

AGREEMENT FOR SALE OF A RIGHT OF OCCUPANCY

MADE BETWEEN

KUMKALILE TIAOTE MANOZA, ESTER TIAOTE SIMBA, RAJABU JUMA

RAJABU

AND

SUKI FOOD COMPANY LIMITED

**FOR THE SURVEYED PARCEL OF LAND MEASURING APPROXIMATELY
13,760 SQUARE METERS LOCATED AT KWAZOKA VILLAGE, KWAKISALI
HAMLET, VIGWAZA WARD IN CHALINZE DISTRICT – PWANI**

DRAWN BY:

Kelvin K. Bakebula Esq.

Steward & Shitong Attorneys,

Plot No 2478/5,

Sea View/Obama Drive,

Upanga, Opposite Azania Bank formerly Bank M,

P.O Box 105246.

Dar es Salaam.

Phone: 0767 893 000

THIS AGREEMENT is made on the 22nd day of OCTOBER, 2024

BETWEEN

Kumkalile Tiaote Manoja, Ester Tiaote Simba, Rajabu Juma Rajabu of Post Office Box 05, Kwakisali hamlet, Kwazoka village, Vigazwa Ward, Pwani (Hereinafter jointly referred to as "**VENDORS**" which expression shall where the context to admits include and extend to persons deriving title under the **VENDORS**, their successors and assigns) of one party;

AND

SUKI FOOD COMPANY LIMITED a limited liability company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box, Dar es Salaam. (Hereinafter called the "**PURCHASER**" which expression shall where the context so admits include and extend to persons delivering title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

- A.** The VENDORS is lawfully owner of the Right of Occupancy over all the land located at Kwakisali hamlet, Kwazoka village, Vigazwa Ward, Pwani, a surveyed parcel of land measuring not less than **13,760 SM²** as best described in the Town planning map, attached herewith forming part of this agreement; hereinafter referred to as "**the property**"
- B.** The VENDORS is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the VENDORS at a consideration of **TZS 140,000,000/= (Tanzania Shillings One Hundred Forty Million Only)** Hereinafter referred to as the "**purchase price**")
- C.** The Purchaser has undertaken the necessary due diligence on the property and acknowledge the current condition and the state of the property and he is willing to purchase the property in its current condition, subject to the terms and conditions hereinafter appearing.
- D.** The parties are willing to cooperate to realize these objectives and acknowledge the facts that completions of this transaction shall only be triggered by successful execution of the terms and conditions set out in this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0. Definitions and Interpretation

- 1.1.** 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'	means this Sale Agreement and includes any amendment, appendices, addendums, or other novation agreed and duly signed and executed by the parties in accordance with the terms of this Agreement;
'Applicable laws'	means the laws of the United Republic of Tanzania;
'Commissioner'	Means the Commissioner of Lands appointed under the provisions of the land laws of Tanzania;
'Execution Date'	Means the last date upon which this Agreement has been duly executed and signed by each of the parties;
'Notice'	means any notice issued under this Agreement to notify the parties
'Purchaser'	Means SUKI FOOD COMPANY LIMITED
'Purchase Price'	Means the consideration for the purchase of the Property, which is TZS 140,000,000/= herein agreed to be paid to the VENDORS by the Purchaser;
'Property'	means all that the land, trees and buildings if any erected on un-surveyed parcel of land measuring APPROXIMATELY not less than 13,760 Square meters located at Kwakisali hamlet, Kwazoka village, Vigazwa Ward, Pwani

1.2. In this Agreement (including the recitals hereto and the schedules), unless the context otherwise requires or clearly indicates otherwise, reference to:

1.2.1. Words denoting the singular number only shall include the plural number also and vice versa and words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.

1.2.2. Sub-clauses, clauses, Sections and the Schedules shall be construed as references to sub-clauses, clauses and sections of and the schedules to this Agreement.

1.2.3. The expression person shall include any legal or natural person, partnership, trust, company, joint venture, agency, government or local authority department or other body (whether corporate or unincorporated)

1.2.4. Any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument, order or regulation made thereunder or under any such re-enactment;

- 1.2.5.** the VENDORS shall include any person to whom the VENDORS's interest in the Property (or any part thereof) is transferred or assigned;
- 1.2.6.** indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- 1.2.7.** a party or the parties shall mean a party or the parties to this Agreement;
- 1.2.8.** the Purchaser includes the Purchaser's personal representatives and permitted assigns if the Purchaser is a natural person and the Purchaser's successors in title and permitted assigns if the Purchaser is a body corporate;
- 1.2.9.** the word tax shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and taxation shall be construed accordingly and the expression competent taxing authority means, in respect of any state or administrative division thereof, any governmental authority, monetary agency or central bank having power to collect or levy taxes;
- 1.2.10.** Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail however it shall not change the actual price that the VENDORS and the Purchaser has agreed upon.;
- 1.2.11.** The expression "month" means a calendar month;
- 1.2.12.** Where any term is defined within any particular clause or sub-clause in this Agreement the term so defined, unless it is expressly stated in the clause or sub-clause in question that the term so defined has limited application to the relevant clause or sub-clause, shall bear the meaning ascribed to it wherever utilized in this Agreement notwithstanding that that term has not been defined expressly under this Agreement.
- 1.3.** Headings to sections are for are for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4.** In this Agreement any reference to any document (including this Agreement) means that document as is supplemented, amended or varied from time to time in accordance with the terms of that document and, if applicable, hereof.

- 1.5.** For the purposes of this Agreement, if a definition imposes substantive rights on a party to this Agreement such rights and obligations shall be given effect to and shall be enforceable notwithstanding that they are contained in a definition.
- 1.6.** Words denoting an obligation on a party to perform any act, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.
- 1.7.** References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

2.0 Description of the Property

- 2.1** The land subject to this agreement includes trees, crops, buildings if any that are found within the un-surveyed parcel of land measuring APPROXIMATELY 13,760 Square meters within Kwakisali hamlet, Kwazoka village, Vigazwa Ward, Pwani.
- 2.2** That the VENDORS hereby sells to the Purchaser and the Purchaser hereby buys from the VENDORS the said property subject to the covenants herein contained and subject to the terms and conditions under which the said property was held by the VENDORS prior to this agreement.

3.0 The Consideration

- 3.1** That in consideration of the purchase price of Tanzania **TZS 140,000,000/= (Tanzania Shillings One Hundred Forty Million Only)**, the VENDORS hereby sell their property to the Purchaser and Purchaser is hereby purchasing the property from the VENDORS which shall be paid into two installments in accordance with the conditions precedent as set forth in clause 3.2 of this agreement subject to the covenants herein contained.
- 3.2** The purchase price mentioned in clause 3.1 above shall be paid in the following manner into the VENDORSs Account;
- (i) The first installment of **TZS 50,000,000/= (Tanzania Shillings Fifty Two Million Only)** shall be paid within Five (5) days from the date of signing this agreement or on the date of signing.
 - (ii) The second installment of **TZS 90,000,000/= (Tanzania Shillings Nighty Million Ony)** shall be paid within 30 days from the date of the last payment.

- 3.3** The Purchase price shall not include Stamp Duty, Transfer and/or approval fees and other charges necessary to facilitate the transfer and approval of disposition by the Commissioner for lands and issuance of the derivative title in the name of the Purchaser all of which shall be borne by the Purchaser.
- 3.4** The parties further agrees that all the payments as indicated in clauses 3.1 shall be paid into the Purchaser account **No. 80110004585 NMB Bank PLC** registered in the name of **Kumkalile Tiaote Manzoa or in Cash** on the date of signing this agreement in which the Purchaser shall present a copy of deposit slip to the VENDORSs as proofs of payment.
- 3.5** The parties further agrees that, after payment of the first installment as per clause **3(2)(i)**, the VENDORSs shall allow the Purchaser to clean the area including construction of wall fence only at his own cost, and in case the purchaser fail to honour his obligation as per clause **3(2)(ii)**, the money paid as per clause 3(2)(i) shall be forfeited by the VENDORSs.
- 3.6** Notwithstanding the foregoing provisions, upon deposit of **TZS 50,000,000/=** (**Tanzania Shillings Fifty Two Million Only**) as per clause **3(2)(i)** of the Purchase Price, the Purchaser shall be allowed to clean the area including construction of fence only as usufructuary pending finalization of remained payments at the purchaser's own cost. For the avoidance of ambiguity, the agreement to allow the purchaser to construct wall fence pending finalization of the payment, shall not in any way be construed as rendering partial or complete possession of the property to the Purchaser. In case someone else apart from the VENDORSs claim to own the said piece of land, the VENDORSs shall return all the monies paid by the Purchaser including cost of construction of fence.

4.0 TERMS OF PURCHASE

Subject to clause 3 above, the **VENDORS** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property, together with all exhausted and unexhausted improvements, developments and appurtenances therein contained.

5.0 PROCESSING OF THE CERTIFICATE OF TITLE

- 5.1** That the Purchaser undertakes to solely process for a certificate of title in his name in respect to the said property at his own cost with regard to relevant laws regarding disposition of land to non-citizen.



5.2 The Purchaser warrants to process the certificate of title with prescribed industrial land use which shall be condition precedent to this agreement to process and register a certificate of title with use of the land prescribed as industrial.

6.0 GENERAL COVENANTS

- 6.1** This Agreement constitutes a legal, valid and binding obligation of the parties and enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 6.2** Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the VENDORS prior to the due transfer of the property to the Purchaser and the VENDORS shall indemnify the Purchaser in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, legal and other professional fees and expenses on a party and part basis which it may incur as a result of anything so done or omitted to be done.
- 6.3** The VENDORS covenants with the Purchaser that he shall be responsible to clear any and all outstanding debts, land rent, property tax, outgoing, claims and or any amounts owed in reference to the property immediately after the signing of this agreement.
- 6.4** The Purchaser shall be responsible for all outgoings and liabilities of the property from the date of registration of the Certificate of Title for the property to the Purchaser.
- 6.5** The Purchaser has been given the opportunity to inspect the property that has to be sold before entering into this agreement with the VENDORS and has undertaken its own independent enquiries and inspections and he has obtained independent legal advice.

7.0 COVENANTS BY THE VENDORS.

The VENDORS hereby covenants with the Purchaser that:

- 7.1** They have power to enter into and perform the obligations under this Agreement.
- 7.2** They have full authority to sell, transfer and dispose of the property and that it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the property in the manner herein provided.
- 7.3** They are not entitled to receive any consent from any person, the commissioner of Lands excepted, and if any such consent will be required, the VENDORS shall use

all its reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the said property,

- 7.4** The entry into and performance of this Agreement and transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **VENDORS** is subjected to it;
- 7.5** The entry into performance of this Agreement does not constitute a breach of any material contractual obligation of the **VENDORS** or require any consent under any agreement or any judgement, or other instrument to which the **VENDORS** is a party or by which it is bound by or any judgement, decree or order of any statute, rule or regulation applicable to the **VENDORS**. The transactions provided for in any other material contracts to which the **VENDORS** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement.
- 7.6** No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the Transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquires, is pending or threatened against him or the property as described in clause 10.0 above;
- 7.7** The **Purchaser** has purchased the property subject to all terms of use applicable free from any encumbrances;
- 7.8** All information that has been made available to the **Purchaser** or their representatives by the **VENDORS** or any of their representatives in connection with this transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 7.9** Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **VENDORS** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 7.10** The **VENDORS** hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement all the terms and conditions affecting the property have been complied with and that neither the **VENDORS** nor other person has breached any of the said terms and conditions affecting the property and the **VENDORS** hereby further irrevocably and unconditionally warrant and confirm

that and that no any person other than the VENDORS has any right or title to the property and the property has not been and will not be allocated to any other person except the Purchaser herein.

8.0 INDEMNITY

8.1 The VENDORS hereby irrevocably undertakes to indemnify undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the VENDORS above or out of any claim by a third party based on any facts which if sustained would constitute a breach PROVIDED that the compensation that shall be paid to the Purchaser shall not exceed the purchase price.

9.0 COVENANTS BY THE PURCHASER

The **Purchaser** hereby covenants with the **VENDORS** that:

- 9.1** He has the power to enter into and perform its obligations under this Agreement;
- 9.2** This Agreement constitutes a legal, valid and binding obligation of the parties and enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 9.3** The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 9.4** The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Purchaser**, or require any consent under any agreement or other instrument to which the **Purchaser** is a party or by which it is bound or any judgement, decree or order of any statute, or rule or regulation applicable to the **Purchaser**. The transactions provided for in any other material contracts to which the **Purchaser** is a party do not constitute a breach of any of the contractual obligations or provision of this Agreement;
- 9.5** No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the Transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquires, is pending or threatened against it;
- 9.6** The **Purchaser** has purchased the property subject to all terms of use applicable, and subject to change from its current use to industrial use at his own cost but free from any encumbrances;

9.7 All information that has been made available to the **VENDORS** or their representatives by the **Purchaser** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;

9.8 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **VENDORS** to enter into this Agreement. The **Purchaser** acknowledges that the **VENDORS** has entered into this Agreement relying on these representations and warranties.

10.0 NON ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the parties and the parties are not obliged to assign, convey or transfer the whole or any part of this Agreement to anyone other than the parties hereto, without the prior written consent of all the parties hereto.

11.0 MISREPRESENTATION

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the parties acknowledges that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

12.0 COST

13.1 General costs

Each party shall be responsible for their respective legal costs incurred with respect to the preparation and implementation of this agreement.

13.2 Costs related to processing the certificate of Title

That all costs arising from the processing of the certificate of title for the property shall solely be borne by the Purchaser. All stamp duty, registration fees, survey fees, deed plan fees and any other costs related to the processing and registration of the respective certificate of title shall be borne solely by the Purchaser.

14. BOUNDARIES AND PLOT SIZE

14.1 The **VENDORS** warrants that to the best of its knowledge, the boundaries identified and showed to the Purchaser are true and accurate. The **VENDORS** further warrants that the property to be acquired measures not less than **13760** square meters.

14.2 The **VENDORS** warrants that to the best of their knowledge, there are no past or existing disputes in reference with the boundaries of the subject plot with any of the neighbors thereon.

15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 15.1** The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 15.2** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 15.3** All disputes claim or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.
- 15.4** Prior to the institution of a suit to the Court as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, amicably. If any such dispute, controversy or claim ("Dispute") between the parties is not resolved within 30 (thirty) days of such notice by the aggrieved party, such party will be entitled to institute a suit.

16.0 FORCE MAJEURE

- 16.1** Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by him of his duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the parties' ability to fulfill the obligations hereunder undertaken to be provided.
- 16.2** If either party is unable to perform his duties and obligations under this Agreement as direct result of the effect of one of the reasons explained under clause 16.1 above, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety days and substantially affects the commercial intention of this Agreement, the party unable to perform the agreement has the right to rescind the Agreement as long as such party gives a written notice to the other party of the rescission, and the provision for failure to obtain the commissioner's approval shall apply mutatis mutandis.

17.0 ILLEGALITY

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 limitations by reason of the provisions of any legislation or other provisions having the force of law or by reasons of any decision of the commissioner or 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 in this Agreement always that, if any such deletion substantially affects or alters 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.

18.0 AMENDMENT AND WAIVER

18.1 This agreement shall not be amended, modified, varied or supplemented except in writing and assigned by the parties.

18.2 No indulgence, extension of time, relaxation, latitude, failure or any 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.

19.0 CONFIDENTIALITY

19.1 Both parties to this Agreement hereby undertake to keep all information (Whether written, oral, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.

19.2 Neither party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.

19.3 Notwithstanding the above, either party and any person controlled by it may disclose information which would be confidential if and to the extent:

- a.** Required by law
- b.** Disclosed to professional advisers, auditors and bankers of each party;
- c.** Neither party is under a duty to treat any information as confidential which:
- d.** Is generally known or easily ascertainable by third parties of ordinary skill in the business of either party;
- e.** Is independently known to a party without any reliance on confidential information disclosed by the other party; or
- f.** Is or later becomes part of the public domain or may be lawfully obtained from either party, from a non-party to this Agreement.
- g.** Any party that breaches this confidentiality clause shall indemnify the aggrieved party for any losses and/ or damages incurred as a result.

20.0 TERMINATION

20.1 This agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but not limited to:

20.2 Upon the occurrence of instances of *force majeure* as stipulated in clause 16.0 herein

20.3 Upon execution of all obligations as stipulated in this Agreement.

21.0 SEVERABILITY

21.1 Every clause in this agreement is independent from each other should any of the clauses be struck out or declared unenforceable it shall not affect other clauses.

21.2 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 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.

IN WITNESS WHEREOF, the undersigned have execution Agreement as of the day and year first written above.

SIGNED and **DELIVERED** at PWANI by the said **Kumkalile Tiaote Manoja**, who is personally known me/ identified to me by

.....
The latter being personally known to me this 22nd day of October 2024.

[Signature]
.....
1st VENDOR

WITNESS

Name: JUSTIN MANOZA SINGA
Signature: *[Signature]*
Address: KWAZOKA
Qualification: RELATIVE

WITNESS

Name: LILIAN E. KIWIA
Signature: *[Signature]*
Address: 65 CHALINZE
Qualification: VILLAGE EXECUTIVE OFFICER

SIGNED and **DELIVERED** at PWANI by the said **Ester Tiaote Simba**, who is personally known me/ identified to me by

The latter being personally known to me this 22nd day of October 2024

2nd VENDOR

WITNESS

Name: ZENA MKANGA

Signature:

Address: KWAZOKA

Qualification: MWALIKITONGOJI

WITNESS

Name: JURANA ALLY

Signature:

Address: KWAZOKA

Qualification: RELATIVE

SIGNED and **DELIVERED** at PWANI by the said **Rajabu Juma Rajabu**, who is personally known me/ identified to me by

The latter being personally known to me this 22nd day of October 2024

3rd VENDOR

WITNESS

Name: GEOFFREY RAJABU JUNIA

Signature:

Address: KWAZOKA

Qualification: RELATIVE

WITNESS

Name: LILIAN E. KIWA

Signature:

Address: 65 CHALINZE

Qualification: VED

SIGNED and **STAMPED** at PWANI by the said
ZHU JIANHUI on behalf of the
SUKI FOOD COMPANY LIMITED

who is personally known me/Identified to me by

The latter being personally known to me this 22nd
day of October 2024



Signature: [Handwritten Signature]
Address: 25500 DSM
Qualification: Ag. G. Manager

WITNESS
Name: HAO. Dongjie
Signature: [Handwritten Signature]
Address: 25500 DSM
Qualification: C. Secretary

WITNESS
Name: Kelvin K. Bakobula
Signature: [Handwritten Signature]
Address: 46441 DSM
Qualification: ADVOCATE



ACKNOWLEDGMENT OF RECEIVING THE MONEY.

We, Kumkalile Tiaote Manoja, Ester Tiaote Simba, Rajabu Juma Rajabu do hereby acknowledge to have received the sum of **TZS 50,000,000/= (Tanzania Shillings Fifty Two Million Only)** as per clause 3.2(i) & 3.4 of this sale agreement from SUKI FOOD COMPANY LIMITED.

Signature: 

Date: 22-10-2024

Signature: ETS 

Date: 22/10/2024

Signature: 

Date: 22.10.2024



MAKUBALIANO YA MAUZO YA ENEO 22/10/2024

Leo 22/10/2024 kumefanyika makubaliano ya
kuuza eneo kati ya ndugu KUMKALILE TIAOTE
MANDA, RAJABU JUMA RAJABU, ESTER TIAOTE SIMBA

NA

SUKU FOOD COMPANY LTD.

Eneo hiki lina ukubwa wa heka 3.4 kilolopo
Kitongoji cha Kwakisali, Kijiji cha Kwazoka, Kafa ya
Vigwaza. Eneo hiki litauzwa kwa kiasi cha
Tsh 140,000,000/= (MILIONI MIAMOJA AROBAINI TU). Kiasi
hiki kitalipwa kwa awamu mbili. Awamu ya
kwanza italipwa leo 22/10/2024 kiasi cha Tsh (50,000,000)
Milioni Hamsini tu. na kiasi kilichobaki kitalipwa
ndani ya siku 30 kuanzia tarehe 23/10/2024 mpaka
23/11/2024 ambacho ni kiasi cha Tsh (90,000,000)
Milioni Tisini Tu.

Mipaka ya eneo hiki ni

Magharibi — Kanisa na Rajabu King'andu

Mashariki — Barabara ya Mtaa

Kaskazini — Old Morogoro Road

Kusini — Familia ya Tiaote.

Pia makubaliano haya yalitwafanya na marshall

5. Baada ya kulipwa kiasi cha Tsh
50,000,000/= (MILIONI HAMSINI TU). Mmiliki atarehusiwa
kwa kiasi cha Tsh 90,000,000/= (MILIONI TISINI TU).

ii) Kiasi cha Sh 90,000,000/= Milioni Tisini tu kitaruwa ndani ya Siku 30 kuanzia 23/10/2024 mpaka 23/11/2024 na endapo atashindwa kulipa ndani y huo muda basi Ardhi itarudi kwa muuzaji muuzaji hata redisha kiasi chochote cha fedha.

iii) Mnunuzi ataendelea na usaji na Ujenzi wa fansi katika eneo lito na endapo ndani y muda huo wa Siku 30 kuhitokea mgejoro kwa eneo au akijitokeza mtu akasema eneo lito ni mal yake basi wauzaji watarudishi kiasi cha fedha de Sh 50,000,000/= Milioni Hamsini wakidhopeso pamoja na gharama za usaji na Ujenzi wa fansi.

Pande zote mbili zitakuhalikama na kusaini mkataba hau na mkataba wa Mwanasherika Pia.

SAHIHI ZA WAUZAJI

1 KUMKALILE TIADIE MANDAZA 

2 RASABU JIIMA RASABU

3 ESTER TIADIE SIMBA

ETS 


SAHIHI TA WANUNUZI

SUKI FOOD COMPANY LTD





Sahihi ya Mtendaji kwa Uthibitish
LILIAN E. KIWITA

Ukubwa MKT/Kitononi Zema mkanga 



AFISA MTENDAJI KIJJI,
KIJJI CHA KWAZOKA,
S.L.P 65
CHALINZE
20/10/2024

KWA

YEYOTE ANAEHUSIKA

**YAH; UTAMBULISHO WA WAMILIKI WA ENEO LA NDUGU KUMKALILE TIAOTE
MANOZA, ESTER TIAOTE SIMBA NA RAJABU JUMA RAJABU LILILOPO KIJJI CHA
KWAZOKA KITONGOJI CHA KWAKISALI.**

Somo hapo juu la husika.

Nathibitisha kwamba ndugu KUMKALILE TIAOTE MANOZA, ESTER TIAOTE SIMBA na RAJABU JUMA RAJABU ni wamiliki wa eneo lisilopungua mita mraba 13760 lililopo Kitongoji cha Kwakisali, Kijiji cha Kwazoka, Kata ya Vigwaza lenye ukubwa wa hekari 3.4. Eneo hili ni mali yao halali amabalo walirithishwa kutoka kwa wazazi wao mnomu mwaka 1998 na halina mgogoro wowote ule. Eneo hili mipaka yake ni Magharibi Kanisa na Rajabu King'anu, Mashariki ni Barabara ya Mtaa, Kaskazini ni Old Morogoro Road na Kusini ni Familia ya Tiaote.

Hivyo kwa barua hii naomba utambua kwamba eneo hilo ni mali yao halali na linatambulika hapa kijijini mpaka kwenye Serikali ya kijiji na halina mgogoro wowote ule na ni haki yao kuliuzwa kwa makubaliano watakayokubaliana na mteja wao. Sisi kama serikali za kijiji tunatoa Baraka zote.

Naomba kuwasilisha. Asante

WAKO


LILIAN E. KIWIA
AFISA MTENDAJI KIJJI
0714617576



JAMHURI YA MUUNGANO WA TANZANIA
KITAMBULISHO CHA TAIFA
 THE UNITED REPUBLIC OF TANZANIA
 CITIZEN IDENTITY CARD

19720202-61308-00004-29

JINA : KUMKALILE TIAOTE
Given Name

JINA LA MWISHO : MANOZA
Last Name

TAREHE YA KUZALIWA : 02 FEB 1972
Date of Birth

JINSI : M
Sex



SANI
Signature

MWISHO WA MATUMZI : 21 JUL 2031
Expiry Date



CHAP CHAP INSTANT

NMB


5101 4000 1370 1733

VALID THRU 05/28

KUMKALILE TIAOTE MANOZA
 80110004585

TUME YA TAIFA YA UCHAGUZI
KADI YA MPIGA KURA



Jina Kamili - Full Name
RAJAYU J RAJABU

Tarehe ya Kuzaliwa - Date of Birth
01/07/1987

Jinsia - Gender **ME**

Kata - Ward
KIBAHA

Mtaa/Kijiji - Street/Village
SIMBANI

Kituo cha Kuandikisha - Registration Centre
OFISI YA MTAJI SIMBANI EOTF



RJR



Namba ya Mpira Kura **T-1003-4172-696-9**

SF.92

WIZARA YA ARDHI NYUMBA NA MAENDELEO YA MAKAZI

HATI YA KUHAKIKI MIPAKA YA ARDHI

HALMASHAURI YA MANISPAAM/ML..... HALMASHAURI TA CHALINZE

MTAA/KIJIJI..... KWAZOKA

JINA NA ANUANI YA MMILIKI ARDHI..... SUKI FOOD COMPANY LIMITED

MAJIRANI WANAOKUBALI MIPAKA

JINA

SAHIHI

- 1. PAMILIA YA TIROTE - KUSINI
- 2. KAWISA - MAGHARIBI
- 3. RAJABU RAJABU RAJIBI - MAGHARIBI
- 4. MOROGORO ROAD - KASKAZINI
- 5. BARABARA YA MTAU - MASHARIKI

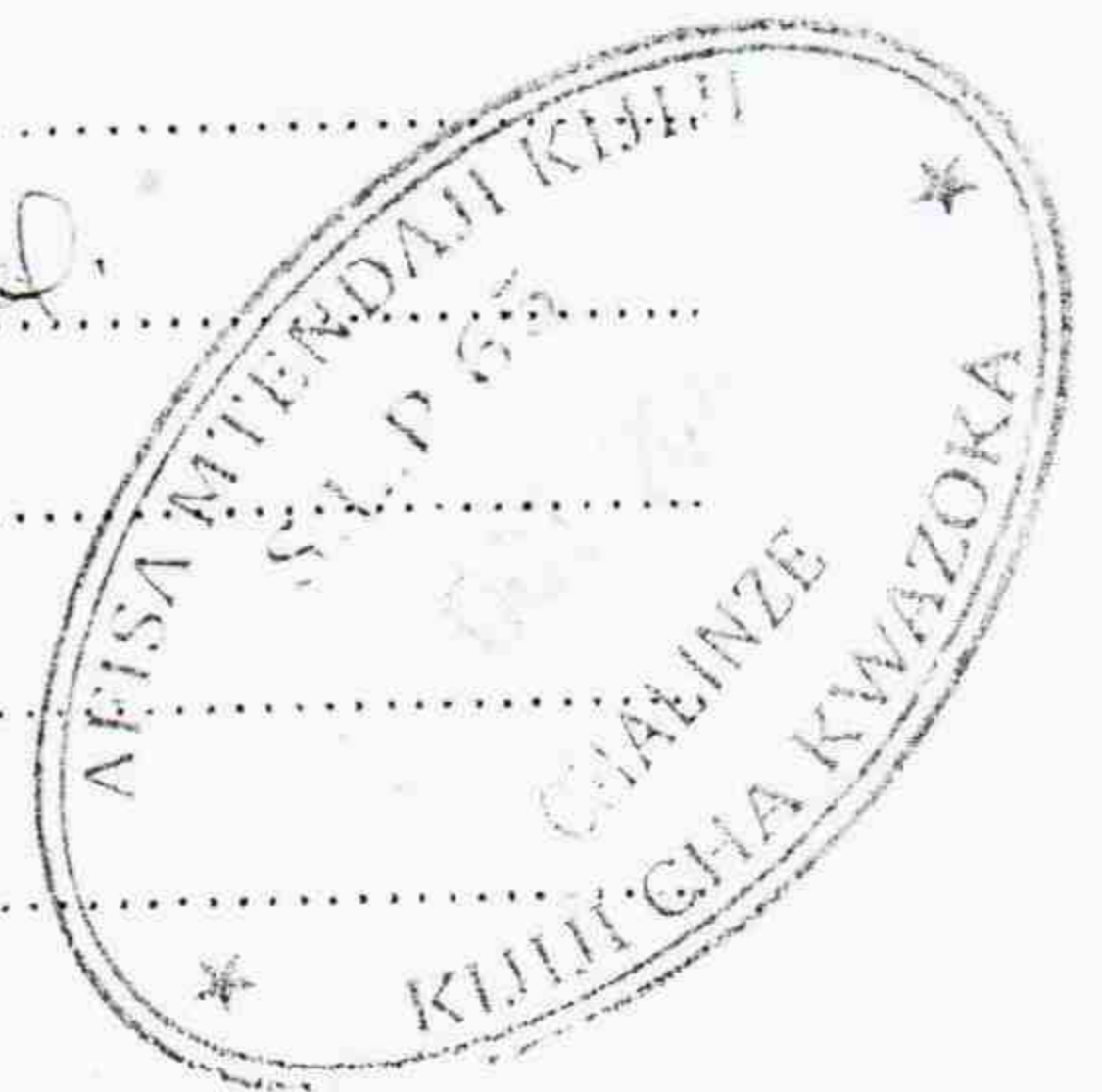
VIONGOZI WA SERIKALI YA MITAA/KIJIJI

- 1. / MHT/KITENGOZI - ZENA MKANDA
- 2. LILIAN E KIWA - VED
- 3.
- 4.
- 5.

Mimi..... LILIAN E-KIWA ambaye ni..... MIENDAJI

Nathibitisha kuwa mipaka ya ardhi hii iliyopimwa haina mgogoro wowote

Sahihi..... Muhuri.....



SUKI FOOD COMPANY LIMITED,

P.O BOX 25500,

DARESALAAM

25/10/2025

DISTRICT EXECUTIVE DIRECTOR,

P.O BOX 65,

CHALINZE.

C/O

VILLAGE EXECUTIVE OFFICER,

KWAZOKA VILLAGE,

P.O BOX 65,

CHALINZE



REF: THE REQUEST TO MEASURED OUR LAND IN KWAZOKA VILLAGE AT VIGWAZA WARD.

The subject above is relevant.

Our company is asking for a survey of our area that we bought in Kwakisali Street, Kwazoka Village at Vigwaza Ward. We bought that area for the investment of a food factory. And our neighbour they agree about all boundaries so we do not have any problem with any one at that area.

So we ask that area to be measured with your surveyor in order to get a plot no of that area and this it can help us to start our constructions.

We hope our request will be processed quickly.

Thank you

YOUR SINCERELY

Z.H.U. TIAN HUI



ZHU JIANHI

/COMPANY DIRECTOR

