

SALE AGREEMENT

BETWEEN

**RWEBUGISA RWABYO MUTAHABA
OF
P. O. BOX 4396,
DAR ES SALAAM**

AND

**SAHIN GROUP GENERAL LIMITED
OF
P.O. BOX 13563,
DAR ES SALAAM**

**REGARDING SALE OF PLOT NO. 513 JANGWANI BEACH AREA COMPRISED
UNDER THE CERTIFICATE OF TITLE NO. DSMT1021903**

THIS AGREEMENT is made this day of 2024.

BETWEEN

RWEBUGISA RWABYO MUTAHABA of P. O. BOX 4396, Kinondoni, DAR ES SALAAM, a natural person living for gain in Dar es Salaam. (Hereinafter referred to as the **VENDOR**) the term within whose expression shall include and extend to person and or entities deriving title under the **VENDOR**, its successors, heirs, agents and assignees of one part.

AND

SAHIN GROUP GENERAL LIMITED of P.O. BOX 13563, DA ES SALAAM, Oyster bay, Dar es Salaam, Tanzania. (Hereinafter referred to as the **PURCHASER**) the term within whose expression shall include and extend to persons and or entities deriving title under the **PURCHASER**, its successors, heirs, agents and assignees of one part.

PREAMBLE:

- A. WHEREAS** the **VENDOR** has power of attorney to sell the landed property described as **Plot No. 513, Jangwani Beach area in Kinondoni Municipality held and comprised under the Certificate of Title No. DSMT1021903 (Hereinafter called Demised Premises)** and willing to convey the same to the **PURCHASER**.
- B. WHEREAS** the **PURCHASER** wishes to purchase from the **VENDOR**, and **VENDOR** wishes to sell to the **PURCHASER** the aforementioned property upon the terms and conditions contained in this Sale Agreement, and on other terms, unless mutually agreed.

NOW THIS AGREEMENT WITNESS AS FOLLOWS: -

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides:-

“Agreement” means this Sale Agreement between the **VENDOR** and the **PURCHASER** leading to the sale of the landed property described as **Plot No.513, Jangwani Beach area in Kinondoni Municipality held and comprised under the Certificate of Title No.DSMT1021903**

“Parties” means the signatories to this Agreement

“Purchase Price” means the amount of **Tanzanian Shilling One Hundred and Fifty Million only (TSH. 295,000,000/=)** payable to the **VENDOR** by the **PURCHASER** as the consideration for purchase of the landed

property described as **Plot No.513, Jangwani Beach area in Kinondoni Municipality held and comprised under the Certificate of Title No.DSMT1021903.**

“Land” means any fixture, building or house, plants and natural vegetation attached permanently on the face by earth

- 1.2 Reference to the singular includes, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice versa and words importing personals shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE

2.1 The land to be sold to the **PURCHASER** is the landed property described as **Plot No.513, Jangwani Beach area in Kinondoni Municipality held and comprised under the Certificate of Title No.DSMT1021903.** The plot of land is sold as it is and the Purchaser has inspected to his satisfaction on the land as per survey plan.

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

3.1 Parties to this Agreement have mutually agreed that the Purchase Price of the said land shall be a sum of Tanzanian Shilling **Tanzanian Shilling Two Hundred Ninety Five Million only (TSH. 295,000,000/=)** payable to the **VENDOR** by the **PURCHASER** for purchase of the landed property described as **Plot No.513, Jangwani Beach area in Kinondoni Municipality held and comprised under the Certificate of Title No. DSMT1021903.**

3.1.1 The Purchase price shall be paid by **PURCHASER** to the **VENDOR** in 2 installments, with the 1st installment of TZS 150,000,000 payable within two weeks of the execution of this Agreement and balance payment of TZS 145,000,000 payable within four weeks of the execution of this Agreement by both parties, and the **VENDOR** shall render vacant possession of the Demised Premises, 2 months from the date of payment of the Purchase Price. Any failure of payment of the purchase price shall render this agreement null and void.

3.2 The Purchase Price shall be deposited by the PURCHASER to the VENDOR into the OWNER'S CRDB Account NO. 01J1055925300 held at CRDB Bank Plc (Bukoba Branch) in the names of GELASE RWABYO MUTAHABA On 1st SEPTEMBER, 2024 for the 1st Installment and by 30th September for the 2nd Installment.

ARTICLE 4.

4.1 The VENDOR hereby covenants to the PURCHASER as follows:

4.1.1 That, the Land that the VENDOR is selling to the PURCHASER is VENDOR's land, and there is no pending dispute over the ownership of the said land against the VENDOR, however, if a dispute arises following the sale of this land to the PURCHASER, the VENDOR agrees to settle the said dispute without jeopardizing PURCHASER's rights of ownership established under this Agreement.

4.1.2 That, the parties shall work closely to ensure the landed property is fully transferred to the PURCHASER and the Title Deed duly registered in the name of the PURCHASER.

ARTICLE 5.

5.0 THE VENDOR WARRANTIES

5.1 The VENDOR hereby warrant to the PURCHASER as follows:

5.1.1 The VENDOR hold good marketable title to the property and that the property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.

5.1.2 All restrictions, conditions and covenants (including any imposed by or pursuant to any lease affecting the property) have been observed and performed and no notice of any breach of any of them has been received and or is likely to be received.

5.1.3 All information given by or on behalf of the VENDOR to the PURCHASER leading to this Agreement was given and remains true and accurate and the VENDOR is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate and or misleading.

5.1.4 The execution or completion of this Agreement or performance of its terms will not result in breach of any Court Order and or agreement to which the VENDOR is party;

5.1.5 The VENDOR guarantees that there is no encroachment by the property onto any neighboring property and VENDOR further assure the PURCHASEFR that, there is no easement or servitude rights which have been created over the property to anyone.

5.1.6 The **VENDOR** guarantees against any intended expropriation of the property by the government and or any other person.

5.1.6 The **VENDOR** gives warrant that the plot is free from mortgage, lien, pledge or any other encumbrances whatsoever and it shall be upon the **VENDOR** to make clearance of land rent, electricity bills and water supply bills relating to the aforesaid property.

ARTICLE 6.

6.0. THE VENDOR'S AND PURCHASER'S COVENANTS

6.1. The **VENDOR** and the **PURCHASER** hereby expressly agree that completion of this Agreement will take place on the happening of the following events:

6.1.1 Approval is received from the Commissioner for Lands or any Authorized Officers for the transfer of a land from the **VENDOR** to the **PURCHASER**.

6.1.2 Registration of the **PURCHASER** as the registered owner of the said landed property in the name of the **PURCHASER**.

6.1.3 This Sale Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.

6.1.4 No agreement varying, adding to, deleting from and or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

ARTICLE 7

7.0. DISPUTE CLAUSE

7.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties failing which the matter will be referred to the Court of Law construed in accordance with the laws of the United Republic of Tanzania.

ARTICLE 8

8.0 MISCELLANEOUS PROVISIONS

8.1 The **PURCHASER** shall be responsible for the payment of all taxes and mandatory government fees including the Capital Gain Tax as assessed by TRA; brokerage charges as assessed by the broker (s); Registration Fees; Stamp Duty Legal Consultation fees; documentation cost; attestation fees; valuation processes cost, transfer processes facilitation cost and any other cost incidental thereto.

8.2 Except in the case of express waiver, the fact that one party does not exercise all or any of its rights conferred by this Agreement, in any event that shall not constitute a waiver, or abandonment of the right so conferred.

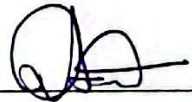
8.3 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.

8.4 This Agreement shall be in the English Language and in three (3) originals each being authentic.

8.5 This contract will be invalid after the full payment of the agreed consideration and there will be the signing of the new contract/Agreement to furnish the deal after full payment has been done.

IN, WITNESS WHEREOF the parties here in above have set their hands on this presents at Dar es Salaam on the day, the year and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said RWEBUGISA RWABYO MUTAHABA who is known to me personally the latter being known to me personally in my presence this.....day of..... 2024.



VENDOR'S SIGNATURE



BEFORE ME:

SIGNATURE: 

POSTAL ADDRESS: Box 8252, Dar es Salaam

QUALIFICATION: Advocate



SEALED and DELIVERED by the said
SAHIN GROUP GENERAL LIMITED
in our presence this.....day of.....2024.

SEAL

SAHIN GROUP GENERAL LIMITED
Reg. No 175871764
Plot No 4/2, Block N/A
OYSTERBAY DAR ES SALAAM TANZANIA

BEFORE US:

NAME: Furkan SAHIN

SIGNATURE: 

POSTAL ADDRESS: 13573 Dar es Salaam

QUALIFICATION: Managing Director



NAME: SOPHIA GLADNESS KHELILE

SIGNATURE: 

POSTAL ADDRESS: 76060 DAR ES SALAAM

QUALIFICATION: ADVOCATE



DRAWN BY:

SOPHIA GLADNESS KHELILE

P. O. Box 76060,

DAR ES SALAAM.



THE UNITED REPUBLIC OF TANZANIA
CERTIFICATE OF OCCUPANCY
 THE LAND ACT, Cap 113
 (Under Section 29)



Title Number: **DSMT1021903**

Date of Registration: **14-Apr-2022 [10:54]**

Handwritten signature

REGISTRAR OF TITLES
 (19-Apr-2022)

Registered under section 35 of the Land Registration Act (Cap 334).



I. REGISTERED OCCUPIER AND TENURE

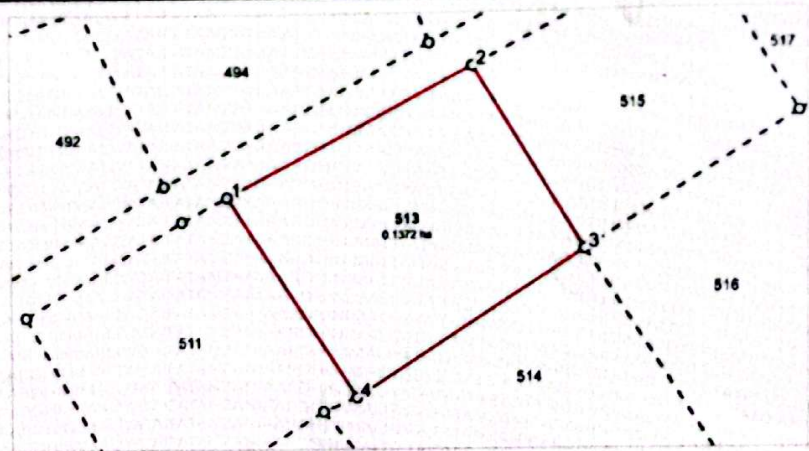
THIS IS TO CERTIFY that **GELASE RWABYO MUTAHABA** of P.O. BOX 4396, Kinondoni, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **ninety nine (99) years** from the first day of April two thousand and nine according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

II. DESCRIPTION OF THE PROPERTY

District: Kinondoni
 Location: JANGWANI BEACH
 Block: -
 Plot No.: 513
 Area: 1,372.00 Square Metres
 Reg. Plan No.: 53500

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S		
	X	Y
1	524614.38	9259368.64
2	524650.98	9259387.61
3	524667.65	9259360.58
4	524633.80	9259338.87



III. CONDITIONS OF THE RIGHT

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for Residential purposes only. Use Group(s) and Use Class(es) A (a), (c); as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

IV. DISCLAIMER

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

GIVEN under my hand and my official seal the day and year first above written.

COMMISSIONER FOR LANDS
 (14-Apr-2022)

OCCUPIER:



Gelase Rwabyo Mutahaba
 (19-Apr-2022)





D Number: DSMF0029474
 Date/Time: Sep/13/2024 12:06
 Transaction No: DSM01672388
 Registration Officer of Title

THE LAND REGISTRATION ACT (CAP.334)
APPLICATION FOR FILING OF A POWER OF ATTORNEY
(SECTION 96)

CT NO. DMST 1021903,
 PLOT NO. 513,
 JANGWANI BEACH AREA,
 KINONDONI MUNICIPALITY.

I, **GELASE RWABYO MUTAHABA**, of P.O. Box 4396, Dar es Salaam and **RWEBUGISA RWABYO MUTAHABA** of P.O BOX 4396, Dar es Salaam being respectively the Donor and Donee of a Power of Attorney dated 27th August 2024, **HEREBY APPLY** that such Power of Attorney be filed in accordance with the provisions of Section 96 of the Land Registration Act (Cap.334).

SIGNED and DELIVERED by the said **GELASE RWABYO MUTAHABA** who is known to me personally/identified to me by Roman Muzumbuko..... the later being known to me personally, in my presence this 27th day of August 2024



DONOR/THUMB



Name:
 Signature: [Signature]
 Postal Address: 4003 DSM
 Qualification: Advocate/Notary Public



SIGNED and DELIVERED by the said **RWEBUGISA RWABYO MUTAHABA** who is known to me personally/identified to me by Roman Muzumbuko..... the later being known to me personally, in my presence this 27th day of August 2024

[Signature]

DONEE



Name:
 Signature: [Signature]
 Postal Address: 4003 DSM
 Qualification: Advocate/Notary Public

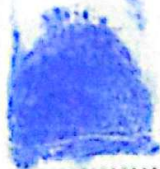


THE LAND REGISTRATION ACT (CAP.334)
APPLICATION FOR FILING OF A POWER OF ATTORNEY
(SECTION 96)

CT NO. DMST 1021903,
PLOT NO. 513,
JANGWANI BEACH AREA,
KINONDONI MUNICIPALITY.

I, GELASE RWABYO MUTAHABA, of P.O. Box 4396, Dar es Salaam and RWEBUGISA RWABYO MUTAHABA of P.O BOX 4396, Dar es Salaam being respectively the Donor and Donee of a Power of Attorney dated 27th August 2024, HEREBY APPLY that such Power of Attorney be filed in accordance with the provisions of Section 96 of the Land Registration Act (Cap.334).

SIGNED and DELIVERED by the said GELASE RWABYO MUTAHABA who is known to me personally/identified to me by Roman Mzumbe the later being known to me personally, in my presence this 27 day of August 2024


.....
DONOR/THUMB

Name: Fraterino L. Muzabe
Signature: [Signature]
Postal Address: 1003 DSM
Qualification: Advocate/Notary



SIGNED and DELIVERED by the said RWEBUGISA RWABYO MUTAHABA who is known to me personally/identified to me by Roman Mzumbe the later being known to me personally, in my presence this 27th day of August 2023.

[Signature]
.....
DONEE

Name: Fraterino L. Muzabe
Signature: [Signature]
Postal Address: 1003 DSM
Qualification: Advocate/Notary



SPECIFIC POWER OF ATTORNEY

I, **GELASE RWABYO MUTAHABA**, of P.O. Box 4396, Dar es Salaam (hereinafter called the "APPOINTOR") being unable to be present by myself to deal with and complete the matters the subject of these Presents **DO HEREBY APPOINT AND CONSTITUTE MR. RWEBUGISA RWABYO MUTAHABA**, of P.O. Box 4396, Dar es Salaam, Tanzania as my lawful Attorney (hereinafter called "ATTORNEY") and for and on my behalf to do any or all of the following acts and deeds, namely:

1. In my stead and on my behalf to sell my landed property known as Plot No. 513 situated at Jangwani Beach Area in Kinondoni Municipality, Dar es Salaam as held by me through a Certificate of Title No. **DSMT1021903**;
2. To sign on my behalf all documents relating to the sell and transfer of the said plot of land as required by relevant land authorities and upon payment of the purchase price by the prospective buyer namely **M/S SAHIN GROUP GENERAL LIMITED** of P.O. Box 76060, Dar es Salaam;
3. This Power of Attorney shall remain in force until revoked by me and I will not in any way, either by a civil suit or criminal charge, contest any transaction executed with my Attorney under this Deed.

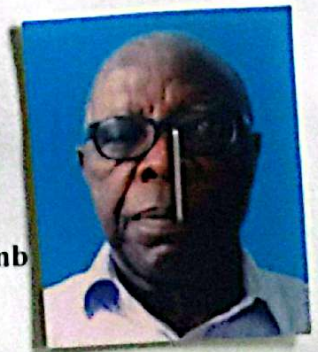
AND I HEREBY AGREE TO RATIFY whatsoever the said Attorney shall do with the power hereby granted.

SIGNED and DELIVERED in Dar es Salaam
by the said **GELASE RWABYO MUTAHABA**
who is known

to me/has been introduced to me by *Rudnyisa R. Mutahaba*
the latter being known to me personally in my presence
this *27th* day of *August* 2024



Donor/Thumb



WITNESS:

Name: Roman S.L. Masumbuko
Signature: [Handwritten Signature]
Address: Box 8252, Dar es Salaam
Qualification: ADVOCATE



SIGNED and DELIVERED in Dar es Salaam

by the said **RWEBUGISA RWABYO MUTAHABA**

who is known

to me/~~has been introduced to me~~ by

the latter being known to me personally in my presence

this 29th day of August 2024

[Handwritten Signature]
Donee



WITNESS:

Name: Roman S.L. Masumbuko
Signature: [Handwritten Signature]
Address: Box 8252, Dar es Salaam
Qualification: ADVOCATE





UNITED REPUBLIC OF TANZANIA
JAMHURI YA MUUNGANO WA TANZANIA
EXCHEQUER RECEIPT
STAKABADHI YA MALIPO YA SERIKALI

RECEIPT NUMBER	924243273580719
RECEIVED FROM	GELASE RWABYO MUTAHABA
AMOUNT	TZS 51,000.00
AMOUNT IN WORDS	FIFTY-ONE THOUSAND
IN RESPECT OF	LAND REGISTRATION FEES, STAMP DUTY
BANK REFERENCE	GWX101220688649
CONTROL NUMBER	9911710477684
PAYMENT DATE	Aug 30, 2024
ISSUED BY	MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT
DATE ISSUED	Aug 30, 2024
SIGNATURE	-----