

**THE LAND ACT NO. 4 OF 1999
&
THE LAND REGISTRATION ACT {CAP 334}**

DISPOSTION TO CHANGE OWNERSHIP

BETWEEN

**ISCON COMMODITIES (T) LIMITED
P.O. Box 1269 Mtwara**

AND

**ISKCON TANZANIA LIMITED
P.O. Box 1269 Mtwara**

**RELATING TO THE DISPOSTION TO CHANGE OWNERSHIP OF THE PROPERTY ON
PLOT NO.11-16 BLOCK "A" SITUATED AT MTEPWEZI WITHIN MTWARA
MUNICIPALITY, TANZANIA COMPRISED IN TITLE NO. 25013 MTWLR**

**Drawn By:
Parties**

1

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**DISPOSITION TO CHANGE OWNERSHIP ON PROPERTY WITH
TITLE NO. 25013 MTWLR IN PLOT NO. 11-16 BLOCK 'A' SITUATED
AT MTEPWEZI WITHIN MTWARA MUNICIPALITY**

This AGREEMENT is made this _____ day of April, 2025

BETWEEN

Iscon Commodities (T) Limited a limited liability company incorporated in Tanzania under the companies Act (cap 212 R.E 2002), of P.O. Box 1269 Mtwara, Tanzania. Hereinafter called the "Vendors" which expression shall include and extend to persons deriving title under the Vendors, his successors and assigns), of the one part;

AND

Iskcon Tanzania Limited a limited liability company incorporated in Tanzania under the companies Act (cap 212 R.E 2002) of P. O. Box 1269 -Mtwara, Tanzania (hereinafter called the "Purchaser" which expression shall include and extend to persons deriving title under the Purchaser, their successors and assigns) of the other part;

RECITALS

WHEREAS:

- A. The Donor is the lawful owner of all that landed property described as Plot No. 11 – 16 Block 'A' located at Mtepwezi in Mtwara Municipality (land ownership is under Derivative arrangement with TIC) after referred in the Title No. 25013 MTWLR.
- B. The Donor is desirous to change ownership and part with the above referenced landed property (hereinafter referred to as 'the Property') to the willing accept and taking over the title ownership;
- C. The Donee named herein is desirous of taking over the Property from the Donor in accordance with the terms and conditions stipulated under this agreement;

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D. The parties have agreed to be bound by all terms and conditions stipulated under this agreement, Land Laws, Law of Contract and all other relevant regulations governing ownership and transfer of **the Property**.

NOW THIS DISPOSITION TO CHANGE OWNERSHIP AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS

1.1 In this **disposition to change ownership agreement** unless the context otherwise provides: -

“Agreement” means this **disposition to change ownership agreement** between the Donor and the Donee;

“Parties” Mean the signatories to this Agreement;

The Property Means Plot No., Plot No. 11 – 16 Block ‘A’ located at Mtepwezi in Mtwara Municipality situated at in Mtwara Municipality with CT No. **25013**

“Consideration” means the amount of **the relationship between the sister companies as they have built sharing shareholders - natural love and affection being the consideration.**

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

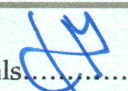
1.3 Words importing the masculine gender shall include the feminine gender and vice-versa

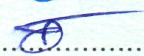
1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE

2.1 All that property and improvements situated at Plot No. Plot No. 11 – 16 Block ‘A’ located at Mtepwezi in Mtwara Municipality with CT No. **25013**.

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ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1. In consideration of the natural love and affection in-after referred to as the 'Purchase Price') to the Donor, the Donor shall transfer the ownership of the property described hereinabove to the Donee
- 3.1.1 The Parties herein shall facilitate together the process of transfer of the Property
- 3.1.2 That, the Donor shall settle all debts available on the property on the proper authorities before the transfer of ownership

ARTICLE 4

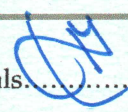
4.0 THE DONOR AND DONEES' COVENANTS

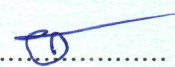
- 4.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place on the happening of the following events:
 - 4.1.1 Provision of all documents as required by the other Party, or any approving authority including but not limited to Land Forms No. 29,30,35,38, land rent receipts and all taxes incidental to the Property and leasehold title,
 - 4.1.2 This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.
 - 4.1.3 No Agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
 - 4.1.4 The Parties furthermore agree that Land is being transferred on an "as is where is basis"

ARTICLE 5

5.0 NOTICE

- 5.1 Any notice or demand hereunder may be duly given to either party by prepaid post letter i.e. Registered Mail, EMS or DHL or hand dispatch and copy by other speedier mode of communication or transmittal such as Fax or E-mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and such notice or demand shall be effectual for all purposes **48 hours** after receipt by the other party and in

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proving service it shall be sufficient to prove that the letter containing notice or demand was properly stamped addressed and posted.

ARTICLE 6

6.0 DISPUTE CLAUSE

6.1 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 court with competent jurisdiction.

ARTICLE 7

7.0 MISCELLANEOUS PRIVISIONS

7.1 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.

7.2 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with the Laws of Tanzania.

7.3 This Agreement shall be in the English Language and in four (4) originals copies each being authentic

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

SEALED with the COMMON SEAL)
of the said ISCON COMMODITIES (T) LIMITED)
and DELIVERED in presence of us)
thisday of..... 2025)

Name: MUKESH.V.PATEL)
Signature: [Handwritten Signature])
Postal Address: Kisumu - DSM)
Qualification: DIRECTOR)

Initials [Handwritten Initials]
Initials [Handwritten Initials]

Name: AHMED JUMA MIRWANUA)
Signature: [Signature])
Postal Address: 1269 - M.TWARA)
Qualification: DIRECTOR)

SEALED with the COMMON SEAL)
of the said ISKCON TANZANIA LIMITED)
and DELIVERED in presence of us)
thisday of..... 2025)

Name: MUKESH.V.PATEL)
Signature: [Signature])
Postal Address: RISUTU - DSM)
Qualification: DIRECTOR)

Name: DHARMESH.R.SHAM)
Signature: [Signature])
Postal Address: MADUKA - 1269 - MTWARA)
Qualification: DIRECTOR)

Initials [Signature]

Initials [Signature]

[Signature]

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
NOTIFICATION OF A DISPOSITION
(Under Section 36)

PLOT No 11-16
BLOCK "A"
MTEPWEZI AREA
CT. No. 25013/1 MTWLR
MTWARA MUNICIPAL

TO: COMMISSIONER FOR LANDS/ AUTHORISED OFFICER.

We, ISCON COMMODITIES (T) LIMITED of P.O. BOX 1269, MTWARA, HEREBY NOTIFY you of the disposition which is intended to be made in respect of certificate of Occupancy with above Title Number. I HEREBY present the following particulars:-

1. Nature of disposition - **Transfer**
2. Particulars of purchaser
Iskcon Tanzania Limited of P.O. BOX 1269 **MTWARA.**
3. The applicant supply the following documents:-
 - (i) Original Certificate of Occupancy
 - (ii) Original Land rent receipts up to June 30th 2025
 - (iii) Original Deed of Gift Transfer (in duplicate)
 - (iv) Disposition for change of ownership Agreement
 - (v) Valuation Report

Date:.....

Fee:.....

For official Use Only

- a) Approved/Refused
- b) Remarks.....

.....
APPLICANT (\$)

.....
COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

Date:.....
Served upon me/us

.....
SIGNATURE OF APPLICANT

Date:
Copy: The Registrar

Fees:.....

**THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
APPLICATION FOR APPROVAL OF DISPOSITION
(Under Section 39)**

**PLOT No 11-16
BLOCK "A"
MTEPWEZI AREA
CT. No. 25013 MTWLR
MTWARA MUNICIPAL**

TO: COMMISSIONER FOR LANDS/ AUTHORISED OFFICER.

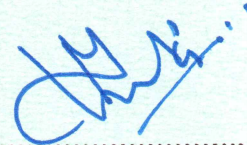
We, ISCON COMMODITIES (T) LIMITED of BOX 1269 **MTWARA**, (Hereinafter referred to as applicant) HEREBY APPLY for APPROVAL of disposition to be made in favour of **ISKCON TANZANIA LIMITED** of P.O. BOX 1269 **MTWARA** of a right of occupancy issued under the above Title Number.

I HEREBY present the following particulars:-

1. Nature of disposition – Transfer of Right of occupancy.
2. Particulars of purchaser
ISKCON TANZANIA LIMITED of P.O. BOX 1269 **MTWARA**.
3. The applicant supply the following documents
 - (i) Original Certificate of Occupancy
 - (ii) Original Land rent receipts up to June 30th 2025
 - (iii) Original Deed of Gift Transfer (in duplicate)
 - (iv) Disposition for change of ownership Agreement
 - (v) Valuation Report

Date:

Fee:



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APPLICANT (S)

For official use only

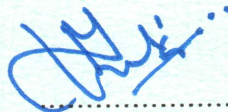
(a) Approved/refused

(b) Remarks.....

.....
COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE:

PLACE:.....



.....
SIGNATURE OF APPLICANT

DATE:.....

Fees.....

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO.4 OF 1999)

TRANSFEER OF A RIGHT OF OCCUPANCY
BY GIFT DEED
(Under Section 62)

PLOT No 11-16
BLOCK "A"
MTEPWEZI AREA
CT. No. 25013 MTWLR
MTWARA MUNICIPAL

In consideration of Natural love and Affection, we, **Iscon Commodities (T) Limited** of P.O. BOX 1269, Mtwara **HEREBY TRANSFER BY THIS DEED OF GIFT TO Iskcon Tanzania Limited** of P.O. BOX 1269 Mtwara, the Right of occupancy registered under the above reference,

DELIVERED and SEALED by the Common **SEAL** of)
Iscon Commodities (T) Limited in our)
presence thisday of2025)

.....
SEAL

Name: **MUKESH.U.PATEL**)
Signature: *[Signature]*)
Position: **DIRECTOR**)
Date: **2/05/2025**)

Name: **AHMED JUMA MIKWANGA**)
Signature: *[Signature]*)
Position: **DIRECTOR**)
Date: **2/05/2025**)

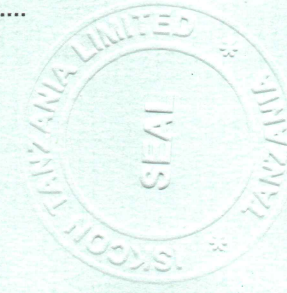


DELIVERED and SEALED by the Common **SEAL** of)
Iskcon Tanzania Limited in our presence)
Thisday of2025)

.....
SEAL

Name: **DHARMESH.R.SHAH**)
Signature: *[Signature]*)
Position: **DIRECTOR**)
Date: **2-5-2025**)

Name: **MUKESH.U.PATEL**)
Signature: *[Signature]*)
Position: **DIRECTOR**)
Date: **2/05/2025**)



Stamp duty on original and
Duplicate paid vide ERV NO.....
Of Tshs:

Consent fees paid:
Vide ERV NO.
Of Tshs:

**IN EXERCISE ON THE POWERS VESTED IN ME UNDER SECTION 37 OF THE
LAND ACT 1999 I,
AUTHORISED OFFICER HEREBY APPROVE THIS DISPOSITION**

.....
COMMISSIONER FOR LAND/AUTHORISED OFFICER

DATE: