

**LAND SALE AGREEMENT**

**BETWEEN**

**MAHMOUD ABDALLAH HEMED**

**AND**

**KILIMANJARO GOURMET TREATS LIMITED**

=====  
*Regarding selling of plot 1050, Mwasonga , Kigamboni  
Municipal Council, Dar es Salaam.*  
=====

## LAND SALE AGREEMENT

This Agreement is made on this ...../1/.... day of ...12... 2024

### BETWEEN

**MAHMOUD ABDALLAH HEMEDE** of P.O.Box 22565 Dar es Salaam hereinafter referred to as the "Vendor" which expression shall where the context so admits include its successors and assigns, of one part;

### AND

**KILIMANJARO GOURMET TREATS LIMITED** a company incorporated in Tanzania, of P.O. Box 17104 Dar es Salaam, hereinafter referred to as the "The Purchaser" which expression shall where the context so admits include its successors and assigns, of the other part.

### WHEREAS:

- i. **The Vendor** is the rightful owner and is desirous of Selling plot **1050** with **Title No. DSMT1068976**, square Meters **10353** which is allocated for **SERVICE TRADE INDUSTRY** located at **Mwasonga** Municipal Council in Dar es Salaam (hereinafter referred to as "**the plot**") to the **Purchaser**.
- ii. The **Vendor** have considered thereafter agreed, and is willing to sale and transfer the exclusive right of ownership of the said plot subject to the necessary approvals being granted by the competent authorities and the **Purchaser** is desires to purchase and have the exclusive right of ownership of the plot subsequently thereof the Purchaser has conditionally accepted the asking consideration from the Vendor.
- iii. **The Vendor** and the **Purchaser** have agreed to enter into this Land Sale Agreement subject to the terms and conditions stipulated in this Agreement.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The **Vendor** has voluntarily agreed to sell the said plot together to the Purchaser for the consideration of Tanzanian Shillings **One Hundred Forty Four Million Nine Hundred Forty Two Thousand only (Tshs.144,942,000/=)** free from any encumbrance, lien or third party notice.
2. That in consideration of Tanzanian Shillings **One Hundred Forty Four Million Nine Hundred Forty Two Thousand only (TZS.144,942,000/=)** the Vendor is hereby selling the plot to the Purchaser and the Purchaser is hereby purchasing the plot from the Vendor free from any encumbrance, lien or third party notice and subject to the covenants herein contained.

3. The indicative consideration payment of Tanzania Shillings **One Hundred Forty Four Million Nine Hundred Forty Two Thousand only (TZS144,942,000/=)** payable to the **Vendor** shall be deposited to the designated account of the **Vendor** as indicated below;

**Account Name** : Mahmoud Abdallah Hemed  
**Account Number** : 001100046460001  
**Bank Name** : Amana Bank Limited

4. The Purchaser has paid and the Vendor acknowledges to have received the indicative consideration of Tanzanian Shillings **One Hundred Forty Four Million Nine Hundred Forty Two Thousand Only (TZS144,942,000/=)** upon signing this Land Sale Agreement.
5. The **Vendor** shall register the said plot in the name of **Purchaser** subsequently thereof seek and obtain or cause to sought and obtained the grant of **Derivative Right of Occupancy** register in the name of Purchaser from TIC, before the final payment of consideration contained in this agreement.
6. Immediately after the signing of this agreement and after the full payment of consideration contained in this agreement the Vendor shall assist on the process for grant of **Derivative Right of Occupancy**.
7. After completion of registration of the said plot in the name of Purchaser and grant of **Derivative Right of Occupancy** the vendor shall deliver vacant possession and all ownership documents of the plot without any lien or third party rights on the ownership or usage of plot to the Purchaser.
8. The **Vendor** shall keep the Purchaser reasonably informed about the status of the registration of the said plot and grant of **Derivative Right of Occupancy** and will promptly comply with the Purchaser's reasonable requests for information which includes without prejudice to the generality hereof the service of all copies of documents submitted in relevant authorities for registration and grant of **Derivative Right of Occupancy**.
9. The **Purchaser** reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries.

10. That the **Purchaser** has also made sure suitable arrangements for funding the deal upon satisfactory completion of due diligence.

11. That in case it is found and proved that the said plot is not the right of the **Vendor**, the **Vendor** will refund the full amount paid for the purchase of the said plot to the **Purchaser**.

12. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION;** The validity; construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania. All disputes, claims 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.

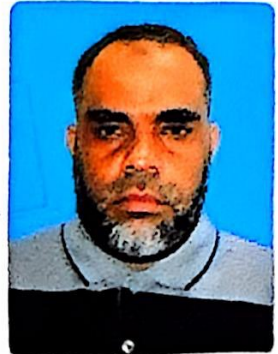
13. **TERMINATION;** This Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein. Failure to make full and prompt payment of the purchase price by the Purchaser to the Vendor as stipulated in clause 1 herein.

14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof (the plot). Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter hereof are expressly cancelled. Any modification of this Agreement shall be in writing and signed by the authorised representatives of both parties.

**IN WITNESS WHEREOF THE PARTIES** hereto have duly executed these presents in the manner and on the dates hereinafter appearing.

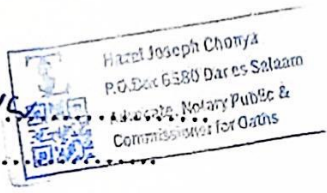
**SIGNED** and **DELIVERED** by **MAHMOUD ABDALLAH HEMED** who is identified to me by .....  
The letter being known to me personally in  
My presence this 11 day of 12 2024

Mahmed  
**VENDOR**



**Before Me:**

Name : Hazel - J. Chonya  
SIGNATURE: [Signature]  
ADDRESS : 6580 Dm  
QUALIFICATION: Advocate



**SEALED** with the **COMMON SEAL** of the said  
**KILIMANJARO GOURMET TREATS LIMITED** and  
**DELIVERED** in our presence  
This 11 day of 12, 2024



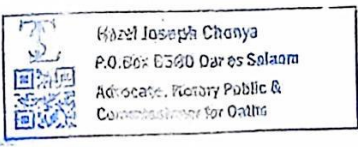
**BY THE SAID:**

Names: Du Yang Zhongzheng  
Signature: [Signature]  
Address: 17104  
Designation: **DIRECTOR**

Names: Yang Li xin  
Signature: [Signature]  
Address: 17104  
Designation: **DIRECTOR**

(Witness)

Name: Hazel - J. Chonya  
Signature: [Signature]  
Postal Address: 6580 Dm  
Qualification: **ADVOCATE**



**LAND SALE AGREEMENT**

**BETWEEN**

**HUMUD RASHID MOHAMED**

**AND**

**KILIMANJARO GOURMET TREATS LIMITED**

=====  
*Regarding selling of plot 1051, Mwasonga , Kigamboni  
Municipal Council, Dar es Salaam.*  
=====

## LAND SALE AGREEMENT

This Agreement is made on this .....11..... day of ...12... 2024

### **BETWEEN**

**HUMUD RASHID MOHAMED of P.O.Box 46343** Dar es Salaam hereinafter referred to as the " **Vendor**" which expression shall where the context so admits include its successors and assigns, of one part;

### **AND**

**KILIMANJARO GOURMET TREATS LIMITED** a company incorporated in Tanzania, of P.O. Box **17104** Dar es Salaam, hereinafter referred to as the "**The Purchaser**" which expression shall where the context so admits include its successors and assigns, of the other part.

### **WHEREAS:**

- i. **The Vendor** is the rightful owner and is desirous of Selling plot **1051** with Title No. **DSMT1068975** square Meters **15224** which is allocated for **INDUSTRIAL SERVICE** located at **Mwasonga** Municipal Council in Dar es Salaam (hereinafter referred to as "**the plot**") to the **Purchaser**.
- ii. The **Vendor** have considered thereafter agreed, and is willing to sale and transfer the exclusive right of ownership of the said plot subject to the necessary approvals being granted by the competent authorities and the **Purchaser** is desires to purchase and have the exclusive right of ownership of the plot subsequently thereof the Purchaser has conditionally accepted the asking consideration from the Vendor.
- iii. **The Vendor** and **the Purchaser** have agreed to enter into this Land Sale Agreement subject to the terms and conditions stipulated in this Agreement.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The **Vendor** has voluntarily agreed to sell the said plot together to the Purchaser for the consideration of Tanzanian Shillings **Two Hundred Twenty Million Seven Hundred Forty Eight Thousand only (Tshs.220,748,000/=)** free from any encumbrance, lien or third party notice.
2. That in consideration of Tanzanian Shillings **Two Hundred Twenty Million Seven Hundred Forty Eight Thousand only (TZS.220,748,000/=)** the Vendor is hereby selling the plot to the Purchaser and the Purchaser is hereby purchasing the plot from the Vendor free from any encumbrance, lien or third party notice and subject to the covenants herein contained.

3. The indicative consideration payment of Tanzania Shillings **Two Hundred Twenty Million Seven Hundred Forty Eight Thousand only (TZS220,748,000/=)** payable to the **Vendor** shall be deposited to the designated account of the **Vendor** as indicated below;

**Account Name** : Mwammary Rashid Mohamed  
**Account Number** : 0940207001  
**Bank Name** : People's Bank Of Tanzania-(PBZ)  
ZANZIBAR

4. The **Purchaser** has paid and the Vendor acknowledges to have received the indicative consideration of Tanzania Shillings **Two Hundred Twenty Million Seven Hundred Forty Eight Thousand Only (TZS220,748,000/=)** upon signing this Land Sale Agreement.
5. The **Vendor** shall register the said plot in the name of **Purchaser** subsequently thereof seek and obtain or cause to sought and obtained the grant of **Derivative Right of Occupancy** register in the name of Purchaser from TIC, before the final payment of consideration contained in this agreement.
6. Immediately after the signing of this agreement and after the full payment of consideration contained in this agreement the Vendor shall assist on the process for grant of **Derivative Right of Occupancy**.
7. After completion of registration of the said plot in the name of Purchaser and grant of **Derivative Right of Occupancy** the vendor shall deliver vacant possession and all ownership documents of the plot without any lien or third party rights on the ownership or usage of plot to the Purchaser.
8. The **Vendor** shall keep the Purchaser reasonably informed about the status of the registration of the said plot and grant of **Derivative Right of Occupancy** and will promptly comply with the Purchaser's reasonable requests for information which includes without prejudice to the generality hereof the service of all copies of documents submitted in relevant authorities for registration and grant of **Derivative Right of Occupancy**.

9. The **Purchaser** reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries.
10. That the **Purchaser** has also made sure suitable arrangements for funding the deal upon satisfactory completion of due diligence.
11. That in case it is found and proved that the said plot is not the right of the **Vendor**, the **Vendor** will refund the full amount paid for the purchase of the said plot to the **Purchaser**.
12. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION;** The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania. All disputes, claims 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.
13. **TERMINATION;** This Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein. Failure to make full and prompt payment of the purchase price by the Purchaser to the Vendor as stipulated in clause 1 herein.
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**INWITNESS WHEREOF THE PARTIES** hereto have duly executed these presents in the manner and on the dates hereinafter appearing.

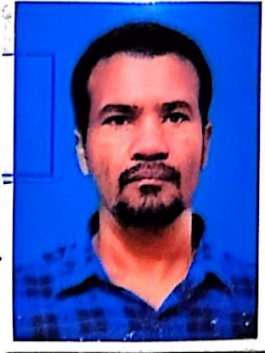
**SIGNED and DELIVERED** by **HUMUD RASHID MOHAMED** who is identified to me by .....  
The letter being known to me personally in  
My presence this 11 day of 12 2024

X *H. Rashid*  
**VENDOR**

**Before Me:**

Name : Hazel - J. Chonya  
SIGNATURE: .....  
ADDRESS : 6580 Dom  
QUALIFICATION: Advocate

Hazel Joseph Chonya  
P.O.Box 6580 Dar es Salaam  
Advocate, Notary Public &  
Commissioner for Oaths



**SEALED** with the **COMMON SEAL** of the said  
**KILIMANJARO GOURMET TREATS LIMITED** and  
**DELIVERED** in our presence  
This 11 day of 12, 2024



**BY THE SAID:**

Names: OU Yang zhong zheng  
Signature : [Signature]  
Address: 17104  
Designation: **DIRECTOR**

Names: Yang Li xin  
Signature : [Signature]  
Address: 17104  
Designation: **DIRECTOR**

(Witness)

Name; Hazel - J. Chonya  
Signature; [Signature]  
Postal Address; 6580 Dom  
Qualification; **ADVOCATE**

Hazel Joseph Chonya  
P.O.Box 6580 Dar es Salaam  
Advocate, Notary Public &  
Commissioner for Oaths