

- The Land Act No. 4 of 1999 -

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## LAND SALE AGREEMENT

*Between*

**YASSIN ABRAHAMAN MRINGO trading as MLIMANI PROPERTIES**

*And*

**TSAHEY COMPANY LIMITED**

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**Concerning the Sale of Plot No. P46029, Block "...", Maputo Area, Mbweni, Kinondoni  
Municipal, Dar es salaam, measuring One Thousand One Hundred and Seventy Four (1174) Square  
Metert;**

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**Drawn by:**

MLIMANI PROPERTIES,  
P.O Box 12072,  
Dar es salaam - Tanzania.

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## LAND SALE AGREEMENT

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This **LAND SALE AGREEMENT** is made at ..... this <sup>07<sup>th</sup></sup> day of August 2025

### BETWEEN

**YASSIN ABRAHAMAN MRINGO trading as MLIMANI PROPERTIES** of Postal Office Box Number, 12072, Dar es salaam-Tanzania, a Natural Person, Tanzanian by Birth (Hereinafter called the "**Seller**" which expression shall include and extend to persons deriving title under the Seller, its successors and assigns) of **the One Part**.

### AND

**TSAHEY COMPANY LIMITED** of Postal Office Box Number, 31909, Dar es Salaam-Tanzania, as registered under the Companies Act, (CAP 212 RE 2002) of the Laws of Tanzania (Hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving title under the Purchaser, its successors and assigns) of **the Other Part**.

### PREAMBLE

#### WHEREAS:

- A. The Vendor is the Owner of all that Parcel of Land Concerning the Sale of **CT No. ...., Plot No. P46029, Block "..., Maputo Area, Kinondoni Municipal, Dar es salaam , measuring (1174) Square Meter** delineated and edged in red in the survey plan/ Map annexed to the Certificate of Right of Occupancy together with all the improvements thereon.
- B. The Vendor has considered and agreed to sell and transfer the said Plot to the Purchaser and the Purchaser has agreed to purchase the said Plot together with all unexhausted improvements therein as per further terms and conditions as contained herein below.

#### NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

#### ARTICLE 1

##### 1.0 DEFINITIONS

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 **CT No. ...., Plot No. P46029, Block "..., Maputo Area, Mbweni, Kinondoni Municipal, Dar es salaam, measuring (1174) Square Meter;**

- "Parties"** means the signatories to this Agreement;
- "Purchase Price"** means the amount of **TZS 111,530,000= (Tanzanian Shillings One Hundred and Eleven Million and Five Thirty Thousand Only)** payable to the Vendor by the Purchaser as consideration for the purchase of the plot of land measuring (1174) **Square Meter**;
- "TSHS"** means Tanzanian Shillings, 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 LAND EARMARKED FOR SALE

The Plot to be sold to the Purchaser is **CT No. ...., Plot No. P46029, Block "...", Maputo Area, Mbweni, Kinondoni Municipal, Dar es salaam, measuring (1174) Square Meter;** together with all the improvements thereon.

## ARTICLE 3

### 3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 In consideration of the Purchaser paying the sum of **TZS 111,530,000= (Tanzanian Shillings One Hundred and Eleven Million and Five Thirty Thousand Only)** here-in-after the Purchase Price, to the Vendor, the Vendor shall immediately register the ownership over the Plot described hereinabove together with all the improvements thereon, free from any encumbrances to the Purchaser.
- 3.2 The mode of payment Agreed between the Vendor and the Purchaser shall be:
- (a) **FULL PAYMENT: Tanzanian Shillings One Hundred and Eleven Million and Five Thirty Thousand Only (TZS 111, 530,000=)** payable by the Purchaser to the Vendor upon signing of Land Sale documents.
  - (b) **Full Payment of the Purchasing Price shall be paid direct to the Vendor Bank Account registered as MLIMANI PROPERTIES, ACCONT NO. 007302000201 at MWANGA HAKIKA BANK.**

### 3.3 VACANT POSESSION AND HAND OVER OF OWNERSHIP DOCUMENTS:

- (a) Upon the execution of this Agreement and the payment of Purchase price (**TZS 111,530,000=**) as per **Clause 3.2 (a)** above, the Vendor shall release original documents to the Purchaser after being processed by the Land Ministry and shall handover Vacant possession of the entire property to the Purchaser.

## ARTICLE 4

### 4.0 THE PURCHASER'S COVENANT

4.1 Both parties meaning the Vendor and the Purchaser hereby agreed as follows:

- 4.1.1 It is hereby mutually agreed that the Purchaser shall carry all costs payment of the Registration of Title Deed under their name as the Law required, while each party shall carry their own Legal Cost incurred in connection to this Agreement.

## ARTICLE 5

### 5.0 THE VENDOR WARRANTS THAT

5.1 The Vendor hereby warrants to the Purchaser as follows:

- 5.1.1 The Vendor has good marketable title to the Property and that the Property is not subject to mortgage, and not any charge, lien, lease or other encumbrance of any nature whatsoever.
- 5.1.2 All restrictions, conditions and covenants have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor's knowledge likely to be received;
- 5.1.3 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was given and remains true complete and accurate in all respect and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
- 5.1.4 The execution or completion of this Agreement or performance of its terms will not result in any breach of any Agreement to which the Vendor is a party or of any Court order;
- 5.1.5 The Vendor, as to his best knowledge, is not aware of any encroachment by the Property onto any neighboring property;
- 5.1.6 The Vendor is not aware of any intended expropriation of the property or any portion of it;
- 5.1.7 The Vendor shall hand over vacant possession of the Property to the Purchaser with no any land rent bills, upon receiving full payment of the purchase price whereby risk and profit shall pass to the Purchaser;
- 5.1.8 The Vendor shall hand over movable and immovable properties attached in this agreement which are part of the sold property to the Purchaser as agreed by both parties.

## ARTICLE 6

### 6.0 THE VENDOR AND PURCHASERS' COVENANTS

6.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place on the happening of the following events:

- 6.1.1 Registration of the Purchasers as the registered owner of the said Right of Occupancy.
- 6.1.2 The Vendor and Purchaser agree that an intent Letter signed by both parties of this contract shall constitute as part of this Land Sale Agreement
- 6.1.3 The purchased property as the Law required has to be registered by Tanzania Investment Centre (TIC) since the Purchaser is the foreign company via Derivative Right. Eventually if the Purchaser won't succeed to be registered as owners the Vendor shall be

responsible to refund all payment received from the Purchaser and this property shall be sold to another interested buyer.

- 6.1.4 This Land Sale Agreement shall be **null and void in 30 days (1 month)** upon failure of Vendor's Bank Account won't receive Land Sale payment from the Purchaser.
- 6.1.5 This Agreement of Sale 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.
- 6.1.6 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.

## ARTICLE 7

### 7.0 NOTICE

- 7.1 Any notice or demand hereunder may be duly given to either party by prepaid Post letter **i.e.** Email, 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 proving service it shall be sufficient to prove that the letter containing notice or demand was properly stamped addressed and posted.
- 7.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties addresses;

For the Vendor:  
**YASSIN ABRAHAMAN MRINGO**  
Trading as **MLIMANI PROPERTIES**  
P. O. Box 12072,  
Dar es salaam -Tanzania.

For the Purchaser:  
**TSAHEY COMPANY LIMITED**  
  
P.O. Box 31909,  
Dar es Salaam-Tanzania.

## ARTICLE 8

### 8.0 DISPUTE CLAUSE

- 8.1 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 Competent Court with Jurisdiction to settle the matter.

## ARTICLE 9

### 9.0 MISCELLANEOUS PROVISIONS

- 9.1 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.
- 9.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with **Tanzanian Laws.**
- 9.3 This Agreement shall be in the English Language and in three **(3)** originals 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: -

**SIGNED and DELIVERED by**  
**YASSIN ABRAHAMAN MRINGO trading as**  
**MLIMANI PROPERTIES (VENDOR)**  
in my Presence on this  
..... 07 day of August 20 25 .....



**BEFORE ME:**

FULL NAME : JANE JOSEPH  
SIGNATURE : [Signature]  
ADDRESS : JERU, DAR ES SALAAM



**SEALED with THE COMMON SEAL of**  
**TSAHEY COMPANY LIMITED (PURCHASER)**  
in our Presence on this  
..... 07 day of August 20 25 .....



**FOR PURCHASER:**

FULL NAME : Seneit Janse  
SIGNATURE : [Signature]  
ADDRESS : 31909, DAR ES SALAAM  
QUALIFICATION: DIRECTOR

FULL NAME : Baniure Mohamud Mohamed  
SIGNATURE : [Signature]  
ADDRESS: 31909, DAR ES SALAAM  
QUALIFICATION: DIRECTOR

**Drawn by:**

Mlimani Properties  
P. O Box 12072,  
Dar es salaam - Tanzania.