

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Simu +255 22 211 3165
Nukushi: +255 22 212 4576
Barua pepe: km@ardhi.go.tz



1 MTAA WA ARDHI
S.L.P. 9132
11477 DAR ES SALAAM

Unapojibu tafadhali taja:

Kumb.Na:LR/T/26949/29PWN

1st, SEPTEMBER, 2025

OSSC COMPANY LIMITED,
S.L.P 3496,
DAR ES SALAAM.

YAH: SHERIA YA USAJILI WA ARDHI (SURA YA 334)

UHAMISHO WA MILKI WA KIWANJA NAMBA. 69, KIALU 'A' VISIGA MWISHO, KIBAHA
TOWNSHIP HATI NAMBA 26949PWN.

Tafadhali rejea kichwa cha habari hapo juu na maombi ya kuhamisha milki yaliwasilishwa tarehe 21/08/2025.

Ofisi ya Msajili wa Hati inakufahamisha kuwa maombi ya usajili wa uhamisho milki tajwa hapo juu uliyowasilisha yamesajiliwa na kupewa namba ya usajili wa nyaraka FD NA.239050 Pia unafahamishwa kuwa hati yako imehifadhiwa ofisi ya Msajili wa Hati kwa kuwa mwombaji sio raia wa Tanzania hivyo basi ili uweze kumiliki milki hii kama muwekezaji unashauriwa kufata taratibu za umikishaji chini ya kifungu namba 20 ya Sheria ya Ardhi Na 4.

GODFREY A. MFALAMAGOHA
MSAJILI WA HATI MSAIDIZI
MKOA WA PWANI

K.K: MKURUGENZI
HALMASHAURI YA KIBAHA MJINI,
S.L.P 30112,
KIBAHA.

K.K: KAMISHNA MSAIDIZI WA ARDHI
S.L.P 9230,
DAR ES SALAAM.

KK: TANZANIA INVESTMENT CENTRE,
S.L.P 938,
DAR ES SALAAM.

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SALE AGREEMENT

This Agreement is made on the 2nd day of March 2025

*Certified
as a true copy
of the original
11/9/2025*

BY AND BETWEEN

FAUSTINA GWARUDA MALLEYCK, whose address is Post Office Box 30494, Kibaha (hereinafter called the "Vendor") which expression shall where the context admits, include and extend to her successors and assigns and the persons deriving title under him, of the first part;



AND

OSSC COMPANY LIMITED whose address is Post Office Box 3496, Dar es salaam (hereinafter referred to as the "Purchaser") which expression shall where the context admits, include and extend to his successors and assigns and the persons deriving title under her, of the second part;

PREAMBLE

WHEREAS the Vendor is the owner of a property situated on **Plot No. 69 Block 'A' Visiga Mwisho in Kibaha Township**, with Title Number **26949PWN** measuring **SQM 11,144** (hereinafter called the "Property");

WHEREAS the Vendor is desirous of selling and the Purchaser desirous to purchase the whole of the Property and all improvements existing thereon on the terms and conditions hereinafter set forth; and

WHEREAS both the Vendor and the Purchaser have conducted negotiations on the sale of the whole of the Property now desire and require a formal contract to embody the terms and conditions of their negotiations.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:

1. **DEFINITION AND INTERPRETATION**
 - 1.1 In this Agreement, unless the context otherwise requires:-

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"Agreement" means this Sale of Property Agreement as originally executed and all instruments supplemental and includes any amendments to this Agreement;

"Consideration" means the sum of Tanzania Shillings Eight Hundred Twenty Million Only (TZS 820,000,000/);

"Party" means any one of the parties to this Agreement;

"Purchase Price" means the sum of Tanzania Shillings Eight Hundred Twenty Million Only (TZS 820,000,000/);

"Writing" shall include any mode of reproducing words in a legible and non-transitory form;

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa and references to Clauses are references to the Clauses of this Agreement.
- 1.3 References to any statutes shall include any statute, by-law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted or extended by the same or pursuant to which the same is made.
- 1.4 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include any company, individual, corporation, joint venture, association, joint-stock company, unincorporated organization or government or any agency or political subdivision thereof.

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205,000,000/) shall be paid within three months from the date of signing the contract.

2.5 The Purchaser agrees in event that the Purchaser fails or terminates to make full payment of the Purchasing Price of **Tanzania shillings Eight Hundred Twenty Million only (TZS 820,000,000/)** within the agreed period, the Vendor shall be entitled to deduct and retain **Eighteen Percent (18%)** of any received amount from the Purchaser as liquidated damages. The remaining amount shall be returned to the Purchaser through an account provided by the Purchaser and the Purchaser shall be responsible for all bank charges associated with the transaction.

2.6 That the Vendor guarantees that as of the date of signing of this agreement, the Property is free from any encumbrance whatsoever and further that its description is believed and shall be deemed to be correct as disclosed by the Vendor or as apparent on inspection or search by the Purchaser. Furthermore, the Vendor knows no overriding interests regarding the Property.

2.7 The Vendor represents and warrants the following to the Purchaser as of the date of signing of this Agreement:

2.7.1 the execution of this Agreement or the performance by the Vendor of its obligations hereunder will not result in any breach of any agreement to which the Vendor is a party or of any Court order;

2.7.2 the execution of this Agreement by the Vendor shall constitute a legal, valid and binding obligation of the Vendor in accordance with its terms.

3. DELIVERY, GIVING POSSESSION AND TRANSFER OF TITLE

3.1 The Vendor shall deliver to the Purchaser the information and all other documents, lists, categories, literature and material as are included in or relate to the Property after payment of the first instalment of purchase price as agreed under clause 2.4.

3.2 That, the Vendor shall pay land rent up to the date of sale and will share paid receipts. Purchaser shall pay Capital Gain Tax, stamp duty, valuation costs, legal fee and all other costs of transferring the Title of the property from the Vendor to the Purchaser.

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6. BREACH OF AGREEMENT

6.1 If any representation or warranty mentioned in these presents is incorrect or should any Party be in default in executing or failing to execute any of its obligations hereunder, any other Party shall be entitled to remedies already agreed in this agreement.

7. FURTHER ASSUARANCES

7.1 The Vendor shall execute such other documents and do such other acts as the Purchaser may reasonably require in perfecting the right, title and interest of the Purchaser in the Property.

8. COMPLETE AGREEMENTS AND AMENDMENTS

8.1 This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the parties.

9. SUCCESSORS AND ASSIGNMENTS

9.1 This Agreement shall insure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10. NOTICES

10.1 All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery, Email or to the addresses set forth below:

10.1.1 In the case of the **Vendor** to:

FAUSTINA GWARUDA
MALLEYCK
P.O BOX 30494
KIBAHA

10.1.2 In the case of the **Purchaser** to:

OSSC COMPANY LIMITED
P.O BOX 3496
DAR ES SALAAM

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10.2 The Parties may, at any time, by notice to each other designate any other address and/Emails or any other form convenient to which notices and other communications should be transmitted.

11. IMPLEMENTATION OF AGREEMENTS

11.1 Each of the Parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writings and to do, or to see that they are done, all that which is considered necessary to fulfil the objectives of this Agreement and to give full effect to all provisions.

12. Any agreement in relation to the property which will be entered into by the Vendor with a third party during the existence of this agreement shall be considered null and void.

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IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

SIGNED and DELIVERED at Dar es Salaam by the Said FAUSTINA GWARUDA MALLEYCK who is known to me personally this 21st day of March 2025

MALLEYCK
VENDOR



BEFORE ME:

NAME: PATRICIA PIUS MBOSA
SIGNATURE: *[Signature]*
POSTAL ADDRESS: 33969 DAR-ES-SALAAM
QUALIFICATION: ADVOCATE



SEALED with COMMON SEAL of the said OSSC COMPANY LIMITED and DELIVERED in the presence of us this 21st day of March 2025

SEAL
VENDOR

SIGNATURE: *[Signature]*

NAME: Le'Quing
POSTAL ADDRESS:

QUALIFICATION: DIRECTOR

SIGNATURE: *[Signature]*

NAME: WANG SHUPENG
POSTAL ADDRESS:

QUALIFICATION: DIRECTOR



Accepted as a true copy
of the original this
11/9/2025

SPOUSAL CONSENT

I, **CHRISPIANUS BAHA AKO** of P.O Box 30494 Kibaha, being the husband of **FAUSTINA GWARUDA MALLEYCK** who is my wife being legally married and herein after referred to as 'VENDOR' DO HEREBY CONSENT the land identified as Plot No. 69 Block 'A' located at Visiga Mwisho in Kibaha Township, with Title Number 26949PWN measuring SQM 11,144 be transferred to one **OSSC COMPANY LIMITED** herein referred to as 'PURCHASER' for the consideration of Tanzania Shillings Eight Hundred Twenty Million only (Tsh. 820,000,000/=).

WHEREFORE I hereby declare that I have no objection to the disposal of the said plot to the said PURCHASER.


THAT I solemnly make this declaration conscientiously believing the same to be true and in accordance with Oaths (Judicial Proceedings and Statutory Declaration Act, 1966)

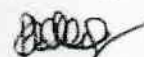
SWORN AND DECLARED at
Dar es salaam by the said
CHRISPIANUS BAHA AKO
who is known to me personally/identified
to me by
the latter known to me personally
this 21st day of March..... 2025



DEPONENT



BEFORE ME:

Signature 

Postal Address 
30494 33969


KIBAH DAR ES SALAAM

Qualification: ADVOCATE



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



Collected as a free copy of the signed title 11/9/2025

CT. No. 26949PWN
L.O No. 1366029
Plot No. 69 Block 'A'
Visiga Mwisho, Kibaha
Township

TO COMMISSIONER FOR LANDS/AUTHORISED OFFICER

I FAUSTINA GWARUDA MALLEYCK

of Post Office Box 30494 Kibaha

HEREBY NOTIFY you of the disposition which is intended to be made in favour of

OSSC COMPANY LIMITED

of Post Office Box 3496, Dar es salaam

in respect of a right of occupancy registered under the above reference.

I HEREBY present the following particulars:-

1. Nature of disposition - **TRANSFER**
2. Particulars of Purchaser **OSSC COMPANY LIMITED** of Postal Office Box 3496, Dar es salaam

3. The following documents are enclosed:-

- (i) Original Certificate of Title No. 26949PWN
- (ii) Sale Agreement
- (iii) Current Land Rent Receipt up to 30th June, 2025
- (iv) Original Deed of Transfer (in duplicate)
- (v) Valuation Report
- (vi) _____

4. Other particulars _____

Date: 21st March 2025

APPLICANT(S) MALLEYCK

FEES: _____

SEAL/OFFICIAL STAMP _____

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: _____ PLACE: _____

Copy: The Registrar

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

 Patricia Pius Mbosa
P.O. Box 33969 Dar es Salaam
Advocate, Notary Public &
Commissioner for Oaths

*Certified as a true copy
of the original
this 11/2/2025*

CT. No. 26949PWN
L.O No. 1366029
Plot No. 69 Block 'A'
Visiga Mwisho, Kibaha
Tanzania

I, **FAUSTINA GWARUDA MALLEYCK** of Post Office Box 30494 Kibaha (hereinafter referred to as "the Applicant") HEREBY APPLY for GRANT OF APPROVAL of a disposition of a right of occupancy registered under the above reference.

1. Nature of disposition (state nature of the disposition)

TRANSFER

2. Particulars of sale (if not prescribed)

3. I, the Applicant supply the following information and or documentation

- (i) Original Certificate of Title No. 26949PWN
- (ii) Sale Agreement
- (iii) Current Land Rent Receipt up to 30th June, 2025
- (iv) Original Deed of Transfer (in duplicate)
- (v) Valuation Report
- (vi) _____

Date: 21st March 2025

APPLICANT(S) *MALLEYCK*

For Official Use Only

- (a) Approved/Refused _____
- (b) Remarks _____

Commissioner for Lands/Authorised Officer

Date: 21st March 2025

Served upon me/us

MALLEYCK
Signature of Applicant(s)

Date: _____

Fees: Tshs being approval fees