

THE LAND ACT NO. 4 OF 1999

SALE AGREEMENT

BETWEEN

ESCAPE LODGES AND RESORTS LIMITED

AND

AMBROSI JOSEPH WELWEL

CONCERNING THE SALE OF LAND SITUATED IN SLAHHAMO VILLAGE, TLOMAR DO DIRANGW SUB VILLAGE, WITHIN MBULUMBULU WARD IN THE DISTRICT OF KARATU, ARUSHA REGION MEASURING TEN (10) ACRES.

Drawn by:

IDEAL LAW GROUP

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1

Vendor _____

Purchaser _____

Handwritten initials: AH

SALE AGREEMENT

This **SALE AGREEMENT** is made this _____ day of _____ 2025

BETWEEN

AMBROSI JOSEPH WELWEL, of Karatu, Arusha, Tanzania and with mobile phone number 0688 708201 (hereinafter called the "**Vendor**" which expression shall include and extend to persons deriving title under the Vendor, his successors and assigns) of the one part;

AND

ESCAPE LODGES AND RESORTS LIMITED a limited liability company registered under the Companies Act Cap 212, R.E 2002 of Postal Office Box Number 6267, Arusha Tanzania (hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving title under the purchaser, his successors and assigns) of the other part;

PREAMBLE

WHEREAS:

- A. The Vendor is the owner of the parcels of land located at **Tlomar Do Dirangw Sub Village, Slahhamo Village within MbuluMbulu Ward, in Karatu District, Arusha Region comprising of Ten (10) acres** together with all the improvements therein (herein after referred as "**the property**")
- B. The Vendor has considered and agreed to sell and transfer the said property to the purchaser and the purchaser has agreed to purchase the said property on terms and conditions as hereinafter appearing.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

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 sale of Land measuring 10 acres;

"parties" means the signatories to this Agreement;

"purchase price" means the amount of **Tanzanian Shillings One Hundred and Fifty Million (TZS 150,000,000.00)** payable to the Vendor by the purchaser as consideration for the purchase of the property;

- 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 LAND EARMARKED FOR SALE

2.1 The property to be sold to the Purchaser is the parcel of land measuring ten (10) acres located at **Tlomar Do Dirangw Sub Village, Slahhamo Village within MbuluMbulu Ward, in Karatu District, Arusha Region comprising of Ten (10) acres** together with all the improvements therein.

2.2 Boundaries of the parcel of land are as follows;

- i. North – **Martini Arkadi**
- ii. South – **Rift Valley**
- iii. East – **Trench**
- iv. West – **Trench**

ARTICLE 3

3 CONSIDERATION

- 3.1 In consideration of the Purchaser paying the sum of **Tanzanian Shillings One Hundred and Fifty Million (TZS 150,000,000.00)** payable to the Vendor as consideration for the property described hereinabove together with all the improvements thereon, free from any encumbrances to the Purchaser.

3

Vendor _____
Purchaser _____

3.2 The monies payable to the Vendor shall be deposited by the purchaser into the Vendor's **Account No. 40910055067, NMB BANK** in the name of **AMBROSI JOSEPH WELWEL** and the Vendor shall issue an acknowledgement receipt upon confirmation that the monies have been received.

ARTICLE 4

4. THE VENDOR WARRANTS THAT

- 4.1 The Vendor hereby warrants to the Purchaser as follows:
 - 4.1.1 The Vendor has a good marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.
 - 4.1.2 All restrictions, conditions and covenants have been observed and performed and no notice of any breach or any of the same have been received or is to the Vendor's knowledge likely to be received;
 - 4.1.3 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;

- 4.2 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;
 - 4.2.1 The Vendor, as to its best knowledge, is not aware of any encroachment by the Property onto any neighboring property;
 - 4.2.2 The Vendor is not aware of any intended expropriation of the property or any portion of it;

4
Vendor _____
Purchaser _____

4.2.3 The Vendor agrees to indemnify the Purchaser for any defect of land/title existed before purchase and which the Vendor reasonably ought to know but if the defect is too remote, he will not indemnify but cooperate to see that the same is rectified.

4.2.4 The Purchaser shall take over the property after completion of payment and shall be liable for any structural repairs on the property.

ARTICLE 5

5 THE VENDOR'S AND PURCHASERS' COVENANTS THAT:

5.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place after payment of the full purchase price for the property.

5.2 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.

5.3 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.

5.4 The Parties furthermore agree that Land is being bought on an "as is where is basis" with strict adherence to the development of the property in accordance to the Covenants and Conditions forming part of this agreement.

ARTICLE 6

6. NOTICE

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

5

Vendor _____
Purchaser _____

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.

ARTICLE 7

7. DISPUTE

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 the competent Court of Laws in Tanzania.

ARTICLE 10

10 MISCELLANEOUS PROVISIONS

- 10.1 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.
- 10.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with **Tanzanian Laws.**
- 10.3 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 the said **AMBROSI JOSEPH WELWEL** identified to me by _____ the latter being known to me personally in my presence this 10th day of June 2025.



VENDOR

BEFORE ME

NAME: MAGDALENA MANJALE
SIGNATURE: 
ADDRESS: 6267, ARUSHA TANZANIA
QUALIFICATION: COMMISSIONER FOR OATHS






AS EVIDENCE, the below individuals have consented to this sale and, as proof, has signed below as follows;

1. Name: **FEGENIA RAFAEL** Relationship: **WIFE**
Signature: .....
2. Name: **ALBINI AMBROSE** Relationship: **SON**
Signature: .....
3. Name: **SALUTARI MSHANA** Relationship: **UNCLE**
Signature: .....
4. Name: **BALTAZARI GABRIEL** Relationship: **SUBVILLAGE**
CHAIR DURING DIVISION
Sahihi: .....

SEALED with the **COMMON SEAL** of the said **ESCAPE LODGES AND RESORTS LIMITED** in our presence this 10th day of June 2025.



NAME: **JOSEPHINE BAGAYA ADIBAKU**
SIGNATURE: 
QUALIFICATION: **DIRECTOR**

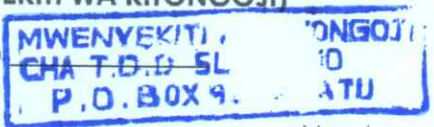
NAME: **HENRY LOGONDA**
SIGNATURE: 
QUALIFICATION: **DIRECTOR**

Signed and Certified by Government Officials:

Name: **PAULO DARSI**
Signature: 

Qualification: **SUBVILLAGE CHAIRPERSON (MWENYEKITI WA KITONGOJI)**

Street _____ Number _____ Stamp



Vendor _____
Purchaser _____

Name: DOMINICK AMSI LOHAY

Signature: *Dominick*

Qualification: **VILLAGE EXECUTIVE OFFICER (MTENDAJI WA KIJIKI)**

Street _____ Number _____ Stamp _____



Vendor _____
Purchaser _____