

# THE LAND ACT

[ACT NO. 4 OF 1999]

## SALE AGREEMENT

BETWEEN

**PETRO IDDI TLAYSIA**

**AND**

**RHINO MAX COMPANY LTD**

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CONCERNING THE SALE AND PURCHASE OF A LANDED PROPERTY LOCATED AT HUDUMA SUBURB, MARERA VILLAGE, RHOTIA WARD WITH A MEASUREMENT OF 10446 SQUARE METER IN KARATU DISTRICT WITHIN ARUSHA REGION.

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DRAWN BY:

Glacier Advocates

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## SALE AGREEMENT

This SALE AGREEMENT is made at Arusha on this 18<sup>th</sup> day March of 2025.

### BETWEEN

PETRO IDDI TLAYSIA a natural person and a resident of Karatu District within Arusha Region - Tanzania with a Mobile Number 0763 071 163 (hereinafter called the "Vendor" which expression shall include and extend to persons deriving title under the Vendor, its successors and assigns) of first part;

### AND

RHINO MAX COMPANY LTD an artificial person dully registered under the Laws of United Republic of Tanzania with registered office in Masaki Area within Kinondoni District in Dar es Salaam of Mobile Number 0745 065 837 (hereinafter referred to as "The Purchaser" which expression shall include and extend to persons and/or entities deriving title under The Purchasers, their successors and assigns) of second part;

### PREAMBLE:

- A. **WHEREAS** the Vendor as a Lawful owner and capable to sale a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region (being the Property as defined below).
- B. **AND WHEREAS** the Vendor is desirous to sell the said a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region inclusive of all, attachments, installations and features thereon to the Purchaser.
- C. **AND WHEREAS** the Purchaser is Desirous to Purchase the said a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region from the Vendor

inclusive of all, attachments, installations and features thereon pursuant to the terms and Condition as hereunder:-

**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 Vendor and the Purchaser for the sale of a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region

“Appointed Legal Consultants” means the Glacier Advocates.

“Bank Account” means a bank account to be set up by the Vendor in CRDB Bank with Account Number **0152684025600** with the names of **PETRO IDDI TLAYSIA** for the purpose of this transaction which shall be used for payments

“Completion”: Completion of this Agreement in accordance with clause 7.1;

“Land Laws” means the Land Act, 1999, as amended;

“the Property” means the a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region and includes all attachments, installations, features, all things growing on the land, all rights, easements, appurtenances (including water rights) belonging to and/or enjoyed with the land;

“Parties” means the signatories to this Agreement but in the case of The Purchaser shall include their respective nominees, assignees, principals and affiliates;

“Purchase price” means the amount of Tanzanian Shillings Sixty Million (TZS 60,000,000/=) payable by The Purchaser to the Vendor as Consideration in accordance with this Agreement

“Transfer approval” means such consents and approvals as are required under applicable laws for the disposition of the Property to The Purchasers; “TZS” means Tanzanian Shillings, the currency of the United Republic of Tanzania.

“Vacant Possession” means the legal obligation of the Vendor to ensure that the Property is in vacant possession and a state fit to be occupied by The Purchasers as determined by The Purchaser at that given point in time.

- 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, un surveyed a Landed Property Located at Huduma Suburb, Marera Village, Rhotia Ward with a measurement of 10446 Square Meter in Karatu District within Arusha Region with all attachments, installations, features, all

things growing on the land, all rights, easements, appurtenances (including water rights) belonging to and/or enjoyed with the land.

2.2. The Property to be sold is Bordered by:-

NORTH: MBARUKU

SOUTH: ROAD

EAST: ROAD

WEST: BENEDICTI JACO~~B~~ ANDREA & EDITHA MASSAY DUUMA

### 3.0 CONSIDERATION AND MODE OF PAYMENT:

3.1. The Purchase Price shall be Tanzania Shilling Sixty million only (TZS 60,000,000.00).

3.2. The Parties herein agreed the payment will be conducted into one/single installment of Tanzania Shilling Sixty million only (TZS 60,000,000.00) and the payment should be done through the vendor bank Account on the date of signing this contract.

3.3. It is hereby agreed by the Parties that, the above mentioned purchase price shall be deposited by The Purchaser to the Vendor in CRDB Bank with Account Number 0152684025600 with the names of PETRO IDDI TLAYSIA.

### 4.0 VENDOR'S COVENANTS:

4.1 The Vendor's covenants hereby to The Purchaser are as follows:

4.1.1 The Vendor agrees to indemnify and hold harmless The Purchaser 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 Vendor.

4.1.2 That the Vendor represents and warrants that he has the right, power and all necessary authority to enter into this Sale Agreement.

4.1.3 That the Vendor shall hand over Vacant Possession of the Property to The Purchaser in accordance with clause 7.1. All risks and liability for the Property shall pass to The Purchaser upon handing over Vacant Possession.

4.1.4 The Vendor shall indemnify and keep indemnified The Purchaser against any loss or liability or risk which maybe suffered or incurred by The Purchasers as a result of any act or omission by the Vendor in respect of the Property prior to registration of the Property in the name of The Purchaser or their affiliates or as a result of any claim that any of the warranties has been breached or is untrue or inaccurate.

## 5.0 VENDOR'S REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants as follows to The Purchaser, and acknowledges that The Purchaser are relying upon such representations and warranties in entering into this Agreement. The representation and warranties are given by the Vendor at the date of this Agreement and at Completion.

5.1.1 That, it is good and marketable 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 Vendor shall indemnify The Purchaser immediately.

5.1.2 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 Vendor's knowledge likely to be received.

5.1.3 This agreement and the deeds of transfer of the Property from the Vendor to The Purchasers shall be subject to the consent of the

statutory officials concerned or duly authorized in that behalf being recorded to this disposition and in the event such consent shall be refused the parties shall revert to their original position and any monies paid or deposited shall be refunded to The Purchaser free of set-off or counterclaim.

- 5.1.4 The land is not contaminated, hazardous or declared by the appropriate authority to be so in terms of section 7 of the Land Act, Cap. 113 and is not in violation of any environmental laws or regulations.
- 5.1.5 The execution or performance of the terms and conditions of this Agreement and all related documents shall not result in any breach of the Vendor's constitutional documents, or any related documents.
- 5.1.6 All information given by or on behalf of the Vendor to The Purchaser in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.
- 5.1.7 The execution of this Agreement and the relevant documents or the performance of its terms will not result in any breach of any agreement to which the Vendor is a party or to any court order or decree.
- 5.1.8 The Vendor will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement or on the whole or part of the Property.

## 6.0 THE PURCHASERS' REPRESENTATIONS AND WARRANTIES

6.1. The Purchasers represent and warrants as follows to the Vendor, and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement.

6.1.1. The Purchasers have sufficient mandate, authority and right 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, and shall not result in a breach of The Purchasers' organizational documents.

6.1.3 The Purchaser will perform all obligations as imposed under this Agreement and comply with the applicable law. The Vendor shall not be liable for any loss that may arise as a result of failure on the part of The Purchasers to comply with such law.

## 7.0 COMPLETION, CONDITIONS PRECEDENT AND SPECIFIC COVENANTS.

7.1. Completion and payment of the Purchase Price to the Vendor is conditional upon the fulfillment of the following conditions precedent, in each case to the satisfaction of The Purchaser:

7.1.1 Vendor having legal right and authority to the Property and that the property is free from any encumbrances together with proper boundary markers and having beacons in place;

7.1.2 Settling all claims as demanded by the relevant Government Authorities;

7.1.3 Obtaining all relevant documents from relevant authorities;

7.1.4 The Vendor having delivered to The Purchasers Vacant Possession to the Property.

7.1.5 Each part to this contract have agreed to take care of their agents on their side, each shall take care of their own in their own manner as agreed.

## 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 or Swahili 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 email to the addresses set forth below:

FOR THE VENDOR:

PETRO IDDI TLAYSIA,

P.O. BOX 85 Karatu - Arusha.

Tell: 0763 071 163

Email:

FOR THE PURCHASER:

RHINO MAX COMPANY LTD

BOX 278 Dar es Salaam

Tell: 0745 065 837

Email: Rhinomax89@gmail.com

## 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.
- 10.2. Failure to the above the innocent party shall have the right and access to the courts for redress.

## 11.0 INDEMNITY CLAUSE

- 11.1. The Vendor hereby undertakes to indemnify and hold harmless The Purchasers from and against any loss, damage, liability, cost, expense or action suffered or incurred by The Purchaser directly as a result of any breach or non-observance by the Vendor of any of the Vendor's obligations or duties herein.
- 11.2. Each Party undertake to indemnify the other Party on a full and unqualified indemnity basis against any action, claim, loss, cost, damage or expense either Party may suffer or incur as a result of any document delivered to it pursuant to this Agreement being unauthorized, invalid or for any reason ineffective for its purpose.
- 11.3. Without prejudice to any of the either Party's other rights under this Agreement, if it comes to the knowledge of either Party prior to the Completion that any fact is inconsistent with the warranties given by a Party pursuant to the provisions of this Agreement or which may cause the said warranties to be untrue, misleading or breached, the affected Party shall be entitled to rescind this Agreement and claim any damages incurred by such affected party and at the same time, all Parties shall revert to their original position before such rescission.

## 12.0 MISCELLANEOUS PROVISIONS.

- 12.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation including paying their agents 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 This Agreement has been executed in Four (4) identical originals, all of which shall constitute one instrument.

### **13.0 FORCE MAJEURE.**

- 13.1 Neither party shall be liable for any failure to perform obligations as stipulated in this agreement if the failure results from any act of God, Governmental act, fire, explosion, accident, industrial dispute, civil commotion, or anything beyond the reasonable control of either party.

IN WITNESS HEREOF, the Parties hereto have executed Six (6) originals of this Sale Agreement on the date and year first herein above written in the following manner: -

SIGNED and DELIVERED at Karatu by the said  
PETRO IDDI TLAYSIA who is Known to me  
Personally/ identified to me by .....  
and latter known to me on this 18<sup>th</sup> day of March 2025.

Raysse  
THE VENDOR

**CERTIFICATION BY THE ATTORNEY:**

I, EFRAHIM PHILEMON KISANGA (Advocate), CERTIFY THAT, I personally saw and witnessed the Vendor herein duly execute this Agreement.

NAME: EFRAHIM PHILEMON KISANGA

ADDRESS: 7271 ARUSHA

SIGNATURE: [Signature]

DATE: 18<sup>th</sup> March 2025

DESIGNATION: ADVOCATE



SEALED at Karatu with Official SEAL of the said  
RHINO MAX COMPANY LTD which is Known to  
me Personally/ identified to me by .....  
..... and latter known  
to me on this 18<sup>th</sup> day of March 2025.

.....  
THE PURCHASER

**IN THE PRESENCE OF:**

NAME: HEWET

ADDRESS: DAR

SIGNATURE: [Signature]

DATE: 19 MAR / 2025

DESIGNATION: DIRECTOR/SECRETARY


(Authorized officer to execute the Contract)

CERTIFICATION BY THE ATTORNEY:

I, EFRAHIM PHILEMON KISANGA (Advocate), CERTIFY THAT, I personally saw and witnessed the Vendor herein duly execute this Agreement.

NAME: EFRAHIM PHILEMON KISANGA

ADDRESS: 7271 ARUSHA

SIGNATURE: 

DATE: 18/03/2025

DESIGNATION: ADVOCATE

