

THE LAND ACT, No. 4 OF 1999

SALE AGREEMENT

*between*

1. MALEKH MABKHUT SAID
2. HUSSEIN BAHATI OLLOMY

*and*

HOTLAND INVESTMENT LIMITED

CONCERNING THE SALE AND TRANSFER OF PLOT NUMBER 6, NCC LINK, BLOCK "G", AT DODOMA MUNICIPALITY WITH CERTIFICATE OF TITLE NUMBER 34191-DLR, AND ALL DEVELOPMENTS THEREON.



**SALE AGREEMENT**

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

*Between*

**MALEKH MABKHUT SAID** with P.O. Box 2124 Dodoma, an adult person of sound mind with National Identification Number (NIDA) **19740921412170000329** and **HUSSEIN BAHATI OLLOMY** with P.O Box 163<sup>4</sup> Dodoma, an adult person of sound mind with National Identification Number (NIDA) **19680911-41115-00001-20** (hereinafter both referred to as "the Seller") which expression shall, where the context so admits, include the successors and assigns) of one part;

*And*

**HOTLAND INVESTMENT LIMITED** a limited liability company (incorporation number 177690724) incorporated in Tanzania under the Companies Act Chapter 212 of the laws of Tanzania of Post Office number 71900 Dar Es Salaam, Tanzania (hereinafter referred to as "the Buyer") which expression shall where the context so admits include its successors and assigns of the other part.

**A. WHEREAS** the Seller is the lawful owner of Plot Number 6, Block "G", located at NCC Link, with Certificate of Title Number 34191 - DLR, and all developments thereon, situated at Dodoma Municipality, Dodoma Region.

**B. AND WHEREAS** the Seller has agreed to sell and transfer the land to the Buyer on the terms and conditions as hereinafter appearing free from any encumbrances.

**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 Seller and the Buyer for the sale and transfer of Plot Number 6, Block "G" NCC Link, registered under certificate of title number 34191 - DLR; 1

*Seller's Initials.....*

*Buyer's Initials .....*



- “Completion”** Completion in accordance with clause 7 of this Agreement;
- “Land Laws”** means the Land Act, 1999, as amended;
- “Property”** means Plot Number 6, Block “G”, NCC Link, registered under certificate of title number 34191 - DLR, and includes all developments thereon;
- “Parties”** mean the signatories to this Agreement;
- “Transfer approval”** means such consents and approvals as are required under Land Laws for the disposition of the Property to the Buyer;

- 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.
- 1.5. 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.



**2.0 DESCRIPTION OF PROPERTY SOLD**

**2.1 ALL THAT** property, being Plot Number 6, Block "G", NCC Link, Dodoma Municipality with Certificate of Title Number 34191 - DLR, and all developments thereon, situated at Dodoma Municipality, Dodoma Region.

*Copy of Certificate of Title Number 34191 – DLR is attached herewith and marked Annexure A forming part of this Agreement.*

**3.0 CONSIDERATION AND MODE OF PAYMENT:**

**3.1** The Buyer shall pay the Seller a Consideration of **Seven hundred and thirty million Tanzania shillings only (730,000,000/=)** in two installments (50% of the said amount to be paid after the signing of the contract and the remaining amount to be completed after successful transfer) inclusive of all taxes, fees, duties and dues assessed and levied over the Property.

**3.2** In reference to clause 3.1, the first installment paid shall be in an order that, MR. MALEKH MABKHUT SAID shall be deposited one hundred million Tanzania Shillings (100,000,000/=) and HUSSEIN BAHATI OLLOMY shall be deposited a sum of two hundred and sixty five million Tanzania shillings only (265,000,000/=) and the rest to be completed after the full transfer.

**3.3** For the avoidance of doubt, the consideration under clause 3.1 shall be paid through Seller bank with the following details.

**1. Account Name: MELEKH M. SAID**

**Bank Name: CRDB BANK**

**Account Number: 01J1081616000**

**Swift Code: CORUTZTZ**

**2. Account Name: HUSSEIN BAHATI**

**OLLOMY**

**Bank Name: CRDB Bank**

**Account Number: 0152851553800**

**Swift Code: CORUTZTZ**

**3.4** The Seller shall hand over Vacant Possession of the Property to the Buyer upon the signing of this Agreement and allow the Buyer to commence any designated use and move into the Property.

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*Seller's Initials.....*

*Buyer's Initials .....*



**4.0 SELLER'S COVENANTS:**

**4.1** The Seller hereby covenants to the Buyer as follows: -

**4.1.1** Upon payment of the agreed price the Seller shall allow and do all that is necessary to facilitate the lawyers of the Buyer to collect the original title for the transfer process of the Property.

**4.1.2** The Seller agrees to indemnify and hold harmless the Buyer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including legal fees and costs, but only to the extent caused by, arising out of, or relating to non-adherence of the applicable laws by the Seller

**4.1.3** After the signing of this Agreement, the Seller shall do all acts and execute all documents for perfecting the sale and transfer of ownership of the Property in favour of the Buyer.

**4.1.4** In the event the sale and eventual transfer envisaged in this Agreement shall fail for no fault of either the vendor or of the purchaser, the amount already paid to the vendor shall be refunded in full to the purchaser.

**4.1.5 BUYER'S COVENANTS.**

The buyer shall pay the stamp duty, capital gain tax, consent fee, registration fee and all expenses related thereto.

*Seller's Initials.....*

*Buyer's Initials .....*



**5.0 SELLER'S REPRESENTATIONS AND WARRANTIES**

**5.1** The Seller represents and warrants as follows to the Buyer, and acknowledges that the Buyer is relying upon such representations and warranties in entering into this Agreement:

5.1.1 That, it has good marketable title to the property and that the Property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no any dispute or litigation pending or threatened before any forum or court in respect of the Property or its proposed sale and transfer, and in the event of such claims, the Seller shall fully indemnify the Buyer together with 20% of the sale price immediately.

5.1.2 After having made careful due diligence, all restrictions, conditions and covenants applicable to the Property have been fully observed and complied with and no notice of any breach thereof have been received or is to the Seller's knowledge likely to be received.

5.1.3 This Agreement and the deeds of transfer of the Property from the Seller to the Buyer shall be subject to the approval of the statutory officials concerned or duly authorized in that behalf being recorded to this disposition.

5.1.4 The execution or performance of the terms and conditions of this Agreement, transfer deeds and all related documents shall not result in any breach of the Seller's constitutional documents, or any related corporate documents.

5.1.5 The Seller represents and warrants that it has the right, power and all necessary authority and approvals to enter into this Agreement and to dispose the Property to the Buyer.

**6.0 THE BUYER' REPRESENTATIONS AND WARRANTIES**

**6.1** The Buyer represents and warrants as follows to the Seller, and acknowledges that the Seller is relying upon such representations and warranties in entering into this Agreement.



6.1.1. It has sufficient mandate, authority and approvals to enter into this Agreement and complete the transactions contemplated hereby.

6.1.2. The execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized it, and shall not result in a breach of their organizational documents.

6.1.3. The Buyer will perform its obligations as imposed under this Agreement and comply with the applicable law.

## 7.0 COMPLETION, CONDITIONS PRECEDENT AND SPECIFIC COVENANTS

- 7.1 The Seller and the Buyer hereby agree that the completion of this Agreement will happen upon fulfillment of the following conditions precedent:
- a) Obtaining sale and transfer approval from the Authorized Land Office, and
  - b) Registration of transfer of Certificate of Title No. 34191 - DLR in the Buyer's name.
- 7.2 For clarity, the following is a step plan, to be followed in a checklist manner to achieve completion of this Agreement. Some steps will be done concurrently with others to achieve completion soonest.,.
- i. The Purchaser conducting a due diligence over the Property
  - ii. Signing of the following documents:
    - This Sale Agreement, Land Form 29, 30 and 35
    - Affidavit of consent by spouse of the Seller/ Affidavit of no spouse
  - iii. The Buyer paying the Seller the agreed amount on the signing date of this Agreement
  - iv. Conveyance and transfer works, to have the property eventually registered in the name of the Buyer, as follows:
    - a) Original Valuation of the Property and having the report registered with the chief government valuer to be handed over to the buyer,
    - b) Payment of the following statutory fees: application fee, stamp duty, and registration fees to be borne by the Buyer
      - Obtain transfer approval/consent from the Municipal Land Office
      - Payment of Capital Gains Tax and obtaining Tax Clearance Certificate by the Buyer
      - Registration of transfer of the Property in favour of the Buyer
  - v. Seller delivering vacant possession to the Buyer immediately upon signing of this agreement.



**8.0 NOTICES**

**8.1** All notices, requests, consents, demands, waivers and other communications, duly given by either Party, shall be in writing in the English 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 SELLER:**

1. Name:.....

Address:.....

Mobile: .....

2. Name: .....

Address: .....

Mobile: .....

**FOR THE BUYER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

**9.0 GOVERNING LAW**

**9.1** 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.

**10.0 DISPUTE RESOLUTION**

**10.1** Should any dispute or difference arise between the Parties in connection with this Sale Agreement, the Parties shall do their very best and all that is within their ability and reach to settle such disputes and differences amicably within the period of 30 days.

**10.2** Failure to the above, any aggrieved Party may refer the matter to the Court of  
7 *Seller's Initials*.....  
*Buyer's Initials* .....



*competent* Jurisdiction within the United Republic of Tanzania.

**11.0 MISCELLANEOUS PROVISIONS**

- 11.1 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.
  
- 11.2 The Parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
  
- 11.3 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement.
  
- 11.4 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.
  
- 11.5 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.
  
- 11.6 No amendment to this Agreement shall be effective unless it is in writing and duly executed by or on behalf of the Parties to this Agreement.
  
- 11.7 This Agreement has been executed in four (4) identical originals, all of which shall constitute one instrument.


*Seller's Initials*.....

*Buyer's Initials* .....




IN WITNESS HEREOF, the Parties hereto have executed four (4) identical originals of this Sale Agreement on the date and year first herein above written in the following manner:-

SIGNED and DELIVERED by the said  
MALEKH MABKHUT SAID who is known  
to me personally/identified to me by.....,  
the latter being known to me personally this....day of, 2024

  
\_\_\_\_\_

SIGNED and DELIVERED by the said  
HUSSEIN BAHATI OLLOMY who is known  
to me personally/identified to me  
by....., the latter being  
known to me personally this.....day of....., 2024

  
\_\_\_\_\_

BEFORE ME:

Name: Erick Rex Kidyalla  
Signature: [Handwritten Signature]  
Address: 38520 DAR-ES-SALAM  
Qualification: ADVOCATE/COMMISSIONER FOR OATHS



SEALED with the COMMON SEAL of  
HOTLAND INVESTMENT LIMITED in our  
presence on this ..... day of ..... 2024

Full name: yi jin long  
Signature: [Handwritten Signature]  
Postal Address: 71900  
Designation: Director (on behalf of all directors)  
Seller



CERTIFICATION BY THE ATTORNEY:

I, ..... (Advocate), CERTIFY THAT I personally saw and witnessed the director/s and company secretary of Hotland Investment Limited herein affix the Seal and duly execute this Sale Agreement.

NAME: ERICK REX KIDYALLA  
ADDRESS: 33520 DAR-ES-SALAM  
SIGNATURE: [Signature]  
DATE: 19 DEC 2024  
DESIGNATION: NOTARY PUBLIC



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*Seller's Initials*.....

*Buyer's Initials* .....

## AGREEMENT FOR SALE

THIS AGREEMENT is made this 02<sup>nd</sup> day of DECEMBER 2024

Between

MARK JOACHIMU NGALO of P. O. Box 3686 Dodoma (hereinafter called "the Vendor") on one part.

And

HOTLAND INVESTMENT LIMITED a Company incorporated under the Laws of Tanzania with certificate of Incorporation No: 177690724 of P. O. Box 7100 Dar es Salaam, (hereinafter called "the purchaser") on the other part.

### WHEREAS:

- A. The Vendor is the lawful occupier of the surveyed land with PLOT No. 156 Block H 'B' centre Kisasa, Dodoma City with area size of 977 square Meter and Title Number 4585-DLR Kisasa at Dodoma Urban District in Dodoma City. (hereinafter called "the Property").
- B. The Vendor is desirous of selling and purchaser is desirous of buying the said property at a consideration of Tsh. 125,000,000/= (Say Tanzanian Shillings One Hundred Twenty Five Million only) on the terms and conditions herein after appearing.

### NOW THIS AGREEMENT WITNESSES AS FOLLOWS


1. The Vendor shall sell and the purchaser shall buy the said property subject to the covenants do hereafter stipulates otherwise free from all encumbrances whatsoever at consideration of Tsh. 62,000,000/= (Say Tanzanian Shillings Sixty Two Million only) as the first installment which shall be paid in cash after signing this sales agreement. And;
2. The second installment shall be paid in a total sum of Tsh. 62,000,000/= (Say Tanzanian Shillings Sixty Two Million only) been paid by the purchaser on the date of completion of transfer of the title to the Purchaser and handed over thr original documents and its attachments therein.
3. That, this Agreement is subject to consent of the Commissioner for Lands/Authorized Officer on conveyance the said property from the Vendor

to the purchaser and in the event that consent is withheld, the agreement shall be null and void and parties shall revert to their original position.

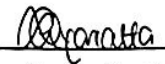
4. Purchaser shall all bear legal fees, stamp duty, Capital gain (on behalf of the Vendor, approval fees, property tax, registration fees and other disbursements arising out of and in connection or incidental to the preparation and completion of the Agreement and Transfer Deed.

**IN WITNESS WHEREOF:** The parties have duly executed these present in the manner and on the day and year hereinafter appearing.

SIGNED AND DELIVERED at Dar es salaam by the said MARK JOACHIMU NGALO who is known to me personally / identified to me by.....the latter being known to me personally in my presence this 02<sup>nd</sup> day of 12 2024


  
Signature of R.T.P of  
MARK JOACHIMU NGALO  
(VENDOR)

**WITNESS'S**

Name: GRACE NYARATTA  
Signature:   
Postal Address: 22068 DUM  
Qualification: ADVOCATE



SIGNED AND DELIVERED at Dar es salaam by the said YI. JINLONG on behalf of HOTLAND INVESTMENT LIMITED who is known to me personally / identified to me by \_\_\_\_\_ the latter being known to me personally in my presence this 02<sup>nd</sup> day of 12 2024

  
Signature of R.T.P OF  
HOTLAND INVESTMENT LIMITED  
(PURCHASER)



WITNESS'S

Name: GRACE NYARALIA

Signature: *Grace Nyaralia*

Postal Address: 22068 DU

Qualification: ADVOCATE

