

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

 Certified True Copy of the Original
Alais Rundya Mwashia
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 6/6/2019

Date of Issue:

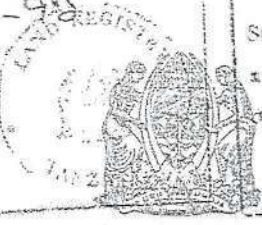
Title Number: 40921

Land Office Number: 142160

Land: Plot No. 1 Mjiniwema Kibugumo 'B' Dar es Salaam City. cco/Lo

Term: NINETY NINE YEARS.

TITLE No. 40921
 REGISTERED 26-11-92
 At 10.00 A.M.
Dohoh
 Senior Assk. Registrar of Titles



TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 100/= Paid
 Original Receipt No. A/211017
 of 7-4-92
Dohoh
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 18400/= Paid
 Original Receipt No. A/211017
 of 7-4-92
Dohoh
 Stamp Duty Officer
 One thousand

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The *Twenty fifth* day of *November*

was hundred and *Ninety-two*.

TITLE No. 40921

THIS IS TO CERTIFY that *SWETA BRADERS AND TRANSPORT COMPANY LIMITED*, a Limited liability company registered under Companies Ordinance Cap.212 of P.O.Box 6940, DAR ES SALAAM.

(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as joint tenants/tenants in common in equal shares for a term of Ninety nine years from the First day of

April, One thousand nine hundred and Ninety two according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any encumbrance in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1992, shall thereafter pay rent of Shs. 360,000/- a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2002, 2012, 2022, 2032, 2042, 2052, 2062, 2072 and 2082 or within three years thereafter in each case.

2. The Occupier shall:-
- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by The Dar es Salaam City Council (hereinafter called "the Authority");
 - (ii) By the thirtieth day of September, 1992, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirty first day of March, 1995;
 - (v) At all times during the term after the thirty first day of March, 1995, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;

(vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the expense of the Occupier as assessed by the Commissioner for Surveys and Maps.

Approval of plans of any building by the Authority shall not imply that the construction of such building will satisfy the Occupier's obligation under the conditions of the Right and shall imply a waiver of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

to a sub-letting of the whole of the land or of the whole or any part of any building on the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his employees agents contractors or members of his household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on behalf:—

(i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;

(ii) an amount equal to any contribution in lieu of rates which may be payable by the Government for the land during the term of the Right;

(iii) such sum as the Commissioner shall assess as a proper share payable for the land or buildings of cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

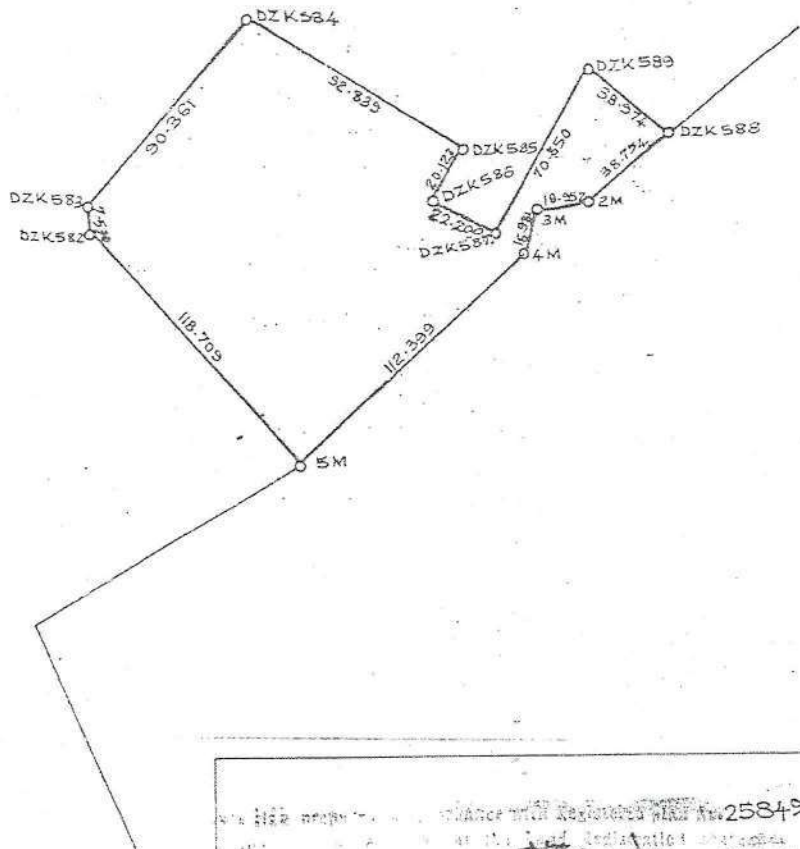
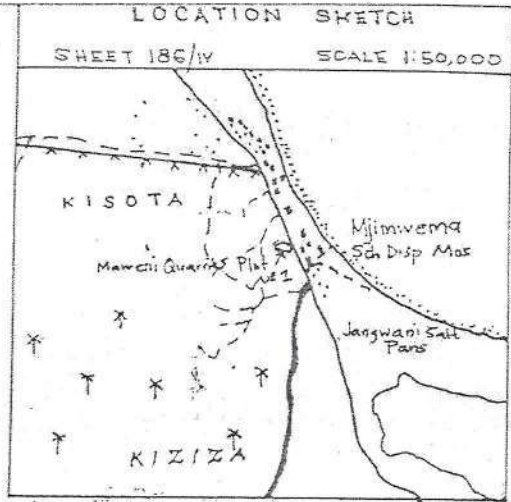
6. USE: The land and the buildings to be erected thereon shall be used for commercial purposes only; Use Group 'B' Use Class (a), Use Group 'C' Use Class (e); Use Group 'D' Use Class (b) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

7. The President may revoke the Right for good cause and in public interest.

NAR ES SALAAM CITY



MJIMWEMA
 - KIBUGUMO "B"
 No. 1
 No. 142160
 AREA: 1.549 Ha



The issue of this plan implies no guarantee
 of title by the Government.

This plan is registered under No. 25849
 of the Land Revenue and Urban Department, Dar es Salaam
 Date: 24.11.92

SCHEDULE

Libyans 8' ecc/lo

Lot No. 1 primary Dar es Salaam City containing two actual plots five four nine (1.549) hectares

square-feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 25049 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

COMMISSIONER FOR LANDS

G P Dem

I, the within-named RUVUMA TRADERS AND TRANSPORT COMPANY LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said RUVUMA TRADERS AND TRANSPORT COMPANY LIMITED and Delivered in the presence of us this 23rd day of NOVEMBER 1992.

Signature: *Bojani*

Postal Address: P.O. Box 6740

DAR ES SALAAM

Qualification: DIRECTOR

Signature: *[Signature]*

Postal Address: Box 6740

DAR ES SALAAM

Qualification: DIRECTOR

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no. 36068
Date of Registration 2.9.94 9.00 a.m.

To: ALIRAZA KASSAMALI RAJANI
of P.O. Box 21545, Dar-es-Salaam.

Declared value shs. 950,000/=

[Signature]
Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no 110294
Date of Registration 12.10.05 11.00 P.m.

to SUNRISE BEACH RESORT
LIMITED OF P.O. BOX 21210,
DAR-ES-SALAAM (Cons. 20,000,000/=)

[Signature]
Registrar of Titles

Land Form 23A

29/2009

49/2010

TANZANIA

THE LAND ACT 1999

(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

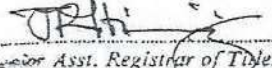
Title Number: 54276


Land Office Number: 206137.

Land: PLOT NO. 2 MJIMWEMA DAR ES SALAAM CITY.

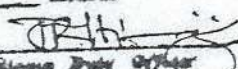
Term: NINETY NINE YEARS.

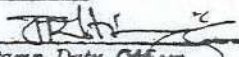
 Certified True Copy of the Original
Alais Rundya Mwasha
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 6/6/2020

TITLE No. 54276
 REGISTERED 30-5-03
 At 1.00 PM

 Senior Asst. Registrar of Titles



Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 100/= Paid
 and Revenue Receipt No. 18644576
 of 1-7-03 Land.

 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 3990/= Paid
14,005/=
 on original Receipt No. 18410844
 of 24-3-03 18644576
1-7-03 
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 54276
 L.O. No. 206137
 L. D. No. 160591.

The 12th day of July Two thousand and three.

THIS IS TO CERTIFY THAT ASMINTA VITALDAS AND MIRMALA BHOWAN of P.O. Box 21210, DAR ES SALAAM (hereinafter called "the Occupiers") are entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") as tenants in common in equal shares for a term of ninety nine years from the first day of January, Two thousand and three 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 therefor or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the thirtieth day of June, 2003, shall thereafter pay rent of shillings three eighty one thousand nine hundred (Tshs.381,900/=) only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

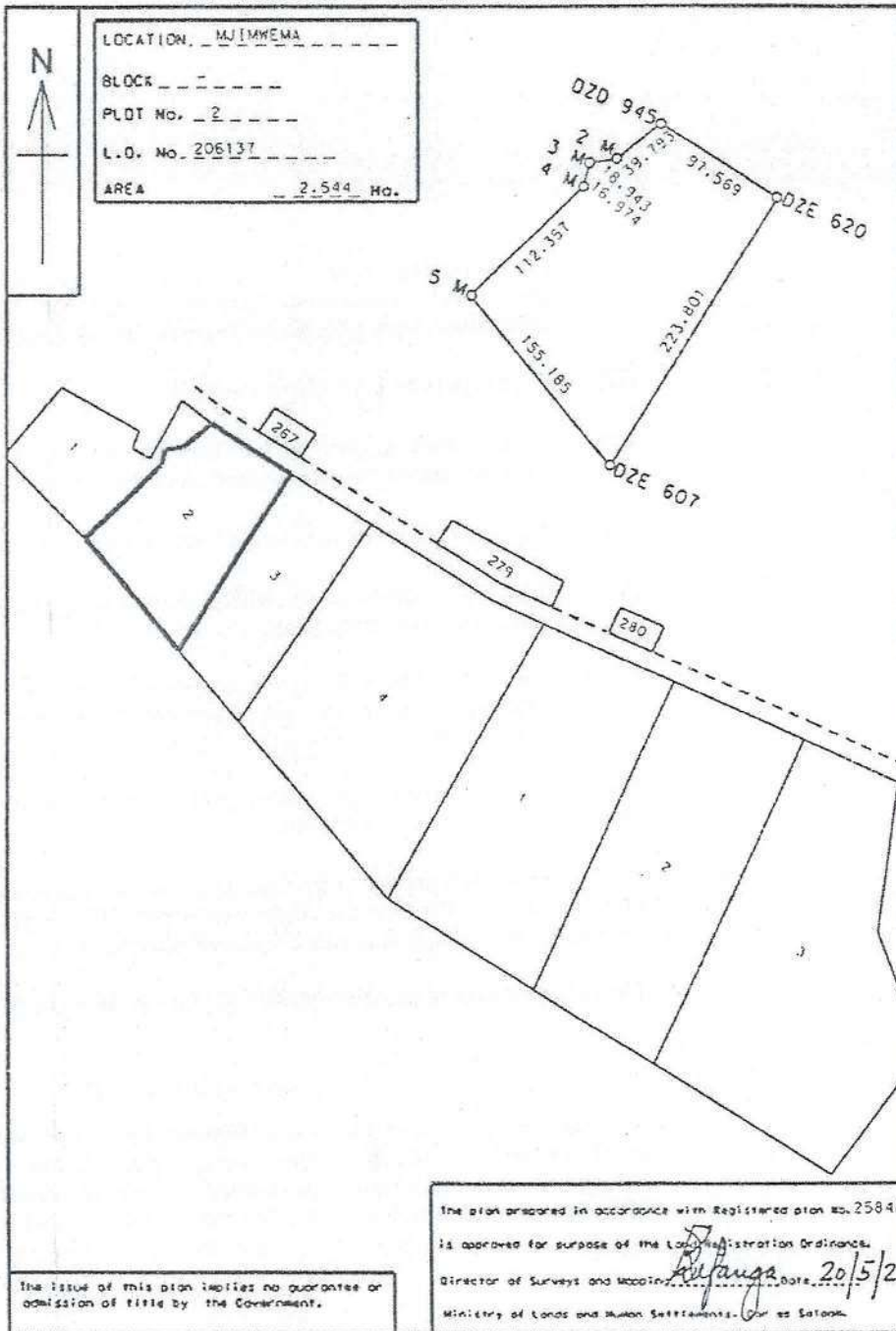
Certified True Copy of the Original
 Aisla Runya Mwanza
 Advocate, Notary Public & Commissioner
 for Oaths
 Date: 12/7/03
 Sign: 

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may be required by authorities responsible for environment and to achieve such objective.
 - (iii) Buildings to be in permanent materials.
 - (iv) Submit building plans to the Temeke Municipal Council within six months from the date of the commencement of the Right.
 - (v) Buildings construction to begin within six months after approval of plans.
 - (vi) Building to be complete within thirty-six months (36) from the date of the commencement of the Right.
3. **USER:** The land and the buildings erected thereon shall be used for Hotel Site purposes only; Use Group 'C' use classes (c) and (f) and Use Group 'D' use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1991.
 - 4.
 5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premises taxes and dues prescribed in connection with that disposition.
 7. The President may revoke the right for good cause or in public interest.

SCHEDULE

ALL that land known as Plot No. 2 Mjimwema Dar es Salaam City containing two point five four four (2.554) hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Number 25848 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

DAR ES SALAAM CITY



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


COMMISSIONER FOR LANDS

We, the within named ASMINTA VITALDAS AND MIRMALA BHOWAN hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
ASMINTA VITALDAS who is known to me)
personally/identified to me by)

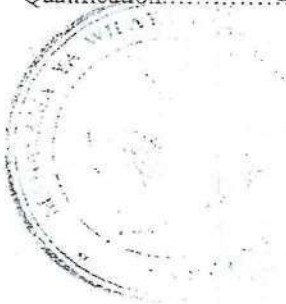
the latter being known to me personally)
in my presence this 29 day of 5 2003.)

Asmita vithal

(Witness's))
Signature:.....)

Postal Address:.....)
.....)

Qualification:.....)
MAGISTRATE)



LANDS REGISTRY DAR-ES-SALAAM
MORTGAGE
Filed Pursuant to
Date of Registration
to

SIGNED and DELIVERED by the said)
MIRMALA BHOWAN who is known to me)
personally/identified to me by)

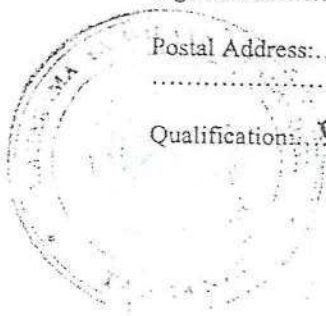
the latter being known to me personally)
in my presence this 29 day of 5 2003.)

Nirmala Bhowan

(Witness's) HAKIMU M. S.)
Signature:.....)

Postal Address: 27830)

Qualification: MAGISTRATE)



LOAN AGREEMENT AND MORTGAGE

Doc No. 1159 85
Date of Registration 16.11.07 time 12:00
in DIAMOND TRUST BANK
IN ACCORDANCE WITH THE PROVISIONS OF THE
MORTGAGE ACT 1920 TO SECURE
unspecified amount.

[Handwritten signature]

LAND REGISTRY DAR - ES - SALAAM

MORTGAGE

Filed Document No. 117675
Date of Registration 3-4-08 to 11:00 AM
To... AMOUNT INCREASED
SECURE UNSPECIFIED Amount.

[Signature]
Senior Asst. Registrar of Titles

LAND REGISTRY DAR - ES - SALAAM

MORTGAGE

Filed Document No. 124637

Date of Registration 08-10-09 to 12:26 PM

To... AMOUNT INCREASED SECURE

TO UNSPECIFIED AMOUNT.

[Signature]
Senior Asst. Registrar of Titles

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

CERTIFICATE OF APPROVAL OF A DISPOSITION
(Under Section 39)

C.T. No. 54276
L.O. No. 206137
LD. No. 160591
Land Description Plot No 2
MJI MVENA

I, DIDAS MISI GABO NSALUZI ~~COMMISSIONER FOR~~
~~LANDS/AUTHORISED OFFICER~~ hereby APPROVE the disposition of the right of
occupancy under the above reference subject to the following:-

Consent granted as per minute No. 73 of 25/10/07

J. B. Nsaluzi
COMMISSIONER FOR LANDS/AUTHORISED OFFICER

Date: 4th November, 2007

To: Name ASMINIA VITALDAS & MIRMALA BHOWAN
Address: P.O. Box 21210 DAR-ES-SALAAM

Copy: The Registrar

Stamp duty fees	10300 / =
Approval fees	5000 / =
Registration fees	1000 / =
ERV No.	
for Commissioner for Lands <i>E. P. M. Land</i>	

ERV No. 30656562 of S. 11.1.0
 ERV No. 2824 1761 of 29/3/0
 ERV No. 30657260 of S. 11.1.0

SALE AGREEMENT

BETWEEN

SUNRISE BEACH RESORT LIMITED

("The 1st Judgment Debtor")

AND

DILESH VITHALDAS SOLANKI,

RAJEN VITHALDAS SOLANKI,

RAVI VITHALDAS SOLANKI,

YOGESH AMRALTAL KANJI,

**HARSHA DINESH CHAMUNDA (As the Administrator of
Estates of the late ASMITA VITHALDAS SOLANKI)**

("the 2nd to 6th Judgment Debtors")

AND

BERKSHIRE HOTEL GROUP LIMITED ("the Purchaser")

AND

DIAMOND TRUST BANK TANZANIA PLC ("the Decree Holder")

**IN RESPECT OF LANDED MORTGAGE PROPERTY WITH CT NO. 40921; LO NO. 142160;
PLOT NO. 1 MJI MWEMA, KIBUGUMO B AREA, IN DAR ES SALAAM CITY,**

AND

**LANDED MORTGAGE PROPERTY WITH CT NO. 54276 PLOT NO. 2; MJI MWEMA AREA,
IN DAR ES SALAAM CITY.**

Drawn By:

DTB Tanzania PLC,

P.O. Box 115,

DTB Centre 991 Kahama Road, Masaki

Dar es Salaam-Tanzania.

SALE AGREEMENT

This **SALE AGREEMENT** is made this day of 2024.

BETWEEN

SUNRISE BEACH RESORT of P.O.BOX 21210 Dar es Salaam, (herein referred to as the ("**1st Judgment Debtor**") which expression shall, unless the context does not so permit, include its assigns and successors in title:

AND

DILESH VITHALDAS SOLANKI, RAJEN VITHALDAS SOLANKI, RAVI VITHALDAS SOLANKI, YOGESH AMRALTLAL KANJI, HARSHA DINESH CHAMUNDA (As the Administrator of Estates of the late ASMITA VITHALDAS SOLANKI) of P.O.BOX 21210 Dar es Salaam, (herein referred to as the "**2nd to 6th Judgment Debtors**") which expression shall, unless the context does not so permit, include its assigns and successors in title;

AND

BERKSHIRE HOTEL GROUP LIMITED, of P.O. Box 75077, Dar es Salaam - Tanzania (hereinafter referred to as "the **Purchaser**") which expression shall where the context so admits include its successors and assigns of the one part;

AND

DIAMOND TRUST BANK TANZANIA PLC, a commercial bank duly incorporated and existing under the laws of Tanzania and Licensed to carry commercial Banking activities in the United Republic of Tanzania, whose business address is situated at DTB Centre, Kahama Road- Masaki, of Postal Office Box 115, Dar es Salaam, Tanzania (herein referred to as the "**Decree Holder**") which expression shall, unless the context does not so permit, include its assigns and successors in title;

PREAMBLE:

A. WHEREAS, the 1st Judgment Debtor is the registered owner of the Mortgaged Property located with CT No. 40921; LO No. 142160; Plot No. 1 Mji Mwema, Kibugumo B area, in Dar es Salaam City. (Hereinafter referred to as the "**Right of Occupancy**")

- B. **WHEREAS**, the 2nd to 6th Judgment Debtors are the registered owners of the Mortgaged Property located on Plot No. 2; CT No. 54276; Mji Mwema, Kigamboni Area, in Dar Es Salaam City. (Hereinafter referred to as the "**Right of Occupancy**")
- C. **WHEREAS**, under the terms of the Mortgage, all the Judgment Debtors covenanted to pay to the Decree Holder on the due date or upon demand the outstanding balance on account of the credit facility plus interest and other charges as may be due and outstanding on account of the borrower.
- D. On 7th March 2024 the bank and all the Judgment Debtors herein entered a Settlement Agreement to adjust and satisfy the Decree over Commercial case No.129 of 2019 and on the same day was recorded by the Court on which the Court marked the decree fully satisfied and vacated the proclamation of sale issued earlier.
- E. **WHEREAS**, the Decree Holder and Judgment Debtors have agreed for the loan to be settled at **TZS 6,700,000,000.00 (Six Billion Seven Hundred Million Shilings Only)**, and the Mortgagators have unconditionally consented that the Decree Holder takes possession and sell either by private treaty or public auction the landed properties located on **Plot No.1; CT No. 40921; LO No. 142160**; Mji Mwema, Kibugumo B area, and **Plot No. 2; CT No. 54276**; Mji Mwema, Kigamboni Area, in Dar Es Salaam City under the provision of the Mortgage Deed and the law, by way of a private contract.
- F. **WHEREAS**, all the Judgment Debtors have provided consent for the Decree Holder to sell herein referred mortgaged properties to the purchaser at a net price(exclusive of government taxes) of **TZS 6,700,000,000.00 (Six Billion Seven Hundred Million Shilings Only)** to recover the agreed outstanding loan amount to the satisfaction of the Decree. The consent of Judgment Debtors will form part of this agreement.
- G. **AND WHEREAS**, this sale is part of the Judgement Debtors business's takeover by the Purchaser through a going concern basis under agreed terms and conditions and except for pre-existing liabilities.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION.

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

“Agreement”	means this Sale Agreement between the Judgment Debtors, Purchaser, and Decree Holder leading to the transfer of a title over the property located on Plot No.1; CT No. 40921; LO No. 142160 ; Mji Mwema, Kibugumo B area, in Dar es Salaam City and Plot No. 2; CT No. 54276 ; Mji Mwema, Kigamboni Area, in Dar Es Salaam City.
“Parties”	mean the signatories to this Agreement.
“The Purchase price”	means the net amount (exclusive of government taxes) of TZS 6,700,000,000.00 (Six Billion Seven Hundred Million Shillings only) payable by the Purchaser to the Decree Holder as consideration for the purchase of the Landed Property.
“The Landed Properties”	located on Plot No.1; CT No. 40921; LO No. 142160 ; Mji Mwema, Kibugumo B area, in Dar es Salaam City and Plot No. 2; CT No. 54276 ; Mji Mwema, Kigamboni Area, in Dar Es Salaam City.
“Transfer”	means all procedures and processes involved in passing of the rights of occupancy to the Purchaser upon registration with Tanzania Investment Centre and obtaining a derivative right title.
“Gross Price”	means the total agreed purchase price payable by the Purchaser under this agreement.
“ Day”	Means a business day in which normal business

and banking operations are conducted in the United Republic of Tanzania.

"TZS" means Tanzanian Shillings

"USD" means United States Dollars

- 1.2. Words importing the singular, shall where the context so admits, be construed as importing the plural and vice versa.
- 1.3. Words importing persons, shall where the context so admits, be construed as importing a corporate body and vice versa.
- 1.4. The headings to the respective Clauses do not form part of this Agreement and are for convenience of reference only and shall not affect the construction or interpretation of the terms and provisions hereof.

2.0 DESCRIPTION OF THE LANDED PROPERTIES

All that land known as landed properties located on **Plot No.1; CT No. 40921; LO No. 142160**; Mji Mwema, Kibugumo B area, in Dar es Salaam City measuring 1.549 hectares and **Plot No. 2; CT No. 54276**; Mji Mwema, Kigamboni Area, in Dar Es Salaam City measuring 2.554 hectares and include all things permanently affixed to the property, and all rights, easements, appurtenances belonging to or enjoyed with the property and all other improvements whatsoever in or on the property.

3.0 PURCHASE PRICE, MODE OF PAYMENT AND EVENTS OF DEFAULT

- 3.1 In consideration of the Purchaser paying the net sum (exclusive of government taxes) of **TZS 6,700,000,000.00 (Six Billion Seven Hundred Million Shillings only)** as the purchase price to the Decree Holder and the agreed financing by the Decree Holder to the Purchaser to acquire the landed properties located on **Plot No.1; CT No. 40921; LO No. 142160**; Mji Mwema, Kibugumo B area, and **Plot No. 2; CT No. 54276**; Mji Mwema, Kigamboni Area, in Dar Es Salaam, the Decree Holder shall discharge to the Purchaser the title together with necessary forms to enable the transfer of absolute ownership of the entire property free from any encumbrances whatsoever.

- 3.2 Upon full payment of the purchasing price the Decree Holder shall issue a formal acknowledgment of receipt of full payment from the Purchaser and discharge the mortgage and hand over to the Purchaser the ORIGINAL titles for Plot No.1: CT No. 40921 and Plot No. 2; CT No. 54276 together with all necessary forms and documentation to enable the required perfect transfer and registration of absolute ownership of the entire property free from any encumbrances whatsoever.
- 3.3 The process of title transfer shall commence on the date in which an acknowledgement of receipt of full payment is issued by the Decree Holder. The entire exercise will be managed and administered jointly by the decree-holder and the Purchaser's appointed lawyer/agent.
- 3.4 The Purchaser shall make all payments of the purchase price in either United State Dollars or Tanzania Shillings equivalent which is deemed convenient at the time of payments. The payments are to be effected onto account numbers 9899999177 – USD and 9899999176 – TZS in the name of LOAN RECOVERY SUSPENSE ACCOUNT. The exchange rate of conversion from USD to TZS will be based on the indicative rate issued by the Bank of Tanzania on a particular day of the transaction.
- 3.5 Any default in making payments by the purchaser as agreed under this Agreement save for those attributed whether directly or indirectly by the Decree Holder will automatically and without further assurance and/or recourse to the Decree Holder discharge the Decree Holder from any further obligations and the Decree Holder shall be at liberty to dispose of the Landed Property to another Purchaser as it shall deem fit. For the avoidance of doubt, any event of default in making payment of the purchase price shall nullify this agreement and unless agreed otherwise the Decree Holder shall treat this Agreement as canceled.
- 3.6 In connection to clause 3.5 above, upon default and cancellation of this agreement, the Decree Holder shall continue to hold a charge over the landed property and exercise its power of sale to other interested potential Purchasers, until the agreed loan outstanding amount is fully settled.

4.0 SPECIFIC CONDITIONS FOR THE SALE OF THE PROPERTY

- 4.1 That except where it is specifically provided for in this Agreement, each party shall pay its own expenses in connection with this agreement and the transactions contemplated herein in accordance with the applicable law.

4.2 The Purchaser shall pay all applicable government taxes for the transfer of the Property.

5.0 DECREE HOLDER 'S COVENANTS

The Decree Holder hereby covenants to the Purchaser as follows: -

5.1 That it represents and warrants that it has the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser the landed properties located on **Plot No.1; CT No. 40921; LO No. 142160**; Mji Mwema, Kibugumo B area, in Dar es Salaam City and **Plot No. 2; CT No. 54276**; Mji Mwema, Kigamboni Area, in Dar Es Salaam City sold free of all encumbrances whatsoever.

5.2 That the Decree Holder shall, at the request of the Purchaser, do all acts and execute all documents for the better assurance or perfection of the Purchaser's title in the property.

6.0 JUDGMENT DEBTORS' COVENANTS

The Judgment Debtors' hereby covenant to the bank and purchaser as follows: -

6.1 That the Judgment Debtors shall, at the request of the Decree Holder or the purchaser, do all acts and execute all documents for the better assurance or perfection of the Purchaser's title in the property including confirmation of any information, Liabilities or debts from any organization or party. This includes the provision of inventory, assets listing, any relevant information or document relating to the Landed properties including drawings and permits. The Judgment Debtors assure full cooperation during the handing over and engagement with third parties surrounding the properties.

6.2 That the Judgment Debtors shall, at the request of the Decree Holder or purchaser present proof of payment of statutory payments to Government authorities including but not limited to Land rent, Electricity bills, Business License, Social Security contributions, staff or third party payments immediately.

6.3 The execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by all

Judgment Debtors. All Judgement Debtors shall indemnify the Purchaser against any undisclosed agreement entered with third parties or authorities.

6.4 That upon execution of this agreement Judgment Debtors shall simultaneously and immediately within 2 days withdraw all caveats entered on the two landed properties under CT No. 40921; LO No. 142160; Plot No. 1 Mji Mwema, Kibugumo B area, in Dar es Salaam City and Plot No. 2; CT No. 54276; Mji Mwema, Kigamboni Area, in Dar Es Salaam City.

7.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

7.1 The Purchaser warrants that it has sufficient mandate, authority, and right to enter into this agreement and complete the transactions contemplated hereby.

7.2 The execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Purchaser.

7.3 This agreement is not terminable by either party other than for reasons related to acts of God or Force majeure defined in 9.0 below which are not capable of being rectified in which case parties will revert to the status quo.

8.0 DELIVERY, POSSESSION AND TRANSFER OF TITLES

8.1 Subject to the provisions of this Agreement, upon signing this Agreement and full payment of the whole Purchase price within the agreed time, the Decree Holder and the Purchaser agree that the Decree Holder shall immediately avail the Purchaser with all necessary documents including discharge of the herein Title Deeds to enable completion of all processes necessary to constitute the Purchaser the lawful owner of the landed property. It shall be the responsibility of the Purchaser to carry on with the transfer process and bear its own and direct costs involved in the process.

8.2 The Judgment Debtors and Decree Holder undertake to hand over vacant possession to the purchaser within 14 days after undertaking the inspection of the property and stock taking. Purchaser is entitled to conduct prior inspections in both landed properties and business activities to verify the existence and condition of assets, inventories, and stock taking, verify equipment in good working order, structural drawings, and permits. In case of any delay in conducting the inspection and verification exercise, parties will agree on an alternative date to hand over vacant possession to the purchaser.

8.3 If the transaction shall not go through and the eventual transfer envisaged in this Sale Agreement shall fail for no fault of either the Judgment Debtors, Decree Holder, or the Purchaser, parties herein shall relapse to the status quo with no cost.

9.0 FORCE MAJEURE

9.1 For the purposes of this Agreement, a "force majeure event" will mean:

9.1.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, and acts of sabotage;

9.1.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, and destruction by lightning;

9.1.3 explosions, fires, destruction of machines and of any kind of installations;

9.1.4 boycotts, strikes, and lock-outs of all kinds, go-slows, occupation of factories and premises, and work stoppages;

9.1.5 acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk by virtue of any other provisions of this Agreement

9.2 If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by a force majeure event, that Party will within fourteen (14) Business Days of becoming aware of the force majeure event notify the other Party specifying the nature and extent of the circumstances giving rise to the force majeure event.

9.3 The affected Party will, subject to service of the notice under Clause 9.2, have no liability in respect of the performance of such of its obligations as are directly prevented by the force majeure event(s) during the continuation of such event(s), and for such time after they cease as is reasonably necessary for that Party to begin re-performing the affected obligation.

9.4 The affected Party will use all reasonable endeavors both to notify the other Party of the end of the force majeure event and to recommence its affected operations as soon as reasonably practicable in order for it to perform its obligations under this Agreement.

9.5 The affected Party will use all reasonable endeavors to bring the force majeure event(s) to a close or to find a solution by which this Agreement may be performed despite the continuance of the force majeure event.

9.6 The Parties agree that, should the force majeure event last more than forty-five (45) days, then either Party may terminate this Agreement by giving fourteen (14) days' written notice to the other Party, and in such event the Parties will be restored to the status quo with no costs, in so far as reasonably possible.

10.0 NOTICES

All notices, requests, consents, demands, waivers and other communications, duly given by either party, shall be in writing in English language and Swahili language and shall be sent by hand delivery, prepaid post letter or other speedier mode of communications or transmittal whether manual or electronic including but not limited to telefax and E – mail to the addresses set forth below: -

For the Judgment Debtors:

Sunrise Beach Resort Limited,
P.O. Box 21210,
Dar es Salaam – Tanzania.

For the Purchaser:

Berkshire Hotel Group Limited
P.O. Box 75077,
Dar es Salaam – Tanzania.
Email: samkassam@sterlinghotels.ca; and
natashakassam@sterlinghotels.ca

For the Decree Holder:

Head of Debt Recovery,
Diamond Trust Bank Tanzania Plc
P.O. Box 115
DTB Centre, Kahama Road- Masaki,
Dar es Salaam – Tanzania.
Email: mbaragama@diamondtrust.co.tz

11.0 GOVERNING LAW

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

12.0 DISPUTE RESOLUTION

- 12.1 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall, upon agreement by both Parties, be referred to the High Court Commercial Division.

13.0 MISCELLANEOUS PROVISIONS

- 13.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 13.2 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party except for legally appointed representatives engaged to perform any act or implement any element of this agreement, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
- 13.3 This 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.
- 13.4 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.
- 13.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, the parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

13.6 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.

IN WITNESS HEREOF, the Parties hereto have executed THREE (3) originals of this Sale Agreement on the date and year first herein above written in the following manner:

JUDGMENT DEBTORS;

SEALED with the **COMMON SEAL** of the said **SUNRISE BEACH RESORT** and **DELIVERED** at **DAR ES SALAAM** in our presence this ___ day of _____ 2024



Name: Dilesh.V.Solanki
Signature: [Handwritten Signature]
Designation: Director

Name: RAVI.V.SOLANKI
Signature: [Handwritten Signature]
Designation: Director

SIGNED and **DELIVERED** at Dar es Salaam By **DILESH VITHALDAS SOLANKI** Who is known, identified to me by

[Handwritten Signature]

being known to me personally in my presence
this ____ day of ____ 2024

BEFORE ME:

Name: ERICK E. BITAROHIZE
Address: P.O. BOX 41025, DAR ES SALAAM
Signature: [Signature]
Designation: ADVOCATE



SIGNED and DELIVERED at Dar es Salaam
By **RAJEN VITHALDAS SOLANKI**

Who is known /identified to me by
_____ tatter-
being known to me personally in my presence
this ____ day of ____ 2024

[Signature]
3rd JUDGMENT DEBTOR

BEFORE ME:

Name: Imam H. Daffa
Address: Box 38591 Dsm
Signature: [Signature]
Designation: Advocate



SIGNED and DELIVERED at Dar es Salaam
By **RAVI VITHALDAS SOLANKI**

Who is known /identified to me by
_____ tatter-
being known to me personally in my presence
this ____ day of ____ 2024

[Signature]
4th JUDGMENT DEBTOR

Imam H. Daffa
Box 38591 Dsm
[Signature]
Advocate



SIGNED and DELIVERED at Dar es Salaam

By **YOGESH AMRALTAL KANJI**

Who is known /identified to me by

_____ latter

being known to me personally in my presence

this _____ day of _____ 2024

5th JUDGMENT DEBTOR

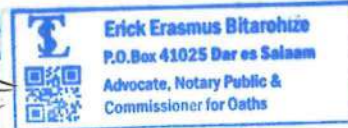
BEFORE ME:

Name: ERICK ERASMUS BITAROHIZE

Address: P.O. BOX 41025, DAR ES SALAAM

Signature: [Handwritten Signature]

Designation: ADVOCATE



SIGNED and DELIVERED at Dar es Salaam

By **HARSHA DINESH CHAMUNDA**

Who is known /identified to me by RAJEN
VITHALDAS SOLANKI latter

being known to me personally in my presence

this _____ day of _____ 2024

6th JUDGMENT DEBTOR

BEFORE ME:

Name: Imam H. Daffa

Address: Box 58591 D/S

Signature: [Handwritten Signature]

Designation: Advocate



THE PURCHASER;

SEALED with the **COMMON SEAL** of the said
BERKSHIRE HOTEL GROUP LIMITED
and **DELIVERED** at **DAR ES SALAAM**
in our presence this ___ day of _____ 2024



Name: NATASHA KASSAM
Signature: [Handwritten Signature]
Designation: DIRECTOR

Name: SHARUDDIN KASSAM
Signature: [Handwritten Signature]
Designation: DIRECTOR

THE DECREE-HOLDER

SEALED with the **COMMON SEAL** of the said
DIAMOND TRUST BANK TANZANIA PLC
and **DELIVERED** at **DAR ES SALAAM**
in our presence this ___ day of _____ 2024

Name: RAVNEET CHOWDHURY
Signature: [Handwritten Signature]
Designation: CEO

Name: [Handwritten Signature]
Signature: [Handwritten Signature]
Designation: [Handwritten Signature]

*Victoria Lupembe
Head, Legal Services & Company Secretary
Diamond Trust Bank Tanzania PLC.
P. O. Box 115, Dar es Salaam*