as agreed herein. Moreover, the Vendor shall provide the Purchaser with all relevant documents pertaining to the ownership of the said land after payment of the Second instalment. These documents shall include, but are not limited to: -
Proof of ownership, sale agreement, spousal consent in case of matrimonial property
9. That the Vendor hereby warrants the Purchaser that the said property is free from any encumbrance, collateral and it is not subject of any other security, legal or equitable mortgage and there is no pending proceeding against the same.
10. That if this agreement fails to be executed for any reason, the Vendor shall refund all the principal monies paid by the Purchaser plus interest of twenty percent (20%) per monthly which shall be accruing in every month of default. Likewise, if the Purchaser fails to make payment in stipulated time shall be liable to pay interest of 10% on each defaulting month but the said interest shall start to be counted after the issuance of Fourteen days' Notice to make payment.



11. That in case of any dispute arising out of this sale, both the Vendor and the Purchaser shall endeavor to resolve such dispute amicably outside the court through the both parties' lawyers, and if such dispute cannot be resolved, the parties shall submit the dispute to the courts.
12. That this Agreement and all its interpretations shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Parties hereunto have executed and set their respective hands to this sale agreement on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at DAR-ES-SALAAM
 RASHIDI TWALIBU MZUZURI who is known to
 me personally/identified to me by *Rashidi*
 *Elongwe*
 the latter being known to me personally this
 *02nd* day of August 2024.

} 

 VENDOR

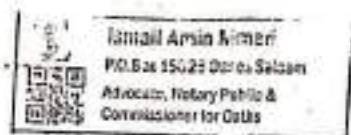


BEFORE ME:

Name: *F. Small A. Mwan*

Signature: 

Postal Address: *25026 Sim*



Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC

15/8/24

SEALED with the Common Seal of BRILLIANT SANITARY WARE COMPANY LIMITED

at DAR ES SALAAM in Our presence
this 02nd day of August 2024



Name: ZHANG YANGZHI
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

Name: HUANG GAIMING
Signature: [Handwritten Signature]
Postal Address: 10848, DSM
Qualification: DIRECTOR

BEFORE ME:

Name: PETER W. SENI
Signature: [Handwritten Signature]
Postal Address: 11483, DSM
Qualification: COMMISSIONER FOR OATHS/NOTARY PUBLIC



Certified True Copy of the Original
Peter Wencostaus Seni
Advocate, Notary Public
for Oaths
Date: [Handwritten Date]

22/07/2024

HALMASHAURI YA KIJJI CHA MSUFINI KIDETE



UTHIBITISHO WA UMLIKI WA SHAMBA/ENEO

Ofisi yangu inathibitisha kwamba ndugu RASHIDI TWALIBU MZUZU ambae picha yake inaonekana hapo juu ndio mmiliki halali wa shamba lenye ukubwa wa hekari lililopo kitongoji cha GONGONJI Kijiji cha Msufini Kidete kata ya Mbezi wilaya ya Mkuranga.

MIPAKA YA SHAMBA

1. Kaskazini kapakana na ITHANI MWAHABIBI BANGI / ABDALLA LWINDO
2. Kusini kapakana na RAJABU NGULUNGA NA MAKISSALO
3. Mashariki kapakana na HASSANI IDO NYANDA
4. Magharibi kapakana na BONDE NA ABDALLA LWINDO

Uthibitisho wa viongozi wa kijiji

1. IBRAHIM MWAHABIBI MAFANDE Cheo M/KET Sahihi [Signature]
2. MWAHABIBI SAIDI HOGORA Cheo VEO Sahihi [Signature]
3. RASHIDI T. MZUZU Cheo M/K. Mbezi Sahihi [Signature]
4. Cheo Sahihi

Sisi (1) IBRAHIM MWAHABIBI MAFANDE Mwenyekiti wa Kijiji cha Msufini/kidete
(2) MWAHABIBI SAIDI HOGORA Mtendaji wa Kijiji cha Msufini/kidete

Tunathibitisha kwamba eneo hilo linamilikiwa na ndugu RASHIDI TWALIBU MZUZU
Ambalo ~~ambalo~~ /amerithi toka kwa

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Angalia hati za manunuzi zimeambetanishwa na hati hii

Sahihi ya mwenyekiti wa Kijiji [Signature]

Sahihi ya Mtendaji wa Kijiji [Signature]





LMASHAURI YA KIJJI CHA MSUFINI KIDETE



MNUNUZI



UTHIBITISHO WA KUUZA ENEO LA SHAMBA/KIWANJA LILILOPO KIJJI CHA MSUFINI KIDETE KITONGOJI CHA GONGONI

Mimi / Sisi RASHIDI T WALIBI MZUZURI kwa ridhaa yangu/yetu nikiwa tukiwa na akili timamu, Bila kushawishiwa na mtu yeyote leo Tarehe 05/08/2024 nimeamua/tumeamua kumuuzia eneo la Shamba/Kiwanja Ndugu BRILLIANT SANITARY WARE COMPANY LIMITED kwa thamani ya shilingi MILIONI MASABA KUU NA TISA LAWILAJA (Tshs 719,750,000) Ukubwa wa eneo ni 28.79 EKARI Mnunuzi amelipa shilingi LIANA KWENTE MKATABA Hadaiwi/Anadaiwa shilingi KAMBA WALINDOKUBA () Ndani ya eneo kuna MINAZI, MUAHARABI, MLETIBE NI

MIPAKA YA ENEO

1. KASKAZINI THANI MOHAMMED BANE & ABALLAH I. Bwana
2. KUSINI NGALINGA NA NYANZUZI
3. MASHARIKI HASSANI KBT NYANZA
4. MAGHARIBI ABALLAH ISHA KA BUNDBWE NA NGALINGA

MASHAHIDI

1. Shahidi wa Muuzaji: THANI MOHAMMED BANE Saimi IMBane
2. Shahidi wa Muuzaji: HASSANI KBT NYANZA Saimi H. Bani
3. Shahidi wa Mnunuzi: PETER W. SENI Saimi Peter W. Seni
4. Shahidi wa Mnunuzi: YONGJIE WU Saimi Yongjie Wu

JINA LA MUUZAJI RASHIDI T WALIBI MZUZURI Saimi Rashid Twalibi Muzuri

JINA LA MNUNUZI BRILLIANT SANITARY WARE COMPANY LIMITED Saimi Apple

Mkataba huu umefanyika mbele ya M'Kiti wa Kitongoji cha GONGONI

Jina la Mwenyekiti-katibu wa kitongoji RASHIDI T. MZUZURI Saimi Rashid Twalibi Muzuri

IMEHIBITISHIWA KATIKA OFISI YA KIJJI NA Afisa Mtendaji wa Kijiji Mohammed Sabir Hagara Saimi Muhammad Sabir Hagara
Mhuri wa Mtendaji wa Kijiji

IMEPIIWA NA Mwenyekiti /Mjumbe wa Kijiji Jibrilumi Thabiti Mwanje Saimi Jibrilumi Thabiti Mwanje
Mhuri wa Mwenyekiti wa Kijiji

USIJENGE BILA KUPATA KIBAZI

AGIZO: Viheshtimiwa vyetu vya maji tunza Mazingira usiujenge njia au Barabara mpa... upa... yidhaa ya Serikali ya Kijiji

Certified True Copy of the
Peter Wencoslau Semu
Advocate, Notary Public & Commissioner
for Oaths
Signature: [Signature]
Date: 01/08/2024

