

SALE AGREEMENT

THIS AGREEMENT made this 30th day of January 2024

BETWEEN

MATHIAS ADOLPH KINGALU of P.O Box 21262, Phone Number, 0713 255 858 Dar es Salaam (hereinafter referred as "**VENDOR**" which expression shall, where the context so admits, include his successor/heirs and assigns) of the one part.

AND

HUSSAIN GRINDING MILLS LIMITED of P.O Box 1050 Dar es salaam (hereinafter referred as "**the PURCHASER**" which expression shall, where the context so admits, include his successor/heirs and assigns) of the second part.

WHEREAS the **Vendor** is the owner of a piece of land located at **TONGA VILLAGE** at **MAVI YA NG'OMBE AREA** measured **3 hectors**, within **Coastal Region**. (hereinafter referred to as "**the property**")

AND WHEREAS the **Vendor** is desirous of selling the said piece of land measured **3 hectors** free from any encumbrances and the **Purchaser** is desirous of buying the said property at a consideration of **Tanzanian shillings Nineteen Million Fifty Hundred Thousand (19,500,000/=) only** (here in after referred as "**the purchase price**")

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. In consideration of **Tanzanian shillings Nineteen Million Fifty Hundred Thousand (19,500,000/=)** the **Vendor** transfers the said property to the purchaser.
2. That, the **Vendor** and **Purchaser** agrees that the payment of the said 3 hector of land shall be made in one instalment to the Vendor's bank account No: 24710014135 located at NMB
3. That, on the date of signing this agreement the **Purchaser** paid Tshs. **19,500,000/= (say Tanzanian Shillings Nineteen Million Fifty Hundred Thousand only)** and the Seller acknowledges to receive the said amount of Tshs. **19,500,000/=** from the **Purchaser** as a purchasing price agreed.
4. The **Vendor** hereby covenants with the **Purchaser** to satisfy and discharge all outgoing liabilities including taxes in respect of the property and undertakes to indemnify the Purchaser against all actions, proceedings, claims and demands arising out of contract.

5. The said piece of land located at Mavi ya Ng'ombe at Tonga Village on the East is nearby SADI SHABAN KIZILO on the West is nearby ROAD CHAL/TANGA on the North is nearby MATHIAS KINGALU and on the South is nearby FRANK MARTIN MANINGI
6. The **Purchaser** shall take full possession of the above said property measured **3 hectors** immediately after completion payments of the said agreed amount.
7. That, after the completion of payment of the agreed amount the **Vendor** shall handover all documents relating to ownership (such as the Right of Occupancy(title) free from any encumbrances, and in case there is any encumbrances (such as Mortgage or any other form) to the said piece of land the Seller shall be responsible to discharge it immediately.
8. That, the **Vendor** undertakes to give full cooperation for the purpose of approving the surveying process and registration formalities.
9. That, failure to fulfill the agreed terms by the parties mentioned herein above shall cause the Parties revert to their original position and any money paid by the Purchaser hereunder will be refunded to the Purchaser in one instalment immediately.
10. This Agreement is governed by the law of the United Republic of Tanzania, hence in case of any dispute arising out of this contract parties shall solve it through negotiation, but if failed it shall be solved through court of law processes.

IN WITNESS WHEREOF the Parties forenamed have put their hands on these presents on the day and in the year and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said **MATHIAS ADOLPH KINGALU** who is Known to me/identified to me by HASI-A. MALLOGO the latter being personally known to me personally this 30th day of January 2024.

}
VENDOR



WITNESS:
 Full Name HASI-A. MALLOGO
 Signature [Handwritten Signature]
 Postal Address 70 MANDIWI
 Phone Number 0764203310

BEFORE ME:

Full name... JAMES SIFUELI MINJA

Signature... [Signature]

Postal Address... 18501 DAE

Qualification... ADVOCATE



SEALED with the COMMON SEAL of the said HUSSAIN GRINDING MILLS LIMITED and DELIVERED in the presence of us this 30th Day of January, 2024.

ON BEHALF OF THE COMPANY:

Full name... KHAN ISMAIL

Signature... [Signature]

Postal Address.....

Qualification.....



WITNESS:

Full name... NASIR SOUD

Signature... [Signature]

Postal Address.....

Qualification.....

WITNESS:

Full name.....

Signature.....

Postal Address.....

Qualification.....

BEFORE ME

Full name... JAMES SIFUELI MINJA

Signature... [Signature]

Postal Address... 18501 DAE

Qualification... ADVOCATE



START OF LEGAL RECEIPT

ARISTARKO & CO ADVOCATES

P.O. BOX 5464, DSM

DAR ES SALAAM

TEL: 0788438012

TIN 148993904

URN 40041317E

SERIAL NUMBER 0312843013720

UIN 01133M

-1107815121489939040312843013720

TAX OFFICE KINONDONI

CUSTOMER NAME

HUSSAIN GRINDING MILLIS LTD

CUSTOMER ID TYPE BUYER'S TIN

CUSTOMER ID 170428854

RECEIPT NUMBER 235

ZNo 1/0323

DATE 18-03-2024 TIME 16:47:57

ECR: 01 OP: 01

LEGAL SERVICES 300'000.00 A

TOTAL EXCLUSIVE OF TAX

254'237.29

TAX A-18.00% 45'762.71

TOTAL TAX 45'762.71

TOTAL INCLUSIVE OF TAX

300'000.00

CASH 300'000.00

ITEMS NUMBER 1

RECEIPT VERIFICATION CODE

E7BC02235



END OF LEGAL RECEIPT ***