

**SALE OF LAND AGREEMENT**

**BETWEEN**

**PAULINE HAMIS NGOSHANI (as the administratrix of the estate of the  
late HAMIS MMADI NGOSHANI)  
(OF THE ON PART)**

**AND**

**BIOBUU COMPANY LIMITED  
(OF THE OTHER PARTY)**

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*In respect of the property* located at Dundani Street, in Mkuranga District, within Coastal  
Region

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**Drawn by:**

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M/S Mzizima Law Associates Advocates  
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**DAR ES SALAAM.**

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## SALE OF LAND AGREEMENT

THIS AGREEMENT is made this <sup>9<sup>TH</sup></sup>.....day of <sup>FEBRUARY</sup>....., 2023

### BETWEEN

**PAULINE HAMIS NGOSHANI** (as the administratrix of the estate of the late **HAMIS MMADI NGOSHANI**) of P. O. Box 105185, Dar as salaam, Tanzanian, adult and of sound mind (hereinafter referred as “the “**VENDOR**”) of the one part;

### AND

**BIOBUU COMPANY LIMITED** of P. O. Box 80394, Dar es Salaam, Tanzanian, adult of sound Mind (Hereinafter referred to as the “**PURCHASER**”) of the other part;

**WHEREAS**, the property subject of the sale is a parcel of land/farm located in mwasani, in Dundani Village, Vikindu Ward, Mkuranga District, within Coastal Region which has 17.2 acres with the following borders;

On the North it borders the road and the land owned by **ASHURA SHABANI NG'ONYO**

On the south it borders the land owned by **IBRAHIMU DEWA MSUMI**

On the west it borders the road and the land owned by **DR. HASSAN CHANDE**

On the east it borders the land owned by **FADHILI MAZENGO** and one **MPEMBA**

(Hereinafter referred to the “**the property**”).

**AND WHEREAS** the Vendor is desirous of selling the property and the purchaser is desirous of buying the same for a consideration of **Tanzania Shillings Ninety Million only (Say TZS. 90,000, 000/=)** (hereinafter referred to as the “**purchase price**”).

**THIS AGREEMENT WITNESSTH** as follows:

1. **THAT**, the purchase price of the property is **Tanzania Shillings Ninety Million only (Say TZS. 90,000, 000/=)** only.
2. **THAT**, the purchase price shall be paid in a single installment via Bank account No. 0112014084500 with Account Name of **PAULINE HAMISI NGOSHANI** maintained at **CRDB Bank Plc** with SWIFTCODE: **CORUTZTZXXX**

3. **THAT**, the **Vendor** represents and warrant to the **Purchaser** as of the date of signing of this Agreement that each representation and warranty as it applies to it, is true, accurate, complete and not misleading, otherwise they shall be liable for anything to the contrary.
4. **THAT**, the Vendor shall disclose his marital status and in case he is married, he shall make sure that the consent of his spouse is obtained and in case, the property is subject to the rights of heirs or any kind of beneficiaries, he shall make sure all heirs and/or beneficiaries consents to the said sale. The Purchaser shall not bear any liability to any beneficiary, heir or spouse whatsoever arising from this sale nor shall absence of consent from the said beneficiaries invalidate the sale. The liability ( if any) shall lie to the vendor
5. **THAT**, the **Vendor** guarantees that the property is free from any encumbrances whatsoever and further that, its description is believed and shall be deemed to be correct as disclosed or as apparent on inspection or search by any of them, and should the situation appear to be contrary, the vendor shall be bound to refund the whole purchase price and interest thereon at the prevailing interest rate.
6. **THAT**, all notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by email or any other means as the parties may agree.
7. **THAT** the **Vendor** shall execute such other documents and do such other acts and things as the **Purchaser** may reasonably require in perfecting the right, title and interest of the **Purchaser** in, the property.
8. **THAT**, the **Purchaser** shall be responsible for paying all fees and costs in connection with preparation of this sale agreement as well as transfer fees, capital gain tax and other related fees and costs as may be required by the respective Ministry.

9. **THAT**, the Vendor shall handover the vacant property IMMEDIATELY after the signing of this agreement or deposit of the purchase price whichever comes first.
10. **THAT**, this agreement shall be executed in four copies and each shall serve the purpose of the original.
11. **THAT**, all alterations and amendments to this agreement shall be valid only if they are made in written form and duly signed by both parties.
12. **THAT**, should there arise any dispute between the parties as to the interpretation of this agreement, the parties shall first refer the same to the Court of Law with competent jurisdiction.

**IN WITNESS WHEREOF** the parties' hereinabove have set their respective hands hereinto in the manner and on the date hereinafter appearing.

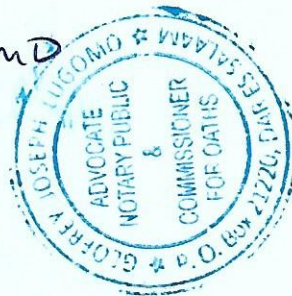
**SIGNED AND DELIVERED** at  
 Dar es salaam by the said  
PAULINE HAMIS NIKASHANI  
 who is known to personally/identified  
 to \_\_\_\_\_ me by-  
 \_\_\_\_\_  
 the latter being known  
 to me personally;  
 this 09 day of Feb. 2023

[Signature]  
 VENDOR



**BEFORE ME**

Name: GEORGEY JOSEPH LUBOMO  
 Signature: [Signature]  
 Postal Address: 21220, ASM  
 Qualification: ADVOCATE



**SIGNED AND DELIVERED** at Dar es salaam by the said KIGEN MARLON COMPTON on behalf of M/S BIOBUU COMPANY LIMITED, who is known to personally/identified to me by \_\_\_\_\_

the latter being known to me personally; this 09 day of FEBRUARY 2023



  
PURCHASER

**BEFORE ME**

Name: GEORGEY JOSEPH LUGOMO

Signature: 

Postal Address: 21220, Dar

Qualification: ADVOCATE



**OTHER WITNESSES**

Name: JEFFREY DAMALI

Signature: 

Postal Address: J.L.P. 146

Qualification: VILLAGE CHAIRMAN



Name: DIANA MWASUMILE

Signature: 

Postal Address: \_\_\_\_\_

Qualification: VEO WARD OFFICER



Name: COSMAS JOSEPH HAULE.

Signature:  0785230824

Postal Address: Box 607, ARUSHA

Qualification: BUYER'S WITNESS

**JAMHURI YA MUUNGANO WA TANZANIA**

**KATIKA MAHAKAMA YA MWANZO MANZESE/SINZA**

**WILAYA YA KINONDONI, MKOA WA DAR ES SALAAM**

**SHAURI LA MIRATHI NAMBA 89/2021**

**MWOMBAJI.....PAULINA HAMISI NGOSHANI**

**DHIDI YA**

**MAREHEMU .....HAMISI MMADI NGOSHANI**

**TAREHE YA HUKUMU 30/4/2021**

**MBELE YA P.F.KOMBA-HAKIMU.**

**WASHAURI 1. HASSAN JUMA**

**2. DORAH NDANSHAO**

**HUKUMU:**

Hili ni shauri la mirathi namba 89/2021, ambapo mwombaji ni Paulina Hamisi Ngoshani, 64, Mkristo, Mchaga, Mstaafu, Kijitonyama aliapa na kusema Marehemu ni mume wake na wamezaa Watoto 3 Marehemu amecha nyumbani shamba na kiwanja na akaunti C.R.D.B kwenye kikao walimteua kusimamia mirathi hii.

Hapa kuwa na hoja upande wa warithi.

SM2 ni Mirza Hamisi Ngoshani, 41, Mkristo, mmatumbi, biashara, msasani aliapa na kusema marehemu ni baba yake mzazi ameacha mke na Watoto watatu wamekubali kikao cha familia na walimchagua SM1 kuwa msimamizi.

SM3 ni Sada Hamisi Ngoshani, 45, mkristo, mmatumbi, biashara, upanga aliapa na kusema marehemu ni baba yake mzazi ameacha mke na Watoto wa tatu ameacha mali ambazo mama ameshazitaja kwenye kikao walimteua asimamie mirathi hii.

SM4 Aleck Hamisi Ngoshani, 35, mmatumbi, biashara, kijitonyama aliapa na kusema yeye ni mtoto wa marehemu, marehemu ameacha mke na Watoto wa tatu kwenye kikao tumemteua mama asimamie mirathi hii.

Kwakuwa hakuna pingamizi lolote lililojitokeza kwa mwombaji wa mirathi hii, na kwasababu mwombaji amekidhi matakwana ya kisheria ya kuwa msimamizi wa mirathi ya marehemu, kwa msingi huo na kwa mujibu wa **kanuni ya 2(a) sehemu ya I ya fasili Vya sharia ya Mahakama ya Mahakimu, sura ya 11 marekebisha 2002** ikisomwa pamoja na **kanuni ya 7(1) na (2) ya kanuni za mirathi katika Mahakama za Mwanzo, Tangazo la serikali Na. 49/1971** Mahakama hii imeyakubali maombi ya mwombaji na hivyo imemteua kuwa msimamizi wa mirathi ya marehemu.

HAKIMU PF KOMBA

*P.*

30/4/2021

MAHAKAMA YA MWANZI  
MANZESE, SINZA  
WILAYA YA KINONDONO

**Washauri**

1. Hassan Juma ..... *HJ*

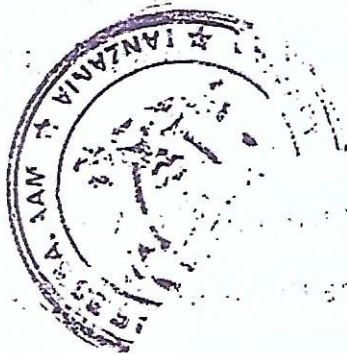
2. Dorah Ndanshau ..... *Dorah*

**AMRI**

- Hati ya usimamizi itolewe kwa msimamizi Masija Josephat Machunde.

- Barua iandikwe CRDB, kuandaa malipo ya marehemu kwa jina la mahakama.

Kufungā mirathi tarehe 30/10/2021.



HAKIMU PF KOMBA.

*P.*

30/04/2021.

MAHAKAMA YA MWANZI  
MANZESE, SINZA  
WILAYA YA KINONDONO

JAMHURI YA MUUNGANO WA TANZANIAUSIMAMIZI WA MIRATHI(S.M.M 1963 NYONGEZA YA 5 FUNGU 2)

Mbele ya Mahakama ya Mwanzo

MANZESE / SINZA

Usimamizi wa Mirathi namba

89 / 2021

Bwana/Bibi

PAULLINA HAMIS NGOSTANI

Ameteuliwa kuwa msimamizi wa mirathi ya marehemu

HAMIS MMADI NGOSTANI

Aliyefariki mnamo tarehe

27 / 04 / 2020

Akiwa ameahidi kusimamia mirathi kwa wema na uaminifu kama ilivyoelezwa chini

Mirathi isimamiwe kwa kufuata nakala ya wosia wa marehemu ulioambatanishwa.

P.  
HAKIMU

MAHAKAMA YA MWANZO

MAHAKAMA YA MWANZO  
MANZESE / SINZA  
WILAYA YA KINONDONO

Mirathi hii itishia kwa kiapo nitasimamia kwa wema na uaminifu mirathi ya marehemu aliyetajwa hapo juu, nikilipa madeni ya haki na kugawa baki ya mirathi yake kwa mujibu wa sheria. Nami nitaweka Hesabu kamili na za kweli za malipo yote au mirathi ya marehemu pamoja na jinsi nitakavyofanya nayo nami nitaonyesha Hesabu hizo mbele ya Mahakama hii siku yoyote zitakapotakiwa.

IMETIWA SAHIHI LEO TAREHE

30 / 04 / 2021

SAHIHI

MSIMAMIZI

NATHIBIISHA KWAMBA  
HII NI NAKALA HALISIP.  
SINZA 30 / 04 / 2021  
MAHAKAMA YA MWANZO

SM2 ni Mirza Hamisi Ngoshani, 41, Mkristo, mmatumbi, biashara, msasani aliapa na kusema marehemu ni baba yake mzazi ameacha mke na Watoto watatu wamekubali kikao cha familia na walimchagua SM1 kuwa msimamizi.

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# DETAIL SURVEY AT MKURANGA FARM 1 - COASTAL REGION

