

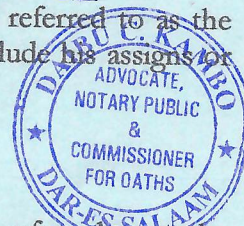
SALE AGREEMENT

This sale agreement is made on this16..... Day ofMay.....2024. Certified True Copy of The Original

BETWEEN

ATHUMAN OMARY SAID of P.O. Box 30298 Dar es Salaam, (hereinafter referred to as the "VENDOR", which expression shall, unless the context requires otherwise, include his assigns or successors of title) of the other party.

Signature 



AND

BATA FRAY CO. LIMITED of P.O. Box 38608 Dar es Salaam, (hereinafter referred to as the "BUYER", which expression shall, unless the context requires otherwise, include his assigns or successors of title) of the other party.

WHEREAS, the **VENDOR** is a registered owner of that all property comprising the right of occupancy registered under the reference as, Plot NO. 2&3 Block B at Ruvu Darajani Chalinze District, Coast Region, with Title Number 13861 and herein after referred to as the property.

AND WHEREAS the **VENDOR** is desirous to sell and transfer the property to the **PURCHASER**, and the latter has agreed to buy the said property on the terms and subject to the conditions hereinafter contained.

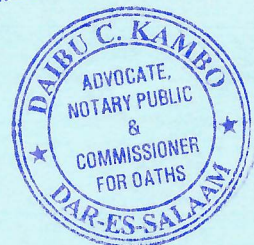
NOW THIS SALE AGREEMENT WITNESSETH as follows:

1. **IN CONSIDERATION** of Tshs. 200,000,000/= only (Say Tanzania shilling Two Hundred Million Only) paid by the purchaser, the vendor **HEREBY** have sold and transferred the whole of the property **TO HOLD UNTO** the purchaser the said property without encumbrance.
2. That for the said consideration an amount of Tshs. 200,000,000/= only (Say Tanzania shilling Two Hundred Million Only) shall be paid by the purchaser to the vendor upon completion of transfer process to the name of Purchaser and the Purchaser shall pay all necessary fees to include statutory fee i.e capital gain, registration fee and stamp duty, to effect transfer, that the vendor has agree the said consideration to be deposited in a bank account of his brother via **NMB** account no. **21210079126**, Account name **ATHUMAN OMARY SAID**
3. The vendor hereby warrants that the said property is not subject to any pending proceedings against the same. The **VENDOR** further warrants that the **PROPERTY** is free from any encumbrance, liens and third-party notice whatsoever and not polluted before signing of this agreement.
4. That upon execution of this sale agreement, the vendor will immediately give vacant possession of the property to the purchaser, for transfer process of ownership of the property to be completed in favor of the purchaser. The **VENDOR** shall assist the **PURCHASER** in the transfer of title process by providing the necessary documents and support.

5. That capital gains tax, in transferring ownership of the property in the name of the purchaser shall be borne by the purchaser, and the purchaser will also pay for valuation costs of the property.
6. That in the event of the transfer falling; or for any reasons whatsoever to be completed including by reasons of failing to obtain the Commissioner's for Lands consent, or fraud if any, the parties herein will revert to their original positions.
7. That upon signing and execution of this agreement in full, the vendor shall hand over all necessary documents in relation to ownership of the property.
8. That, the **VENDOR** further warrants that he has full power and authority to effect disposition of the Property. However, if this property is a matrimonial property the **VENDOR** acknowledges his obligation to obtain spouse consent to this transaction. If the property is not a matrimonial property, the **VENDOR** shall swear an affidavit to that effect.
9. That this Agreement supersedes all other agreements in relation to this property between the parties and nullifies all other agreements between the vendor and third parties in relation to this property. That, no variation of the terms of this **AGREEMENT** or of any other documents referred herein shall be effective unless it is in writing and signed by the parties hereto.
10. That this agreement is governed by the laws of The United Republic of Tanzania and shall be binding on the parties, their successor in title, assignees, executors and other person deriving rights and/or interests of the parties herein
11. That it is further agreed by both parties that any dispute arising from this sale Agreement shall be resolved within the framework of the Laws of the United Republic of Tanzania.

Certified True Copy of The Original

Signature



IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and the year and in the manner hereinafter appearing.

SIGNED and DELIVERED at Dar es salaam by the said ATHUMAN OMARY SAID

who is known to me personally/introduced to me by this 16 Day of May 2024

[Handwritten Signature]

VENDOR

Witness:

NAME:

ALFRED J. SHANYONGI

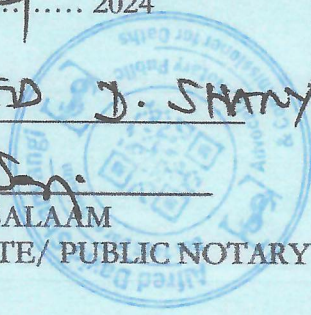
SIGNATURE:

ADDRESS:

DAR ES SALAAM

QUALIFICATION:

ADVOCATE/ PUBLIC NOTARY



SEALED with the common seal of BATA FRAY CO. LIMITED

in our Presence this 16 day of May 2024

(official seal/stamp) Transferee



IN OUR PRESENCE;

Name: HE HONB MEI

Signature: *[Handwritten Signature]*

Address: P.O BOX 38608 Dar es Salaam

Qualification: DIRECTOR

Name: WU LIANG

Signature: *[Handwritten Signature]*

Address: P.O BOX 38608 Dar es Salaam

Qualification: DIRECTOR

Certified True Copy of The Original

Signature

[Handwritten Signature]



Certified True Copy of The Original

Signature



THE UNITED REPUBLIC OF TANZANIA

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

APPROVAL OF CHANGE/VARIATION OF CONDITIONS
OF A RIGHT OF OCCUPANCY
(Under Section 35(4))

C.T. NO. 13861- PWN.
PLOT NO. 2 & 3 BLOCK 'B'
RUVU DARAJANI - CHALINZE

I, SHUKRAN STEPHAN KYANDO being Assistant Commissioner for Lands of P.O. BOX 9230 DAR ES SALAAM HEREBY APPROVE to the following variation of the conditions of the right of occupancy registered under the above reference;

1. THAT, the words and figures "Three Million Two Hundred Twenty Nine Thousand Seven Hundred Thirty" (3,229,730/=) appearing in condition number (1) be deleted and replaced by the words and figures "Two Million Four Hundred Thousand Four Hundred Seventy Five" (2,400,475/=).
2. THAT, the words 'The Land shall be used for Commercial Purposes Only, Use Group 'D' Use Classes (b), (c), (d), (e), (f), and (j) appearing under condition No. 4 of the Certificate of Occupancy be deleted and replaced by the words "Light Industrial" Purposes Only, Use Group 'M' Use classes (a) and (b), as defined in the Urban Planning Act (Use Groups and use classes), Regulations, 2018.

Dated at Chalinze his 16th day of July 2024.


ASSISTANT COMMISSIONER FOR LANDS

Served upon me:

Occupier

Date: 16th July 2024

TITLE No: 13861 PwN
 REGISTERED ON: 23-11-2022
 AT: 10:30A M
 Senior Asst. Registrar of Titles



TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: 161,476.50 Paid
 922291132626239
 On Original Receipt Shs:
 of: 18-10-2022
 Stamp Duty Officer

Land Form No. 22

THE UNITED REPUBLIC OF TANZANIA

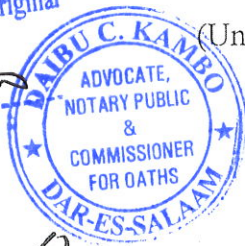
THE LAND ACT, 1999
 (NO.4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Certified True Copy of The Original

Signature



TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: 100/= Paid
 Receipt No: 922291132626239
 of: 18-10-2022
 Stamp Duty Officer

Title No: 13861 PwN
 L. O. No. 1098264
 Ref. No: CHAL/LD/2751

The 21st day of November Two Thousand and Twenty Two

THIS IS TO CERTIFY that **ATHUMAN OMARY SAID P. O. Box 30298, KIBAHA, PWANI** (hereinafter called "the occupier") is entitled to the Right of Occupancy (hereinafter called the Right) in and over the land described in the schedule hereto (hereinafter called "the land") for a term of **ninety (99) years** from the **first day of October, two thousand twenty two** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to the regulations made thereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The occupier having paid rent up to the thirtieth day of **June, 2023** shall thereafter pay rent of **shillings three million two hundred twenty nine thousand seven hundred thirty only (T.shs. 3,229,730/=)**, 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 occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.
 - (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 the authorities responsible for environment to achieve such objective.

(iii) Building to be in permanent materials

Signature 

(iv) Submit building plans to the **Chalinze District Council** within six months from the date of the commencement of the Right



(v) Begin construction within six months after approval of plans

(vi) Complete the buildings within thirty six months from the date of the commencement of the right

3. The Occupier shall further:-

- (i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose
- (iii) Provide and maintain on the land such ablution facilities and maintain such hygienic measures as may be required by the Medical Officer of Health
- (iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the authority
- (v) Loading and unloading facilities shall be provided within the boundaries of the land

4. **USER:** Only such buildings as shall be approved by the Authority shall ^{be erected} on the land thereon shall be used for ^{LIGHT INDUSTRIAL} **COMMERCIAL PURPOSES ONLY**, Use Group **'D'** Use classes ^{(b), (c), (d), (e), (f) and (j)} as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.

5. The Occupier shall not assign the Right within three years of date hereof without the prior approval of the Commissioner.

6. The occupier shall deliver to the Commissioner for Lands notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and all dues prescribed in connection with the disposition.

7. The President may revoke the Right of Occupancy for good cause or in public interest

CHALINZE DISTRICT COUNCIL

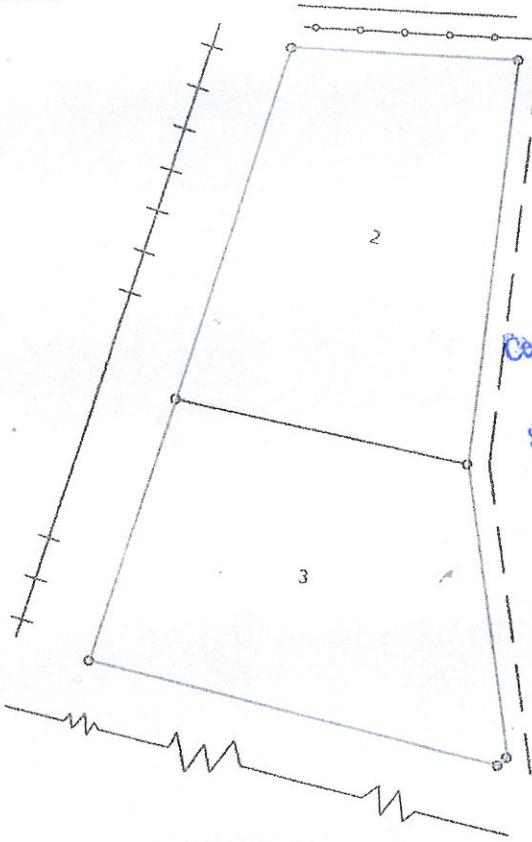
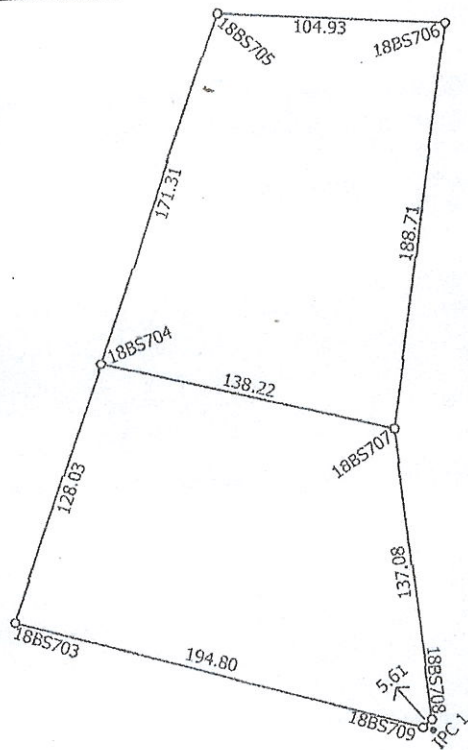
Locality.....Ruvu darajani

Block.....B

Plot No.....2 & 3

L.O No.....1098264

Area.....43,645 Sqm



Certified True Copy of The Original

Signature: *[Handwritten Signature]*
 ADVOCATE,
 NOTARY PUBLIC
 &
 COMMISSIONER
 FOR OATHS
 DARES-SALAM

PLAN NO. E7 /40/299

This prepared in accordance with the Registered Plan Number 163263

is approved for the purpose of the Land Registration Ordinance

Director of Survey and Mapping Date *21/10/11*


Ministry of Lands, Housing and Human Settlement Development, Dodoma

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

'SCHEDULE'

ALL that land known as Plot No. 2 & 3 Block 'B' situated at Ruvu Darajani in Chalinze District Council containing forty three thousand six hundred forty five (43,645) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Number 163263 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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



ASSISTANT COMMISSIONER FOR LANDS

I, the within named ATHUMAN OMARY SAID Hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

SIGNED and DELIVERED by the said
ATHUMAN OMARY SAID

Who is known to me personally /identified to me by

.....
The latter being known to me personally in my presence
This^{4th} day of^{November} 2022.

(Witness's):

Signature:^[Signature].....

Postal Address:^{21741 DAR - ES - SALAAM}.....

Qualification.....^{ADVOCATE}.....



Certified True Copy of The Original

Signature.....^[Signature].....



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:
Ref. No. LR/T 13861



LAND REGISTRY,
P.O Box 1191,
Dar es salaam.
Date: 28 Nov, 2022

ATHUMAN OMARY SAID
P.O Box 30298
KIBAHA
Sir/Gentlemen/Madam,

RE: TITLE NO: 13861 LAND OFFICE NO: 1098264
PLOT NO. 2 & 3 BLOCK B AT RUVU DARAJANI

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

Signature
Asst. REGISTRAR OF TITLES

Copy to: Commissioner for Lands

Your LD File No: ld/pw/12065 refers

Certified True Copy of The Original

Signature

