

THE LAND ACT No. 4 OF 1999
(As amended)

SALE AGREEMENT

BETWEEN

MOHAMED WAZIRI MSEMBO

AND

HIDDEN TREASURES OF TANZANIA SAFARIS LTD

CONCERNING SALE OF PARCEL OF LAND LOCATED AT KIRANYI, KIRANYI
WARD - ARUMERU DISTRICT, ARUSHA REGION

SALE AGREEMENT

This SALE AGREEMENT is made this 20 day of Feb, 2011.

Between

MOHAMED WAZIRI MSEMOMO, a natural person of Postal Office Box Number, Arusha – Tanzania (herein after called the 'VENDOR' which expression shall include and extend to shareholders, Directors and all others members of the Company) the one part;

And

HIDDEN TREASURE OF TANZANIA SAFARIS LTD, a natural person of Postal Office Box Number 12753 Arusha– Tanzania (herein after called the 'Purchaser' which expression shall include and extend to persons deriving the title under the Purchaser, her successors and assigns) of the other part;

PREAMBLE

WHEREAS:

- A. The Vendor is the owner of all that parcel of land together with all improvements thereon measuring length of 46 meters on the South, length of 42 meters on the North, Width of 18.2 Meters on the East and Width of 20 meters on the West located at Kiranyi, Kiranyi Ward Arumeru District, Arusha region (hereinafter referred to as 'the Land).
- B. The Vendor has considered and agreed to sell and transfer the Land to the Purchaser and the Purchaser has agreed to purchase the said parcel of land on terms and conditions as hereinafter appearing.

NOW THIS SALE AGREEMENT WITNESS AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS

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

"Agreement" means this Sale Agreement between the Vendor and the Purchaser leading to the transfer of parcel of land together with all improvements thereon measuring length of 46 meters on the South, length of 42 meters on the North, Width of 18.2 Meters on the East and Width of 20 meters on the West located at Kiranyi, Kiranyi Ward Arumeru District, Arusha region (hereinafter referred to as 'the Land).

"Parties" mean the signatories to this Agreement;

Vendor's Initial:

Purchaser's Initial:

“Purchase Price” means the amount of Tanzania shillings **EIGHTY-EIGHT MILLION THREE HUNDRED AND FIFTY THOUSAND ONLY (TZS 88,350,000/=)** payable to the Vendor by the Purchaser as consideration for the purchase of the said Land as shall be agreed by parties to this agreement.

“TZS” means the currency of the United Republic of Tanzania;

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.

1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 THE SUBJECT MATTER

The parcel of land together with all improvements thereon held under measuring length of 46 meters on the South, length of 42 meters on the North, Width of 18.2 Meters on the East and Width of 20 meters on the West located at Kiranyi, Kiranyi Ward Arumeru District, Arusha region (hereinafter referred to as ‘the Land’).

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

In consideration of the Purchaser paying the sum of Tanzania **EIGHTY-EIGHT MILLION THREE HUNDRED AND FIFTY THOUSAND ONLY (TZS 88,350,000/=)** (hereinafter referred to as ‘the consideration’) the Vendor agree to transfer all his rights on that property together with all improvements therein. That on the date of signing this agreement the Purchaser shall pay the agree consideration in fully and the payment shall be witnessed by the parts signature in this deed.

ARTICLE 4

4.0 THE VENDOR’S COVENANTS

4.1 The Vendor hereby covenants with the Purchaser as follows:

4.1.1 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;

Vendor’s Initial:

Purchaser’s Initial:

- 4.1.2 The Vendor has marketable title to the Land and that the Land is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever;
- 4.1.3 The Vendor, as to their best knowledge, is not aware of any encroachment by the Land into any neighboring Land;
- 4.1.4 The Vendor shall hand over vacant possession of the Land to the Purchaser upon signing of this Agreement and receiving the consideration;
- 4.1.5 The Vendor shall pay all outstanding charges, taxes and land rent on the Land up to the date of the transfer of this piece of land to the Purchaser including Capital Gain Tax (CGT) and related expenses.

ARTICLE 5

5.0 PURCHASER'S COVENANTS

- 5.1 The Purchaser shall pay for the stamp duty, consent fee and registration fee for this transaction.

ARTICLE 6

6.0 DISPUTE CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by the Arbitration Ordinance/Act (Cap 15).

ARTICLE 7

7.0 MISCELLANEOUS PROVISIONS

- 7.1 Except in case of express waiver, the fact that one Party does not exercise all or part of its rights which are connected upon it by this Agreement shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 7.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.
- 7.3 This Agreement shall be in English Language and in Four (4) originals each being authentic.

Vendor's Initial:

Purchaser's Initial:

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

SIGNED and DELIVERED by the said

MOHAMED WAZIRI MSEMOM

in our presence this 20 day of Feb.....2011

VENDOR

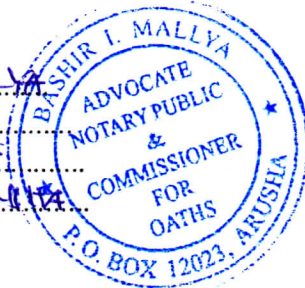
Witnesses:

1. Name: Ramadhan Mohamedi Msemom
Signature R. Mohamedi

2. Name: JOSEPH T. M. S. MSEMOM
Signature J. M. S. MSEMOM

WITNESSED BY:

Name BASHIR I. MALLIA
Signature ~~Notary~~
Qualification: ADVOCATE
Postal Address 12023, ARUSHA



SEALED and DELIVERED by
HIDDEN TREASURE TANZANIA SAFARIS LTD
in our presence this 20 day of Feb.....2011

PURCHASER

Name SIMON HENRY MSEMOM
Signature ~~MSEMOM~~
Qualification: Accountant
Postal Address 12723 Arusha

Name Yusuf Ramadhan Sulle
Signature ~~Sulle~~
Qualification: General Manager
Postal Address 1253

WITNESSED BY

Name BASHIR I. MALLIA
Signature ~~Notary~~
Qualification: ADVOCATE
Postal Address 12023, ARUSHA



Vendor's Initial:

Purchaser's Initial:

MKATABA WA MAUZU.

MUUZAJI:-Ndugu Metinyieki Sairiamu, wa S.L.P. 7301, Arusha.

MNUNUZI:-Ndugu Mohamed Waziri Msemu, wa S.L.P. 12753, Arusha.

KILICHOZWA:-Eneo la shamba lenye hali nzuri, lenye urefu wa mita arobaini na sita (46.M) Kusini na mita arobaini na mbili (42.M) Kaskazini na upana wa mita kumi na nane pointi mbili (18.2.M) Mashariki na mita ishirini (20.M) Magharibi, lililoko Kiranyi, kata ya Kiranyi, Wilayani Arumeru.

BEI:- Tshs. 4,500,000/= (Milioni nne na laki tano) ambazo muuzaji amelipwa zote taslim, nae anathibitisha kuzipokea kwa kuiweka saini yake katika mkataba huu.

MIPAKA:- Mashariki linapakana na muuzaji mwenyewe, Magharibi-linapakana na Barabara, Kusini linapakana na Ndugu Bushiri na Daniel Sairiamu na Kaskazini linapakana na Barabara.

MASHARTI:-(a) Muuzaji anamhakikishia mnunuzi kwamba ardhi ya shamba lenye kuhusi & MILIKI halihusiani na mtu mwingine zaidi yake wala halina migogoro ya aina yoyote pamoja na kuahidi endapo itatokea migogoro yoyote katika siku za baadae atakuwa tayari kuishughulikia kwa gharama zake mwenyewe hadi kufikia mwisho wake.

(b) Kuanzia tarehe ya mkataba huu mnunuzi amekabidhiwa eneo lenye kuhusika pamoja na kuhamishiwa haki zote alizokuwa nazo muuzaji juu ya umilikaji wa ardhi hiyo kuwa katika miliki ya jina lake mnunuzi kikamilifu.

Mkataba huu tumeandikiana hapa mjini Arusha, tumeusoma, tumeuelewa na kuukubali kwamba ni sawa kwa kuziweka saini zetu tukiwa na akili timamu na bila ya kulazimishwa wala kushawishiwa leo tarehe 26 JULY, 2001.

Sahihi yangu mimi Muuzaji

1: ^{R.H.T} METINYIEKI SAIRIAMU.

Sahihi za mashahidi wa Muuzaji

1: STEVEN METINYIEKI - Mtoto

2: ^{Null} BLOTHA METINYIEKI. - Mtoto

3: LONG'IDA METINYIEKI - Mtoto.

4: DANIEL SAIRIAMU.

5: ^{R.H.T} JAPHET SAIRIAMU.

Sahihi ya Mzee wa Boma

MUNYAKA
MUNGAYA SILIM.

Sahihi ya balozi wa Nyumba 10 x 10

SIZI
SABORE SAIRIAMU.

Sahihi ya Mwenyekiti wa Kitongoji

MWENYEKITI
KITONGOJI CHA SOI
METHUKO SANDIANI.

Sahihi yangu mimi Mnunuzi

Mohamed W. MSEMUM
MOHAMED W. MSEMUM.

Sahihi za mashahidi wa Mnunuzi

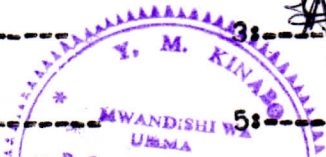
1: GOODLUCK ELIAKUNDA.

2: SAIMON HENDRY.

3: ABDALLAH WAZIRI HEMED

4: ^{R.H.T} MUNGAI LESARIKO.

5: MOSHI
MOSHII MARTIN.



No

P.O. Box

Phone

30/7/2001

RECEIVED from M

MOHAMED WAZIRI

the sum of shillings

LAKI NINE TU

being payment of

MFIUKO WA MAENDELEO

Cash

Cheque

Shs.

400,000/-



With Thanks

AFISA MTENDAJI
KI. CHA KIRANYI
TAREHE 30/7/2001

No

Tarehe

26/07/2001

Nimepokea kutoka kwa

MOHAMED I - WAZIRI

Kiasi cha Shilingi

laki tatu na elfu themanini
380,000/-

Kwa malipo ya

Mchengo wa maendeleo

Shs.

380,000/-

TASLIM - HUNDI No.

SAHIHI YA MPOKEAJI

AFISA MTENDAJI
KITONG'ITI CHA SJINJI
KIRANYICHO ARUKERU
TAREHE 26/7/2001