

LAND ACT,1999  
(NO. 4 OF 1999)

CONTRACT FOR DISPOSITION OF  
A RIGHT OF OCCUPANCY  
(Under section 64)

TITLE NO. 15021  
PLOT NO. 9-11, BLOCK A  
L.O. NO. 1071725  
REF NO; LD/PW/11135  
AREA: 408,781SQM  
MKIU AREA  
MKURANGA DISTRICT  
COASTAL REGION

I, SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED of P.O BOX 11049, Dar es Salaam, Tanzania ("the Vendor"), HEREBY AGREE to dispose of to KEDA CERAMIC TANZANIA COMPANY LIMITED, of P.O BOX 9524, Dar es Salaam, Tanzania ("the Purchaser"), the right of occupancy registered under the above reference.

WHEREAS the Vendor is the lawful owner of the property above and is desirous of disposing of the same.

AND WHEREAS the Vendor has agreed to dispose of the property to the Purchaser and the purchaser has agreed to purchase the property with the above description which includes the land and buildings upon the terms and conditions hereinafter set out:

NOW, THEREFORE, the parties hereby agree as follows:

1. Type of intended disposition: Transfer of Derivative Right of occupancy.
2. Consideration: THIRTEEN MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED EIGHT ONLY (13,868,708 USD) i.e. at the exchange rate of 1USD = TO TZS 2649 is THIRTY-SIX BILLION SEVEN HUNDRED THIRTY-EIGHT MILLION TWO HUNDRED SEVEN THOUSAND FORTY-EIGHT TANZANIA SHILLINGS ONLY (TZS 36,738,207,048/=).
3. Mode of payment of consideration:
  - a) The consideration payment of THIRTEEN MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED EIGHT ONLY (13,868,708 USD) i.e. at the exchange rate of 1USD = TO TZS 2649 is THIRTY-SIX BILLION SEVEN HUNDRED THIRTY-EIGHT MILLION TWO HUNDRED SEVEN THOUSAND FORTY-EIGHT TANZANIA SHILLINGS ONLY (TZS 36,738,207,048/=). shall be paid in cash in the presence of witnesses in TWO EQUAL INSTALMENTS as hereunder after execution of this contract.
    - i) FIRST INSTALLMENT: SIX MILLION NINE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY-FOUR ONLY. (6,934,354 USD) of the purchase price (i.e. EIGHTEEN BILLION THREE HUNDRED SIXTY-NINE MILLION ONE HUNDRED THREE THOUSAND FIVE HUNDRED TWENTY-FOUR TANZANIA SHILLINGS ONLY (TZS 18,369,103,524/=)



shall be paid by the Vendor immediately after signing the Sale Agreement and Transfer Documents.

- ii) **SECOND INSTALLMENT: SIX MILLION NINE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY-FOUR ONLY. (6,934,354 USD) of the purchase price (i.e. EIGHTEEN BILLION THREE HUNDRED SIXTY-NINE MILLION ONE HUNDRED THREE THOUSAND FIVE HUNDRED TWENTY-FOUR TANZANIA SHILLINGS ONLY (TZS 18,369,103,524/=)** shall be paid by the Vendor immediately at a stage when the Purchaser has been issued with a Certificate of Title of Derivative Right of Occupancy of the above-described property by the proper Authority.

- b) Parties herein agree that payment consideration agreed will be paid by the Purchaser in Tanzania Shillings at the exchange rate on the day of making payments to the Vendor's bank detail hereunder;

**Bank Name:** NATIONAL MICROFINANCE BANK PLC

**Account Name:** SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED

**Account Number:** 24110007941 (TZS)

2411000792 (USD)

**Branch Name:** OHIO PREMIER BRANCH

**Branch Code:** 241

**Swift Code:** NMIBTZTZ

4. **Date of execution of the deed of this position:** Simultaneously with the execution of this contract.
5. **Date of delivery of possession of the property:** The Vendor will enter Vacant possession immediately after receipt of the initial payment (First Installment) of 50% of the agreed purchase consideration.
6. **Covenants binding upon the Vendor/Transferor:**
- Title Guarantee:** The Vendor guarantees is a registered owner and in actual occupation and possession of the property and land, leases, tenancies, or licenses, free from all encumbrances, defects, and disputes.
  - Documentation Delivery:** Upon receipt of the first installment of the purchase price, the Vendor shall deliver the Certificate of Title and all other necessary documentation, including up-to-date land rent and property tax receipts.
  - Outstanding Payments:** The Vendor shall pay all outstanding land rent and property tax liabilities or any other pending liabilities prior to the date of execution of this contract.
  - Consent to Transfer:** The Vendor shall request Consent to Transfer the Derivative Right of Occupancy from the TIC.
  - Company Documentation:** The Vendor shall timely provide all required company documentation to the Purchaser upon request to facilitate the transfer process.
  - Refund Obligation:** In the event of any material misrepresentation that prevents the transfer of the Property to the Purchaser, the Vendor shall refund the amount which has been paid to the Purchaser.

**7. Covenants binding upon the Purchaser/Transferee:**

- a) The Purchaser is entering into this Sale Agreement on his own free will and all efforts will be made to ensure the performance of his obligations.
- a) This Sale Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser in accordance with its terms.
- b) The execution of this Sale Agreement or performance of its terms shall not result in any breach of any agreement to which the Purchaser is a party or any court order.
- c) **Payment of Purchase Price:** The Purchaser shall pay the purchase price as outlined in Clause 3(a) (i), and (ii) upon completion of the transfer process and the issuance of the Title of Derivative Right of Occupancy in the Purchaser's name.
- d) The execution or performance of the terms of this Agreement shall not result in any breach of any agreement to which the Vendor is a party or any court order.
- e) **Cooperation with Vendor:** The Purchaser shall cooperate with the Vendor by following up on the provision of any necessary company documentation to facilitate the transfer process.
- f) **Valuation Costs:** The Purchaser shall bear all costs associated with the whole process of preparation of the valuation report for the Property.
- g) **Taxes:** The Purchaser shall pay all applicable stamp duty tax and capital gains tax which will be required during the process of Transfer of the Derivative Right of Occupancy.
- h) **Title Transfer:** The Purchaser shall promptly ensure that the title is transferred to their name timely.
- i) **Transfer Registration Fees:** The Purchaser shall pay all transfer registration fees.
- j) **All statutory fees, charges, duties and taxes** relating to this transaction, shall be paid by the Purchaser, but the Parties commit themselves to bear separate costs of legal fees associated with the entire process of transferring the Title of Derivative Right of Occupancy.

**8. Costs and Expenses of This Transaction:**

- a) The costs and expenses relating to the transfer and or surveying and registration of the property shall be borne by the Purchaser. Such costs shall not include any amounts otherwise payable by the Vendor but outstanding in arrears such as land rates, interest, penalties, property tax (if any) or any other charge or levy. Other costs and expenses relating to this transaction shall be paid by the respective parties in accordance with the governing laws.

**9. Title Delivery, Giving Possession and Transfer:**

On payment of the Purchase price, the Vendor shall:

- a) deliver to the Purchaser the property together with all available documents of title upon payment of the first installment;
- b) give vacant possession of the property to the Purchaser upon payment of the first installment;
- c) execute and deliver to the Purchaser such duly executed conveyances, and transfers as available to complete the transfer of the property; and



- d) pass on to the Purchaser beneficial ownership and risk with respect to the purchased property and anytime required by the Purchaser after execution of this contract.

**10. No Assignment of this Agreement**

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

**11. Dispute Resolution:**

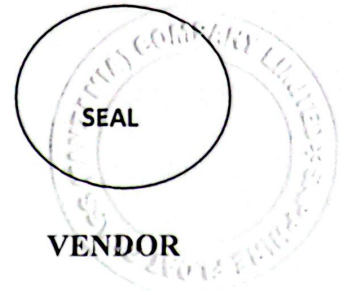
- a) In the event of a dispute arising from or related to this Agreement, the parties shall endeavor to settle such dispute amicably, failing to do that; the dispute shall be put to adjudication in accordance with the Laws of the United Republic of Tanzania.
- b) Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Tanzania over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

**12. Miscellaneous Provisions:**


- a) This Agreement constitutes the complete agreement between the parties, and therefore, it cannot be amended or modified except by a written document signed by each party.
- b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- c) This agreement shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties have their respective signatures on this agreement on the day, month and year herein before appearing.

SEALED with the COMMON SEAL of the said  
SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY  
LIMITED and DELIVERED at DAR ES SALAAM in the  
the presence of us this 1st day of November 2024.

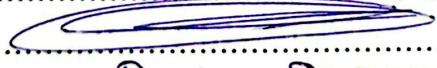


**IN PRESENCE OF**

Name: .....  
Signature.....   
Postal Address: .....  
Qualification: **DIRECTOR**

Name: .....  
Signature.....   
Postal Address: .....  
Qualification: **DIRECTOR**

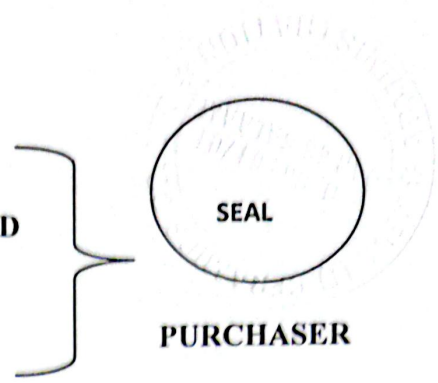
**BEFORE ME:**

Name: NDANU EMMANUEL  
Signature.....   
Postal Address: Box 8785 DSM  
Qualification: **Advocate/Commissioner for Oaths & Notary Public**





SEALED with the COMMON SEAL of the said  
KEDA (TANZANIA) CERAMICS COMPANY LIMITED  
and DELIVERED at DAR ES SALAAM in the  
presence of us this 1st day of November 2024.



**IN PRESENCE OF**

Name: .....  
Signature: .....  
Postal Address: .....  
Qualification: DIRECTOR

Name: .....  
Signature: .....  
Postal Address: .....  
Qualification: DIRECTOR

**BEFORE ME:**

Name: LIZZY PAUL MINJA.  
Signature: MPAJI.  
Postal Address: P.O BOX 3528, DAR-ES-SALAAM.  
Qualification: Advocate/Commissioner for Oaths & Notary Public



*Handwritten mark or signature.*

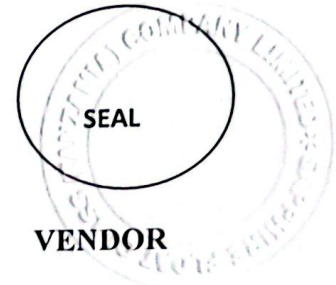
LAND ACT,1999  
(NO. 4 OF 1999)

TRANSFER OF A RIGHT OF OCCUPANCY  
(Under section 64)

TITLE NO. 15021  
PLOT NO. 9-11, BLOCK A  
L.O. NO. 1071725  
REF NO; LD/PW/11135  
AREA: 408,781SQM  
MKIU AREA  
MKURANGA DISTRICT  
COASTAL REGION

IN CONSIDERATION of the sum of THIRTEEN MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED EIGHT ONLY (13,868,708 USD) i.e. at the exchange rate of 1USD = TO TZS 2649 is THIRTY-SIX BILLION SEVEN HUNDRED THIRTY-EIGHT MILLION TWO HUNDRED SEVEN THOUSAND FORTY-EIGHT TANZANIA SHILLINGS ONLY (TZS 36,738,207,048/=). We, SAPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED of P.O BOX 11049, Dar es Salaam, HEREBY TRANSFER to KEDA (TANZANIA) CERAMICS COMPANY LIMITED, of P.O BOX 9524, Dar es Salaam, the Right of occupancy registered under the above reference.

SEALED with the COMMON SEAL of the said  
SAPHIRE FLOAT GLASS (TANZANIA) COMPANY  
LIMITED and DELIVERED at DAR ES SALAAM in the  
the presence of us this 1st day of November 2024.



IN PRESENCE OF

Name: .....  
Signature..... [Handwritten Signature]  
Postal Address: .....  
Qualification: DIRECTOR

Name: .....  
Signature..... [Handwritten Signature]  
Postal Address: .....  
Qualification: DIRECTOR

[Handwritten Mark]

**BEFORE ME:**

Name: NAANU EMMANUEL

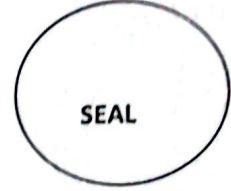
Signature: [Handwritten Signature]

Postal Address: Box 8785 DSM

Qualification: Advocate/Commissioner for Oaths & Notary Public



SEALED with the COMMON SEAL of the said  
KEDA (TANZANIA) CERAMICS COMPANY LIMITED  
and DELIVERED at DAR ES SALAAM in the  
presence of us this 1st day of November 2024.



PURCHASER

**IN PRESENCE OF**

Name: .....

Signature: [Handwritten Signature]

Postal Address: .....

Qualification: DIRECTOR

Name: .....

Signature: [Handwritten Signature]

Postal Address: .....

Qualification: DIRECTOR

**BEFORE ME:**

Name: LIZZY PAUL MINJA

Signature: [Handwritten Signature]

Postal Address: PO BOX 3528, DAR-ES-SALAAM

Qualification: Advocate/Commissioner for Oaths & Notary Public



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THE UNITED REPUBLIC OF TANZANIA

LAND ACT, 1999

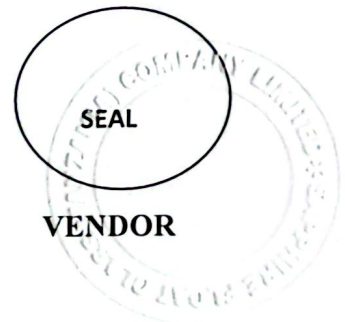
(NO. 4 OF 1999)

CONSENT TO DISPOSITION(S)

TITLE NO. 15021  
PLOT NO. 9-11, BLOCK A  
L.O. NO. 1071725  
REF NO; LD/PW/11135  
AREA: 408,781SQM  
MKIU AREA  
MKURANGA DISTRICT  
COASTAL REGION

We, SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED of P.O. BOX 11049, Dar es Salaam being the owner of the property with the above particulars under the Derivative Right of Occupancy, do hereby give our consent t in respect of the transfer of the right of occupancy over the property under reference in favour KEDA (TANZANIA) CERAMICS COMPANY LIMITED of P.O. BOX 9524, Dar es Salaam.

SEALED with the COMMON SEAL of the said  
SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY  
LIMITED and DELIVERED at DAR ES SALAAM in the  
the presence of us this 15<sup>th</sup> day of November 2024.



IN PRESENCE OF

Name: .....  
Signature..... *[Handwritten Signature]* .....  
Postal Address: .....  
Qualification: DIRECTOR

Name: .....  
Signature..... *[Handwritten Signature]* .....  
Postal Address: .....  
Qualification: DIRECTOR

BEFORE ME:

Name: NEANU EMMANUEL .....  
Signature..... *[Handwritten Signature]* .....  
Postal Address: Box 8785 DSN .....  
Qualification: Advocate/Commissioner for Oaths & Notary Public



*[Handwritten mark]*

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

NOTIFICATION OF A DISPOSITION  
(Under Section 36)

TITLE NO. 15021  
PLOT NO. 9-11, BLOCK A  
L.O. NO. 1071725  
REF NO; LD/PW/11135  
AREA: 408,781SQM  
MKIU AREA  
MKURANGA DISTRICT  
COASTAL REGION

TO: THE COMMISSIONER FOR LANDS

We, SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED of P.O. Box 11049, Dar es Salaam, (Transferor) HEREBY NOTIFY you of the disposition which is intended to be made in favour of KEDA (TANZANIA) CERAMICS COMPANY LIMITED of P.O. Box 9524, Dar es Salaam in respect of the right of Occupancy registered under the above reference.

I, HEREBY present the following particulars

1. Nature of disposition- Transfer of Derivative Right of Occupancy
2. Particulars of Purchaser: KEDA (TANZANIA) CERAMICS COMPANY LIMITED of P.O.BOX 9524, Dar es Salaam.
3. I, the Applicant supply the following documents:
  - i. Original certificate of Title
  - ii. Original Land rent receipts up to the date of 31<sup>st</sup> October 2024.
  - iii. Original Deed of Transfer (in Duplicate)
  - iv. Approved Valuation Report
  - v. Valuation Fees Receipts
  - vi. Consent Fees Receipts/Affidavit

Date: .....

Fee: .....



APPLICANT(S)

.....  
COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: .....PLACE: .....

Copy: The Register



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

APPLICATION FOR APPROVAL OF A DISPOSITION (S)  
(Under Section 36)

TITLE NO. 15021  
PLOT NO. 9-11, BLOCK A  
L.O. NO. 1071725  
REF NO; LD/PW/11135  
AREA: 408,781SQM  
MKIU AREA  
MKURANGA DISTRICT  
COASTAL REGION

We, **SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED** of P.O. Box 11049, Dar es Salaam (Transferor) (hereinafter referred to as "the Applicant") **HEREBY APPLY** for **APPROVAL** of disposition of the Right Occupancy registered under the above reference on the ..... day of.....2024

I, **HEREBY** present the following particulars

1. Nature of disposition- Transfer of Derivative Right of Occupancy
2. Particulars of Purchaser: **KEDA (TANZANIA) CERAMICS COMPANY LIMITED** of P.O.BOX 9524, Dar es Salaam.
3. I, the Applicant supply the following documents:
  - i. Original certificate of Title
  - ii. Original Land rent receipts up to 31<sup>st</sup> October 2024.
  - iii. Original Deed of Transfer (in Duplicate)
  - iv. Approved Valuation Report
  - v. Valuation Fees Receipts
  - vi. Consent Fees Receipts/Affidavit

Date: .....

  
.....  
APPLICANT(S)

**For official use only**

- a) Approved /Refused
- b) Remarks.....

.....  
**COMMISSIONER FOR LANDS/AUTHORISED OFFICER**

Date: .....  
Served upon me/us

.....  
**SIGNATURE OF APPLICANT(S)**

DATE: .....

Fees: .....

