



THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT, 1999  
(NO. 4 OF 1999)

Land Form No. 33



CERTIFICATE OF APPROVAL OF A DISPOSITION  
[Under Section 39]

To: JOHN FELIX ORIO  
P.O. BOX 4865

Title Number: 100750  
LD Number: 249692  
LO Number: 234189  
Transaction NO.: KND01562126

I, **Ramla Ahmed Mwasha Authorised Land Officer** hereby approve the disposition of the right of occupancy under the above reference subject to the following:

PROPERTY

#	Plot No.	Block	District/Location	Area (square meters)	Reg. Plan No.
1.	114		Kinondoni / Ada Estate	one thousand two hundred and seventeen (1,217.00)	34749

Tenancy Type: **Single Tenancy**  
Purpose: **Transfer**

TRANSFEROR

#	Name	Address
1.	John Felix Orio	P.O. BOX 4865

TRANSFeree

#	Name	Address
1.	BESTA DIAGNOSTIC CENTRE LIMITED	P.O. BOX 5596, Kinondoni, Dar es Salaam

Date: 29-Feb-2024

The following payments have been paid:

Control Number:	991178725651	Bill ID:	KND00517473
Due Date:	24-Mar-2024	Date Paid:	24-Feb-2024
Total Amount Billed:	25,400,000 TSh	Total Amount Paid:	25,400,000 TSh
<b>Fee Breakdown:</b>			
1. Stamp Duty			12,700,000
2. Registration Fees			12,700,000

Control Number:	991178677071	Bill ID:	KND00509814
Due Date:	08-Mar-2024	Date Paid:	07-Feb-2024
Total Amount Billed:	120,000 TSh	Total Amount Paid:	120,000 TSh

<b>Fee Breakdown:</b>	
1. Application Fee (Transfer)	80,000
2. Notification of Disposition	40,000

Copy: The Registrar of Titles

**THE LAND ACT, NO. 4 OF 1999**

**THE LAND REGISTRATION ACT  
(CAP. 334 R.E 2002)**

## **SALE AGREEMENT**

**BETWEEN**

**JOHN FELIX ORIO**

**AND**

**BESTA DIAGNOSTIC CENTRE LIMITED**

---

In respect of the Property located at Plot No.114, with an area of square meter 1,217  
located at Ada Estate, Kinondoni Municipality, Dar es Salaam.

THIS SALE AGREEMENT is made at Dar es Salaam on this ...21<sup>st</sup>... day of July 2023.

**BETWEEN**

**JOHN FELIX ORIO** of P.O. Box 4865, Dar es Salaam, who is fully entitled and vested with land which is contained in a Right of Occupancy with a Certificate of Title Number 100750 located at Plot Number 114 Ada Estate, Tunisia Road, Kinondoni Municipality within the City of Dares Salaam (The '**Seller**'), which expression shall include wherever applicable, its legal representatives, agents, successor in title and assigns of the **ONE PART**;

**AND**

**BESTA DIAGNOSTIC CENTRE LIMITED** a limited liability company incorporated and duly existing under the laws of the United Republic of Tanzania with its registered address at Plot 122, Ada Estate Tunisia Road P.O. Box 5596, Dar es Salaam- Tanzania (the '**Purchaser**'), which expression shall include wherever applicable, its legal representatives, agents, successor in title and assigns of the **OTHER PART**.

**RECITALS:**

**WHEREAS** the Seller who is the Owner of land which is located at Plot Number 114, Ada Estate, Tunisia Road, Kinondoni Municipality, Dar es Salaam, is willing to sale it at the herein stipulated terms of sale (herein referred to as "**Property**").

**WHEREAS** the Purchaser is desirous of purchasing the Property at the price and on the terms set out herein below however, the Seller is willing and capable to sell the same to the Purchaser in accordance with the terms and conditions set forth herein;

**WHEREFORE, IT IS HEREBY AGREED BY BOTH PARTIES AS FOLLOWS:**

1. **INTERPRETATION:**

In this Agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

"Agreement" shall mean this Agreement and shall include any annexure, addenda, schedules or appendices hereto;

"Land" means an area comprising with total area of square meter 1,217 located at Plot No. 114, Ada Estate, Tunisia Road, Kinondoni Municipality, Dar es Salaam.

"Occupation Date" means the date of handover of the Property by the Seller to the Purchaser.

"Property" means the said land in the context ascribed herein by this Agreement.


2. **IN THIS AGREEMENT**

- a) Unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.
- b) Expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- c) Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- d) If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the interpretation Clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- e) The Recitals and Annexes to this Agreement are deemed to be incorporated in and form part of this Agreement.

3. **SALE AND PURCHASE:**

- a) Upon and subject to the terms and conditions of this Agreement, the Seller hereby sells to the Purchaser and the Purchaser shall purchase and acquire from the Seller, the Property for the price of **Tanzanian Shillings One Billion Two Hundred Seventy Million [Tshs. 1,270,000,000/=]** hereinafter to be referred to as "the Purchase Price". The parties understands the provisions as to VAT are not applicable herein, however in the event the same are found applicable the Purchaser agrees to bear the responsibility.
- b) The Purchaser commits to hold the property until consent of the Commissioner for Lands is been granted for the transfer to proceed and if the transfer cannot be granted, the Lease Agreement shall prevail (see executory of the Lease Agreement signed by both parties).

JHT

  
1/2/2015

- c) The Property is sold free from all registered encumbrances but is sold subject to all other rights and interests to which the Property is a subject in law.
- d) For the purposes of payment, the Purchaser will remit prepayment amount of Tanzanian Shillings Four Hundred Million [Tshs. 400,000,000/=] into the Seller's indicated account within fourteen (14) days after signing this agreement as provided in the attachment and which shall form part of this agreement; The second prepayment amount of Tanzania Shillings Three hundred million [ Tshs. 300,000,000/=] shall be paid within two months from the date for signing this agreement; the third prepayment amount of Tanzanian Shillings Three hundred million [ Tshs. 300,000,000/=] shall be paid to in the account within three [3] months [20<sup>th</sup> October, 2023] after the seller evacuating the property completely. The remaining balance of Tanzania Shillings Two Hundred Seventy Million [ Tshs 270,000,000/=] will be paid as per Lease Agreement on Jun 30,2031.

4. **OCCUPATION/POSSESSION:**

Upon execution of this Agreement as stated under Article 3(iv) hereinabove, the Seller shall:

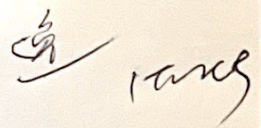
- a) Deliver the Property which are capable of passing by delivery, together with all necessary documents for the Purchaser to be allocated the said Property purchased;
- b) Duly execute conveyances, transfers, assignments and consents as are necessary to complete Property to be allocated to the Purchaser; but not limited to the relevant instruments for the said transfer to proceed with Registration of the said transfer.
- c) Deliver vacant possession of the Property to the Purchaser within Ninety (90) days after signing this agreement at his own cost.

5. **RISK:**

From the date the handover of the Property has been made to the Purchaser, all risks and benefits of the Property as on transfer date shall pass from the Seller to the Purchaser except for the issue which were not made aware to the Purchaser from the Seller.

6. **EFFECTIVE DATE:**

The effective date of this agreement shall be on 30<sup>th</sup> June, 2031, or upon the transfer has been granted by the Commissioner for Lands.



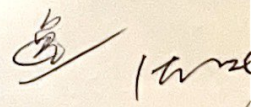
7. **REPRESENTATIONS AND WARRANTIES OF THE SELLER:**

That the Occupier/Seller represents and warrants the following to the Purchaser as of the date of signing of the Agreement.

- a) The Seller shall change the purpose of land from "RESIDENTIAL" to BUSINESS/INSTITUTE" at his own cost within 3 month starting from Jul 21,2023-Oct 20,2023.
- b) The Seller acknowledges that the Purchaser is relying upon such representations and warranties in entering into the Agreement.
- c) The Seller hereby assures the Purchaser that the Property is not under any lease or licenses neither has it been granted to any third party or any part that the property is free from any encumbrances.
- d) The Seller has a legal ownership of the Property and save as otherwise disclosed, the Property is not subject to any mortgage, charge, floating charge, debenture, pledge, lien, hire purchase or other encumbrance of any nature whatsoever;
- e) With exercise of sufficient due diligence, all restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the property, to the best of their knowledge, have been observed and performed and no notice of breach of any of the same have been received or are, to the Seller's knowledge, likely to be received;
- f) Save as disclosed, there are no restrictive covenants, statutory provisions, orders, charges, restrictions, agreements, conditions or other matters which preclude the use of the Property for which purposes they are now being used;
- g) The execution or performance of this Agreement will not result in any breach of any agreement to which the Seller is a party or of any court order; and
- h) No any step has been taken or legal proceedings been started or threatened against the Seller for the appointment of a liquidator, receiver, administrator, or similar officer over any or all of its property which would prevent, inhibit or otherwise have a material adverse effect on the ability of the Seller to fulfill its obligations under the Agreement.

8. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER:**

The Purchaser represents and warrants the following to the Seller as of the date of signing of the Agreement and the Purchaser acknowledges that the Seller is relying upon such representations and warranties in entering into the Agreement:



- a) Memory Logo: Upon acquiring and developing the plot mentioned above the Purchaser shall put a memory logo, in an open space, in front of the building which shall be in honor and memory of the Seller and his family.
- b) Free Body Checkup: The Seller (**JOHN FELIX ORIO only**) shall enjoy a free body checkup annually upon the services available at Purchaser's health facilities.
- c) The Purchaser is in good standing under the laws of Tanzania with full power and authority and the legal right to purchase the property and enter into this Agreement;
- d) All necessary actions or other actions required to authorize the entering into the Agreement by the Purchaser and the performance of their obligations have been duly taken;
- e) The execution of the Agreement or performance of its terms will not result in any breach of any agreement to which the Purchaser is a party or of any court order;
- f) The Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and a binding obligation of the Purchaser in accordance with its terms.

9. **APPROVAL AND REGISTRATION OF TRANSFER:**

- a) The parties hereto agree that they shall simultaneously with the execution of this Agreement execute, Transfer Deeds for the conveyance of the Property by the Seller to the Purchaser;
- b) The registration of Property in favor of the Purchaser shall be effected and completed jointly by the Seller and Purchaser or through the transaction advocates instructed by the parties;
- c) All taxes and fees payable on the transfer and registration of the Property (including Transfer fee, Stamp Duty, Capital Gain Tax) shall be payable by the Purchaser;
- d) The Purchaser shall accept transfer of the landed property subject to all conditions and servitudes benefiting or burdening the property and the Land;

*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

10. **DOMICILIA AND NOTICES:**

- a) The parties choose as their *domicilia citandi et executandi* ("domicilia") their respective addresses set out in this clause for all purposes of giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this agreement, as follows: -

**SELLER:**

**JOHN FELIX ORIO,**

P.O. Box 4865, Dar es Salaam. Tel: 0713 602 996 / 0784 214 243

Plot Number 114 Ada Estate, Tunisia Road, Kinondoni ,Dar es Salaam

**PURCHASER:**

**BESTA DIAGNOSTIC CENTRE LIMITED,** registered address at Plot 122, Ada Estate, Tunisia Road, P.O. Box 5596, Dar es Salaam- Tanzania

Email: besta2012@gmail.com

Tel: 0655-663738/ 0652-062011.

- b) Notice or demand hereunder may be duly given to either party by registered post or other speedier mode of communication or transmission whether manual or electronic including but not limited to E-mail properly addressed to the addresses herein above written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes fourteen (14) days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

11. **SOLE CONTRACTUAL RELATIONSHIP:**

- a) The parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.
- b) No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the Parties hereto.
- c) Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. An assignment will not relieve either party of any contractual obligations.

12. **INDULGENCES:**

No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

13. **INDEMNITY:**

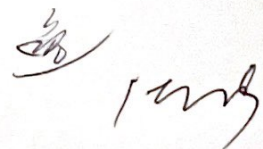
Each Party undertakes to indemnify the other Party on a full and unqualified indemnity basis against any action, claim, loss, cost, damage or expense either Party may suffer or incur as a result of any document delivered to it pursuant to this Agreement being unauthorized, invalid or for any reason ineffective for its purpose.

14. **BREACH:**

- a) Should either party fail to comply punctually with any provision of this Agreement, whether it be a material provision or not, it will be obligated to notify the other in writing of the failure and make demand to rectify the failure within Fourteen (14) Calendar days from the date of the notice and should the notified party fails to remedy the breach by the said date, the notifying party will then be entitled without prejudice to any other rights which it may have and without further notice or process.
- b) Should either party fail to comply with any provision of this Agreement or any part thereof a procedure and render this Agreement redundant such party shall be liable to compensate the other at a rate of 30% of the Purchase price of this Agreement and the Purchase price money to be unconditionally refunded to the Purchaser's bank account within (14) Fourteen calendar days.

15. **DISPUTE RESOLUTION:**

- a) In the event of any dispute or difference arising between the parties in relation to or arising out of this Agreement, the parties shall forthwith, upon receipt of a notice in writing from the Party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In the event the parties fail to reach a settlement amicably within a period of fourteen (14) business days either Party may refer the dispute or difference to a single arbitrator under the provisions of the Arbitration Act, Cap. 15 of the Laws of Tanzania



- b) The appointment of the Arbitrator shall be made in accordance to the provisions of the Arbitration Act, Cap. 15, and become final and binding on the Parties.
- c) The arbitration shall take place in Dar es Salaam, Tanzania; The decision of the Arbitrator shall be final and binding on the parties; and The decision may be made as an order of a court of competent jurisdiction.

16. **SEVERABILITY:**

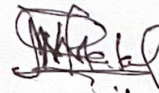
If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner of Lands, Registrar of Titles, or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

17. **GOVERNING LAW:**

This Agreement shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year written herein.

SIGNED and DELIVERED by the said JOHN FELIX ORIO who is known to me personally/ identified to me by ..... the latter being known to me personally in my presence this ..... day of ..... 2023.



**SELLER**



Name: RHODA REUBEN MWANRI

Signature: *R. Reuben*

Address: Box 105112, D'JACAAM

Designation: ADVOCATE



SEALED with the COMMON SEAL of the said  
BESTA DIAGNOSTIC CENTRE LIMITED and  
DELIVERED in the presence of us this 21<sup>st</sup>  
day of JULY 2023.

SEAL

Name: *Shi Shi Yi*

Signature: *Shi Shi Yi*

Address: 5596

Designation: Director

Name: *Shen Dingding*

Signature: *Shen Dingding*

Address: 5596

Designation: Director

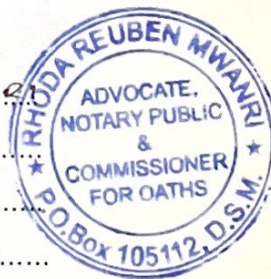
BEFORE ME:

Name: RHODA REUBEN MWANRI

Signature: *R. Reuben*

Address: Box 105112, D'JACAAM

Designation: ADVOCATE



*JH*