

TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

ISSUED UNDER SECTION. 38

This is to certify that the annexed Certificate of Occupancy dated
the 30th day of August, 2027.

is registered in the Land Registry under Title No. 166926MG

Copies of the subsisting entries in the register are within

Dated the

28th day of October 2025


SILVERIUS DORRO

ASST: Registrar of Title

Title No. 166926 MG

Description of registered land.

ALL that Land known as plot No. 6 Block 'B' situated at Tereni in Mafia District containing eleven thousand two hundred twenty five (11225) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 88221 deposited at the Director for Surveys and Mapping at Dar es Salaam.



Land Form No.22



THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No: 166926 MG
L.O. No:207573
L.D. No:30301142

The 30th day of August Two thousand and seventeen

THIS IS TO CERTIFY that **THE HIGHLAND MASTER LIMITED** incorporated under the Companies Act,2002 of P.O.Box 1772, IRINGA (hereinafter called "the occupier") is entitled to 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 Sixty six years from the first day of February, Two thousand and seventeen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The occupier having paid rent up to the thirtieth day of June, 2017, shall thereafter pay rent of shillings one million two hundred sixty eight thousand four hundred twenty five (1,268,425/=) only 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 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

1st Registrar of Titles
28.10.2020

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- (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 and to achieve such objective.
 - (iii) Maintain 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 **Mafia District Council** (hereinafter called "the Authority").
 - (iv) At all times during the term of the Right 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").
 - (v) 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.
3. **USER:** The Land shall be used for **Tourist Hotel** purposes only. Use Group 'B' use classes (a) and (e), as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
 4. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The occupier shall deliver to the commissioner notification of disposition in prescribed form before or at the time of the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The president may revoke the right for good cause and in public interest.

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SALE AGREEMENT

BETWEEN

HIGHLAND MASTER LIMITED.
(VENDER)

AND

HEDONIST MAFIA ISLAND COMPANY LIMITED
(PURCHASER)

Drawn by:

SHABA A. MTUNG'E (ADVOCATE)
RIGHT CHOICE ATTORNEYS & COMPANY
P.O.BOX 142 IRINGA CEL 0755 538 363
smtunge@yahoo.com.

SALE AGREEMENT

This SALE AGREEMENT is made this 24 day of November, 2025

BETWEEN

HIGHLAND MASTER LIMITED a limited liability company incorporated in Tanzania under the Companies Act (Cap 212, R.E. 2002) with registration number **86448** with TIN number **116531372**, having its registered postal address P.O. Box 1772, Iringa, Tanzania, herein referred to as the '**VENDOR**' (which expression shall, where the context so admits, include its successors, assigns, agents and lawful representatives) of the one part;

AND

HEDONIST MAFIA ISLAND COMPANY LIMITED a limited liability company incorporated in Tanzania under the Companies Act (Cap 212, R.E. 2002) with registration number **187654416** with TIN Number **187654416**, having its registered postal address at P.O. Box 85, Mafia – Pwani, herein referred to as the '**PURCHASER**' (which expression shall, where the context so admits, include its successors, assigns, agents and lawful representatives) of the other part.

PREAMBLE

WHEREAS the Vendor is the lawful and beneficial owner of the parcel of land with a title deed no 166926 plot no 6 block B measuring 11225 square meters located at Tereni in Mafia district (hereinafter referred to as 'the Property'), having lawfully purchased and obtained the same

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from SELEMANI HAJI YUSUFU and other original owners pursuant to a valid sale agreement made in 15th July 2016;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said Property at and for the consideration and upon the terms and conditions hereinafter appearing;


DESCRIPTION OF THE PROPERTY

The Property is situated at Tereni - Mafia District, measuring 11225 square meters and bounded as follows:

1. Western Boundary: INDIAN OCEAN
2. Eastern Boundary: ROAD (COURT – MFURUNI)
3. Southern Boundary: OMARI BAKARI KALE
4. Northern Boundary: MWINYI MBALA FAMILY

CONSIDERATION AND PAYMENT TERMS

1. The total purchase price for the Property shall be Tanzania Shillings two hundred ninety million only (TZS 290,000,000/=), payable in full cash upon execution of this Agreement.
2. Payment shall be made through Account No **10126355829** CRDB BANK, having the name of **HIGHLAND MASTER LIMITED**.
3. Upon receipt of the full purchase price, the Vendor shall issue a written acknowledgment of payment to the Purchaser.



4. That, all other costs after completion of the signing and payment of this contract will be under **PURCHASER.**

POSSESSION AND TRANSFER OF TITLE

1. The Vendor hereby agrees to deliver vacant possession of the Property to the Purchaser immediately upon receipt of the full purchase price.

2. The Vendor agrees to prepare and execute all necessary transfer documents, including but not limited to the deed of transfer and any additional paperwork required, to facilitate the registration of the Property in the Purchaser's name. This registration will be completed with the appropriate land authorities, ensuring that all legal and procedural requirements are met for a smooth transfer of ownership.

3. All costs related to transfer and registration of title, including stamp duty and registration fees, shall be borne by the Purchaser unless otherwise agreed in writing.

WARRANTIES AND REPRESENTATIONS

1. The Vendor warrants that it has good, valid, and unencumbered title to the Property and has full legal capacity and authority to sell and transfer the same.

2. The Vendor further warrants that the Property is free from any mortgage, charge, lien, or adverse claim of any nature whatsoever.

3. The Purchaser acknowledges having inspected the Property and accepts it in its present condition.

INDEMNITY

The Vendor shall indemnify and keep indemnified the Purchaser against any loss, damage, or claim arising from any defect in title or breach of the Vendor's warranties under this Agreement.

DISPUTE RESOLUTION AND GOVERNING LAW

1. Any dispute arising out of or in connection with this Agreement shall be resolved amicably between the parties within thirty (30) days of written notice of the dispute.

2. If the dispute is not resolved amicably, it shall be submitted to the jurisdiction of the High Court of Tanzania at Dar es Salaam.

3. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

MISCELLANEOUS

1. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or representations.

2. Any modification to this Agreement must be made in writing and signed by both parties.

3. Neither party may assign its rights or obligations under this Agreement without prior written consent of the other party.



EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SEALED WITH THE COMMON SEAL of

The said **HIGHLAND MASTER LIMITED**

In my presence this 24 day November 2025.

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.....
VENDOR 

Signature: 
.....

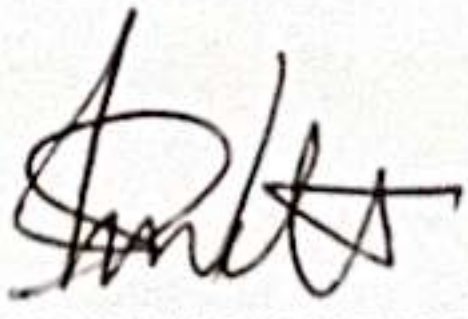
Name: **BAPTISTA EMILY FILIPATALI**

ID NUMBER **19720103-5110-00001-26**

Postal Address: **P.O. BOX 1772 IRINGA**

Qualification: **DIRECTOR**

BEFORE ME:

Signature: 
.....

Name: SIMON WILSON LENDITA
.....

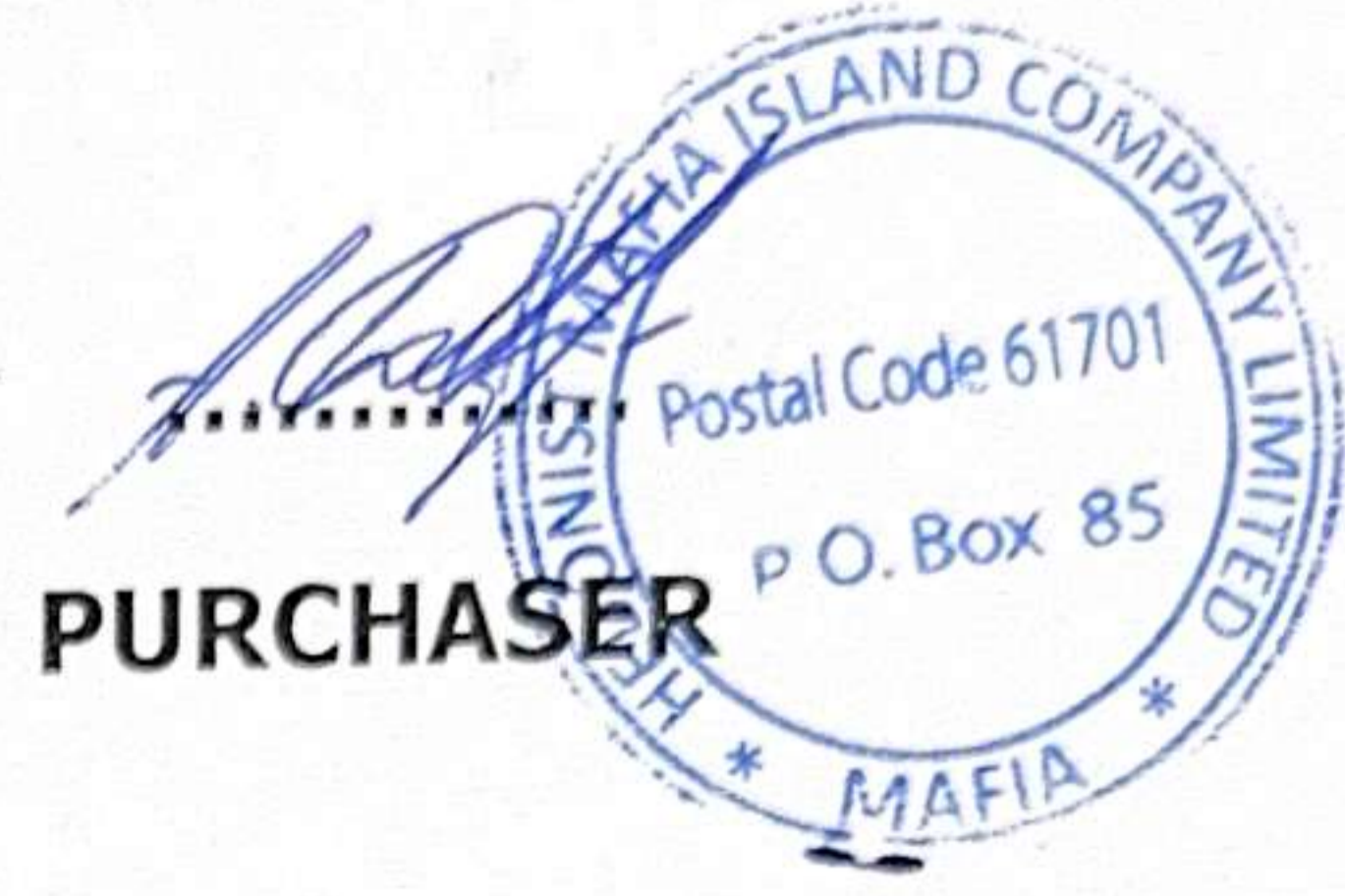
Postal Address: Box 85 Mafra
.....

Qualification: ADVOCATE
.....



SEALED WITH THE COMMON SEAL of the said
HEDONIST MAFIA ISLAND COMPANY LIMITED

In my presence this 24 day November 2025.



Signature:

Artur Demtsov

Name:

ARTUR DEMTSOV

ID NUMBER:

19900604-61701-00002-28

Postal Address:

P.O. BOX 85 MAFIA

Qualification:

DIRECTOR

BEFORE ME:

Signature:

Simon Lendita

Name:

SIMON WILSON LENDITA

Postal Address:

BOX 85 MAFIA

Qualification:

ADVOCATE

