

## SPECIAL POWER OF ATTORNEY

(Made Under Cap 117, R. E 2023 of the Laws of Tanzania)

**KNOW ALL MEN BY THESE PRESENTS:** That **ZIDA INVESTMENT COMPANY LIMITED**, which was officially incorporated in the United Republic of Tanzania on 24 July 2024 under the Companies Act, 2002 (Incorporation No. **176557133**); having its registered office at Postal Code **14112**, Street: Street Bahari Beach, Kunduchi Road, Plot number 59B, Block number NIL, House number NIL, **KINONDONI, DAR ES SALAAM** and Chalinze, Vigwaza, Bagamoyo District at Coastal Region of Tanzania, (hereinafter referred to as the “**DONOR**”), **DO HEREBY NOMINATE, CONSTITUTE, AND APPOINT: OBEDIE SOLOMON KIMARO, Director;** holder of National Identity Number 19540624111010000122, of Postal Code **14128**, Street: District Kinondoni, Ward Mikocheni, Postal code 14112, Street Mikocheni, Road Mikocheni, Plot number 480, Block number nil, House number nil, **Kinondoni, Dar es Salaam**, city of Tanzania, (hereinafter referred to as the “**DONEE**”), to be its true and lawful attorney-in-fact, for and on behalf of the Donor, to do and execute all or any of the following acts, deeds, matters, and things:

1. The said lawful Attorney, agent, and representative is hereby authorized to act in all matters relating to the landed property measuring **3,546,139 square meters**, located at **Milo Village, Chalinze, Vigwaza, Bagamoyo District**, in the **Coastal Region of Tanzania**.
2. The said lawful Attorney, agent, and representative is further authorized to represent the Company in all matters relating to the purchase and surveying of the said landed property located at the address specified above.
3. The Attorney is authorized to process, sign, and execute all documents on behalf of the **Donor** in connection with the said property, including but not limited to all steps involved in the registration process and the collection of the **Certificate of Title** issued in the name of **ZIDA INVESTMENT COMPANY LIMITED** by the **Tanzania Investment and Special Economic Zones Authority** and/or the **Ministry of Lands, Housing and Human Settlements Development**, or any other relevant authority.

4. The Attorney is empowered to collect and receive the Certificate of Title issued in the name of **ZIDA INVESTMENT COMPANY LIMITED** from the relevant government authority.
5. The Attorney is further authorized to receive and act upon any directives, communications, **or instructions** concerning the said property.
6. Generally, the said Attorney is empowered to perform any other lawful acts, deeds, or matters in connection with or incidental to the foregoing, as fully and effectively as the Donor could have done if personally present and acting, for the purpose of fulfilling the intentions stated herein.
7. The powers granted herein shall be given the widest possible interpretation, enabling the said Attorney to undertake all actions and functions that the Donor could lawfully perform in relation to the aforementioned matters.
8. The Attorney is authorized to sign, execute, and deliver any and all documents required in connection with the foregoing matters, or as may be lawfully instructed by **another Director of ZIDA INVESTMENT COMPANY LIMITED**.
9. The Attorney is also authorized to sign, execute, and deliver any and all documents in his capacity as a **Director of ZIDA INVESTMENT COMPANY LIMITED**, and to act for and on behalf of **MANFAI ZOLTAN TIBOR**, holder of **Hungarian Passport No. BT6443810**, in all matters related to the above, including the execution and submission of documents and declarations to relevant authorities as necessary.
10. The Donor hereby agrees to **ratify and confirm** all lawful acts performed by the said Attorney under and by virtue of this Power of Attorney.

**AND** the **DONOR** hereby undertakes to ratify and confirm all acts, deeds, and things lawfully done by the **DONEE** by virtue of these presents. **AND** the above-named **DONOR** does hereby request and authorize all persons, bodies of persons, government or local authorities, together with their respective departments or officers, whomsoever it may concern, to designate and recognize: **OBEDIE SOLOMON KIMARO**, an individual, as lawfully granted the Power of Attorney to act on behalf of **ZIDA INVESTMENT COMPANY LIMITED**.

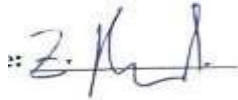
This Power of Attorney shall remain valid and effective until the same is resolved by us formally.

This Power of Attorney do not in any way transfer other rights to the said Donee other events shall be dealt with in the manner prescribed by the law.

IN WITNESS WHEREOF the parties have caused their signature to be hereunto affixed the day and year first above written.

SEALED and DELIVERED on behalf of  
ZIDA INVESTMENT COMPANY LIMITED.

On this 29<sup>th</sup> day of September, 2025.



SIGNATURE: \_\_\_\_\_

ZIDA INVESTMENT COMPANY LIMITED.



BEFORE ME: -

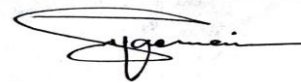
NAME: GWAMAKA MWAIKUGILE

SIGNATURE:  \_\_\_\_\_

COMMISSIONER FOR OATHS /ADVOCATE.



SIGNED AND DELIVERED by the said  
OBEDIE SOLOMON KIMARO, who is known  
To me personally on this 29<sup>th</sup> day of September, 2025.



THE DONEE

BEFORE ME: -

NAME: GWAMAKA MWAIKUGILE.

SIGNATURE:  \_\_\_\_\_

COMMISSIONER FOR OATHS /ADVOCATE.



**MKATABA WA MAUZIANO YA ARDHI**

**KATI YA**

**FLAMINGOES20 GENERAL LIMITED  
(MUUZAJI)**

**NA**

**OBEDIE SOLOMON KIMARO  
(MNUNUZI)**

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**MAUZIANO YA ARDHI YENYE UKUBWA WA EKARI MIA NANE NA  
SABINI NA SITA ILILOPO KIJJI CHA MILO, KATA YA VIGWAZA  
ILIOPO WILAYA YA CHALINZE MKOA WA PWANI**

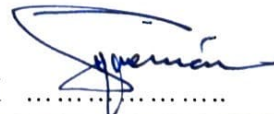
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**UMETAYARISHWA NA:-  
WINNING LAW CHAMBERS  
P.O BOX 78240  
DAR ES SALAAM**

MUUZAJI.....



MNUNUZI .....



**MKATABA WA MAUZIANO YA ARDHI**  
MKATABA HUU UMEINGIWA LEO.....13<sup>TH</sup>.....MWEZI ..August.. 2024

**KATI YA**

**FLAMINGOES20 GENERAL LIMITED** ambayo ni kampuni iliyosajiliwa na yenye certificate of Registration No.142968355 na TIN. 142-968-355 iliyopo Bagamoyo Pwani( MUUZAJI)

**NA**

**OBEDIE SOLOMON KIMARO** wa S.L.P 31885 DAR ES SALAAM wanaopatikana kwenye eneo la ofisi kwenye Plot No. 96 Mikocheni Light Industrial Area (Cocacola Road Mikocheni) (MNUNUZI) kwa upande mmoja

**Kwamba** Muuzaji ametoa eneo la Ekari mia nane na Sabini na sita (876.74) lililopo Kijiji cha Milo, Kata ya vigwaza, Wilaya ya Chalinze – Mkoa wa Pwani na kwamba eneo hilo limepimwa viwanja Kumi na tano likiwa na barabara za ndani

**Kwamba** eneo hilo limepimwa kwa matumizi ya Viwanda yaani (Light Industrial Area) na Urban farm maarufu kwa jina Peru farm hivyo basi muuzaji anania ya kuuza na Mnunuzi anania ya kununua. Basi makubaliano haya yanashuhudia yafuatayo:

**MKATABA HUU WA MAUZIANO UNASHUHUDIA YAFUATAYO:**

**1.0 UTAMBULISHO WA ENEO**

- 1.1 Ardhi ambayo ipo kwenye mkataba huu wa mauziano ipo Kijiji cha Milo, Kata ya Vigwaza Wilaya ya Chalinze Mkoa wa Pwani ina Ukubwa wa mita za mraba 3,546,136 sawa na ekari 876.74
- 1.2 Baada ya upimaji viwanja vina jumla ya mita za mraba 3,219,216 sawa na ekari 795.46
- 1.3 Ardhi yenye ukubwa wa mita za mraba 326.923 sawa na ekari 80.78 zimetumika kwa jili ya barabara za ndani

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MNUNUZI .....

## **2.0 MAKUBALIANO YA UNUNUZI.**

Muuzaji na Mnunuzi wamekubalina kwamba Ekari moja itanunuliwa kwa Shilingi za Kitanzania **Millioni Moja na Laki Mbili (Tsh 1,200,000/=)** na kwamba jumla ya ekari zitakazouzwa ni ekari **876.27** ambazo zimegawanywa katika viwanja (plot) 15 zenye ukubwa wa ekari **795.49** na eneo la barabara lenye ukubwa wa ekari **80.78** kama inavyoonekana kwenye **Jedwali "A"** na ramani iliyopo kwenye **Jedwali "B"** lililoambatanishwa kwenye mkataba huu na kuwa sehemu ya mkataba.

## **3.0 NAMNA YA MALIPO**

Muuzaji na mnunuzi wamekubalina kwamba pesa za manunuzi zitalipwa kwa awamu kama ifuatavyo;

**Awamu ya kwanza** Shilingi za Kitanzania Millioni Mia moja themanini (**Tshs 180,000,000.00**) zikiwa ni malipo ya Ekari Mia moja Hamsini na viwanja vinne yaani Plot No. 1-3 kama inavyoonekana kwenye jedwali **"A"** na Jedwali **"B"** Kwamba siku ishirini na moja baada ya kupokea fedha za awamu ya kwanza muuzaji atatakiwa nyaraka za matayarisho ya hati 15 yaani zote zilizopo kwenye makubaliano haya.

**Awamu ya Pili** Shilingi za Kitanzania Millioni mia moja themanini (**Tshs 180,000,000.00**) zitalipwa siku ishirini na moja mara baada ya kupokea malipo ya awamu ya kwanza ambapo muuzaji atakuwa ametoa **CONTROL NO.** za malipo ya title zote za viwanja 15 na mnunuzi atatakiwa kulipa na kumjulisha muuzaji.

**Awamu ya tatu** Shilingi za Kitanzania (**Tshs 594,582,816.88**) zilizobaki katika mauziano haya kama inavyosomeka kwenye jedwali **"A"** na Ramani **"B"** zitalipwa mara baada ya kusainiwa na kukabidhi hati Miliki kwenye jina na mnunuzi

Kwamba malipo yote aliyotajwa kwenye kipengele namba 3.0 atafanyika kwa njia ya benki yaani benki deposit katika account ya muuzaji kama inavyosomeka hapa chini;

**Jina la Account. FLAMINGOES20 GENERAL LIMITED**

**Jina la Benk. CRDB BANK**

**Account NO. 015C819140600**

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#### **4. UHAKIKI WA ARDHI**

Muuzaji atahakikisha kuwa ardhi aliyomuuzia mnunuzi imekidhi matakwa ya sheria za nchi, miongozo ya vijiji na sheria zake ndogo ndogo na ametumia njia na taratibu zinazofaa kwa mujibu wa sheria kupata eneo la kijiji, endapo kutatokea mgogoro wowote kuhusiana na taratibu za kupata ardhi basi muuzaji atawajibika kurejesha fedha alizolipwa.

#### **5. UJUMLA WA MKATABA**

Mkataba huu unawahusisha na ni kati ya Wahusika tu wa mkataba huu na hakuna mazungumzo au makubaliano au mkataba mwingine uwe ni kwa njia ya mdomo au maandishi ambao umefanyika kabla ya makubaliano ya mkataba huu utakuwa na nguvu au athari yoyote ya kisheria isipokuwa Mkataba huu tu.

Makubaliano ya malipo ya fedha katika awamu ya kwanza yaani Tsh 180,000,000 utafanya nyaraka za umilikaji kusaini mara baada ya siku 21 tangu kupokea malipo ya awamu ya kwanza na siku 21 baada ya malipo ya pili muuzaji ttoa control no. na kulipiwa na mnunuzi na fedha zilizopaki zitalipwa baada ya kupokea title deeds (hati za umiliki).

#### **6. SHERIA TAWALA**

Mambo yote yanayohusu au kujiri katika mkataba huu yatatafsiriwa, kuongozwa na kutekelezwa kulingana na Sheria za Jamuhuri ya Muungano wa Tanzania.


#### **7. USULUHISHI**

Mgogoro wowote utakaojitokeza kutokana au utakaounganishwa kwenye Mkataba huu utasuluhishwa kwa pamoja kati ya pande zote mbili husika, itakaposhindikana, wahusika kwenye Mkataba huu watapeleka shaurii hilo mahakamani.

#### **8. UTHIBITISHO**

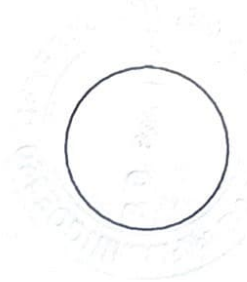
Kila Mhusika katika Mkataba huu anathibitisha na kukiri kuwa amepata nafasi ya kutosha ya kusoma na kuelewa na kutafakari kwa kina Mkataba huu

MUUZAJI.....

MNUNUZI.....

NA **INASHUHUDIWA** kwamba wahusika katika mkataba huu wameingia mkataba huu siku hii kama inavyo onekana hapo chini:

Seal with the Common SEAL of the said  
**FLAMINGOES GENERAL LIMITED** in my presence  
Leo.....<sup>13<sup>TH</sup></sup>.....mwezi **AUGUST**.....2024



1. Jina.....  
Sahihi.....  
Cheo.....  
Tarehe.....<sup>13 / 08 / 2024</sup>.....

2. Jina.....<sup>ALI BAKAR AZI</sup>.....  
Sahihi.....  
Cheo.....<sup>DIRECTOR</sup>.....  
Tarehe.....<sup>13 / 08 / 2024</sup>.....

Umeshuhudiwa na **OBEDIE SOLOMON KIMARO**  
Ninaemfahamu/aliyetambulishwa kwangu na  
.....na baadae kumfahamu  
Leo.....<sup>13<sup>TH</sup></sup>.....mwezi.....**AUGUST**.....2024

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.....  
.....



**MBELE YANGU**

Jina.....<sup>WINNIE SIMON KIMARO</sup>.....  
Sahihi.....  
Address.....<sup>P.O. Box 78240</sup>.....  
Tarehe.....<sup>13 / 08 / 2024</sup>.....  
Cheo.....<sup>WAKILI</sup>.....



MUUZAJI.....  
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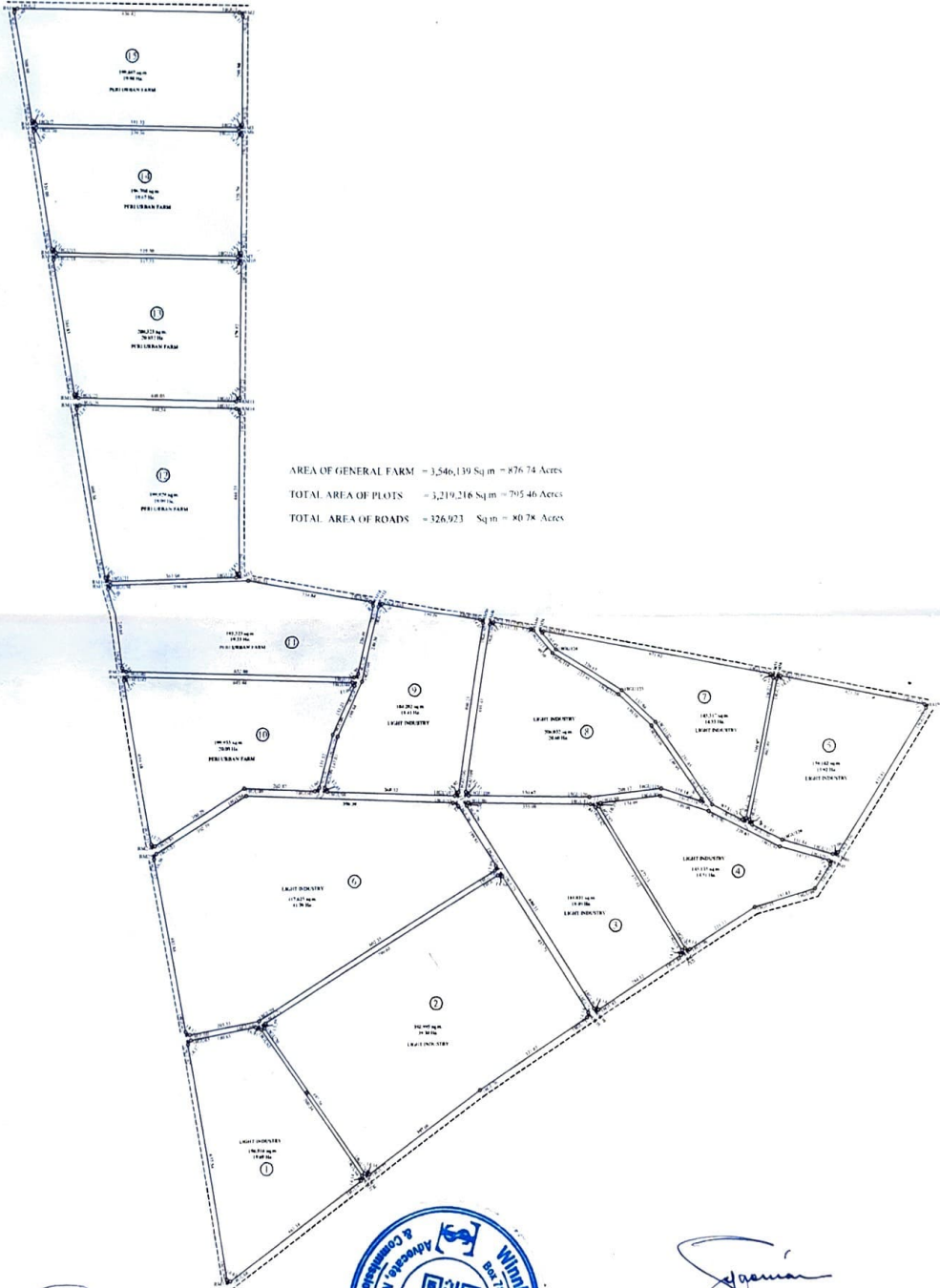
MNUNUZI.....  
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## VIAMBATANISHO

### 1. JEDWALI "A": VIWANJA VILIVYOPO KIJILI CHA MILO, KATA YA VIGWAZA, HALMASHAURI YA CHLINZE

Eneo	Mita za Mraba	Ekari	Bel/Ekari (Tsh)	Kiasi (Tsh)
<b>Shamba</b>	<b>3,546,139</b>	<b>876.27</b>		
<b>Barabara</b>	<b>326,923</b>	<b>80.78</b>		
<b>Viwanja (15)#</b>	<b>3,219,216</b>	<b>795.49</b>	<b>1,200,000</b>	<b>954,582,816.88</b>
1	196,916	48.66	1,200,000	58,390,810.05
2	392,995	97.11	1,200,000	116,533,427.43
3	184,031	45.48	1,200,000	54,570,066.24
4	145,135	35.86	1,200,000	43,036,371.94
5	159,182	39.33	1,200,000	47,201,679.53
6	417,625	103.20	1,200,000	123,836,874.85
7	143,317	35.41	1,200,000	42,497,286.78
8	206,032	50.91	1,200,000	61,093,945.52
9	184,282	45.54	1,200,000	54,644,494.39
10	199,955	49.41	1,200,000	59,291,954.05
11	193,323	47.77	1,200,000	57,325,390.38
12	199,929	49.40	1,200,000	59,284,244.36
13	200,323	49.50	1,200,000	59,401,075.80
14	196,704	48.61	1,200,000	58,327,946.44
15	199,467	49.29	1,200,000	59,147,249.12
<b>Jumla</b>	<b>3,219,216</b>	<b>795.49</b>	<b>1,200,000</b>	<b>954,582,816.88</b>





*Faktor*



*Jagan*