



C.1

TANZANIA



## Certificate of Incorporation of a Company

Section 15

**No: 176070862**

I HEREBY CERTIFY THAT

**BRAKES AND PARTS LIMITED**

is this day incorporated under the Companies Act, 2002  
and that the Company is Limited.

**GIVEN** under my hand at Dar es Salaam this 6<sup>th</sup> day of **JULY**  
**TWO THOUSAND AND TWENTY FOUR.**



*PRINC ASST. REGISTRAR OF COMPANIES*

CTIN: 1741489



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

### THIS IS TO CERTIFY THAT

**BRAKES AND PARTS LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**176-070-862**

WITH EFFECT FROM: **06 JULY 2024**


TRA LOCATION: **TEMEKE**

TAX OFFICE: **TEMEKE**

PHYSICAL LOCATION: **PLOT No. 0 BLOCK No. 0**

STREET / AREA: **TEMEKE**



  
ALFRED T. MREGI  
COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS - MIPANGO NA UWEKEZAJI  
KITUO CHA UWEKEZAJI TANZANIA (TIC)



*Unapojibu tafadhali taja :*

Kumb.Na.CA.148/234/011/161

21 Mei 2025

Katibu Mkuu,  
Wizara ya Ardhi, Nyumba na Maendeleo ya Mkazi,  
Mji wa Serikali Mtumba,  
S.L.P. 2908,  
**DODOMA**

Yah: **MAOMBI YA ENEO LENYE UKUBWA WA EKARI KUMI (10) COCO BEACH  
JIJINI DAR ES SALAAM**

Tafadhali husika na mada hapo juu.

2. Kituo cha Uwekezaji Tanzania (TIC), kinaendelea kinatambua uwekezaji mkubwa unaondelea kufanyika kwenye ufukwe wa Bahari ya Hindi haswa katika eneo la Coco Beach Jijini Dar es Salaam. Aidha, Kituo kimekuwa kikipokea wawekezaji mbalimbali kutoka ndani na nje ya nchi, wakiwa na dhamira ya kuwekeza katika eneo hilo. Hivi karibuni TIC imepokea ombi kutoka Kampuni ya **Brakes and Parts Limited** kutoka jijini Arusha kupitia barua yao iliyopolekewa TIC tarehe 20 Mei 2025.
3. Kituo kinawasilisha katika Ofisi yako, ombi la kupatiwa eneo lenye ukubwa wa takribani ekari 10 katika eneo Coco Beach ili liweze kufanikisha uwekezaji huo ambao utakuwa na tija kwa Maendeleo ya Nchi.
4. TIC, ipo tayari kutoa ushirikiano kwa Ofisi yako katika mchakato mzima wa kuhakikisha mara ardhi itakapopatikana, itatumika kulingana na mpango wa eneo husika.
5. Natanguliza shukrani kwa ushirikiano na uatayari wako.

George Mukono  
Kny: **MKURUGENZI MTENDAJI**

**Nakala:**

Katibu wa Waziri,  
Wizara ya Ardhi, Nyumba na Maendeleo ya Mkazi, Mji wa Serikali Mtumba,  
S.L.P. 2908,  
**DODOMA**



JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS - MIPANGO NA UWEKEZAJI  
KITUO CHA UWEKEZAJI TANZANIA (TIC)



*Unapojibu tafadhali taja :*

Kumb.Na.CA.148/234/011/161

Juni 25, 2025

Katibu Mkuu,  
Wizara ya Ardhi, Nyumba na Maendeleo ya Mkazi,  
Mji wa Serikali Mtumba,  
S.L.P. 2908,  
**DODOMA**

**Yah: MAOMBI YA MGAWANYO WA ARDHI**

Tafadhali husika na mada hapo juu.

2. Kituo cha Uwekezaji Tanzania (TIC) kinapenda kuchukua nafasi hii kupongeza na kushukuru kwa jitihada na ushirikiano mkubwa ambao Wizara inaendelea kuutoa katika maendeleo ya uwekezaji, kwa kufanikisha umilikishwaji wa ardhi kwa ajili ya uwekezaji na hivyo basi kuchangia kwa kiasi kikubwa kuanzishwa kwa miradi yenye tija katika ukuaji wa Uchumi nchini.
3. Kufuatia ombi la mwekezaji Kampuni ya Brakes and Parts Limited kutoka jijini Arusha ambalo liliwasilishwa Wizarani kwa barua yenye Kumb.Na.CA.148/234/011/161 ya tarehe 21 Mei 2025, na mwekezaji kupatiwa eneo lenye ukubwa wa takribani ekari 10 katika eneo Coco Beach - Dar Es Salaam, Mwekezaji amewasilisha TIC ombi lake kwa Wizara kufanya mgawanyo mdogo wa eneo hilo kulingana na uwekezaji aliopanga kuufanya.
4. Aidha, Kampuni hiyo imeeleza kuwa mgawanyo huo utahusisha kuligawa eneo hilo katika viwanja vitatu; Kiwanja kimoja cha Ekari 8, na kingine katika viwanja viwili kwa ukubwa ambao Kamishna wa Ardhi ataona inafaa. Hivyo Kituo kinawasilisha ombi hili kwa Ofisi yako kwa ajili ya hatua stahiki.
5. Ninashukuru kwa ushirikiano wako.

James Maziku  
Kny: MKURUGENZI MTENDAJI

**THE LAND ACT NO. 4 OF 1999  
(as amended)  
SALE AGREEMENT**

**BETWEEN**

**BRAKES AND PARTS LIMITED**

**AND**

**PERIBO LIMITED**

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**IN RESPECT OF THE INTENDED PURCHASE OF THREE (3) PLOTS OF LAND  
MEASURING A TOTAL OF TEN POINT SIX (10.6) ACRES, COMPRISED UNDER  
CERTIFICATE OF TITLE NOS. DSMT1084116, DSMT1090246 and  
DSMT1084133, RESPECTIVELY MEASURING 4,309.43 SQM; 33,711 SQM AND  
4,824.15 SQM COMMONLY KNOWN AS PLOT NO. P50880; PLOT NO. 1806 AND  
P50878 RESPECTIVELY**

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**DRAWN BY:**

**The Parties Herein**

*Perib*

## SALE AGREEMENT

THIS SALE AGREEMENT is made this ..... day of..... 20....

### BETWEEN

**BRAKES AND PARTS LIMITED**, a Limited Liability Company registered under the Companies Act (Cap 212), Act No. 12 of 2002 of the Laws of The United Republic of Tanzania, P.O Box 32055, Dar es Salaam, Tanzania (hereinafter called the 'Vendor' which expression shall include and extend to persons deriving title under the purchaser his successor and assignees) of the one part;

### AND

**PERIBO LIMITED**, a Limited Liability Company duly incorporated under the Companies Act (Cap 212) Act No. 12 of Laws of The United Republic of Tanzania, with its registered office situated at Mwenge, Near Bamaga Bus Stop, Kinondoni, Dar es Salaam, Tanzania (hereinafter referred to as the 'Purchaser') which expression shall where the contexts so admits include its successors and assignees of the other part.

### PREAMBLE

A. **WHEREAS** the Vendor is the lawful owner of land measuring Ten point Six (10.6) acres comprised under three Certificates of Title, namely:

- Certificate of Title No. DSMT1084116 measuring 4,309.43 square meters and commonly known as Plot No. P50880;
- Certificate of Title No. DSMT1090246 measuring 33,711 square meters and commonly known as Plot No. 1806; and
- Certificate of Title No. DSMT1084133 measuring 4,824.15 square meters and commonly known as Plot No. P50878,

all situated at **Msasani Peninsula, Kinondoni, Dar es Salaam**, and registered under TISEZA as custodian for and on behalf of **Brakes and Parts Limited** (hereinafter referred to as "the Property").

B. **AND WHEREAS** the Vendor has considered and agreed to sell and transfer the said parcels of land measuring **Ten point Six (10.6) Acres** to the Purchaser and the Purchaser has agreed to purchase the said Land on terms and conditions as hereinafter appearing.

*Jul.*

**NOW THEREFORE, THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION.**

In this Agreement;

- 1.1 'Agreement' means this sale agreement and includes any amendments, appendices, addendums; or any other appendices and annexures agreed and duly signed and executed by the parties in accordance with the terms of this sale agreement.
- 1.2 'The Property' means the Land described in this Agreement, namely **Plot Numbers P50880; 1806 and P50878 measuring Ten point Six (10.6) acres in total.**
- 1.3 'The Purchaser' means **Peribo Limited.**
- 1.4 'The Purchase Price' means the agreed consideration for the parcel of land mentioned herein above at the sum of **United States Dollars Forty-Seven Million Seven hundred Thousand (USD 47,700,000.00) Only.**
- 1.5 'The Vendor' means **Brakes and Parts Limited.**
- 1.6 Words importing singular shall be construed as importing the plural and vice versa;
- 1.7 Words importing persons shall be construed as importing a corporate body and vice versa.
- 1.8 Any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee, agent or advisor of that party.

**2. CONSIDERATION**

- 2.1 The Purchaser shall pay the sum of **United States Dollars Four Million Five Hundred Thousand (USD 4,500,000.00) per acre**, amounting to a total Purchase Price of **United States Dollars Forty-Seven Million Seven hundred Thousand (USD 47,700,000.00) Only.** The Purchase Price shall be paid into the Vendor's Client Account maintained with Sakisa and Company Ltd on or before the **30<sup>th</sup> day of November, 2025.**
- 2.2 This Agreement shall be nullified and automatically terminate without further notice to the Purchaser should the payment not be made in accordance with Clause 2.1 hereinabove.

*lul.*

2.3 The Vendor's Clients account referenced in Clause 2.1 hereinabove, into which the Purchase Price shall be paid, is as follows:

**Account Name: SAKISA & COMPANY LTD**

**USD Account Number: 9120002363915**

**Stanbic Bank Tanzania Limited**

**Peninsular Branch**

**SWIFT Code: SBICTZTX**

### **3. APPROVAL OF SALE AND REGISTRATION OF OWNERSHIP**

3.1 This Agreement shall be subject to the approval of the Commissioner for Lands or any other appropriate authority thereby being granted for the proposed transfer.

3.2 If for any reason the said approval is not granted, then neither party shall have any claim for compensation and/or damages against the other and the parties here to revert to their *status quo* and shall make reciprocal refunds for any payments or other advantages received by either of them hereunder and in particular the said purchase price in full shall be refunded by the said Vendors to the Purchaser, except for expenses, taxes, legal fees and any bank charges already incurred.

### **4. ASSURANCE**

The parties hereto undertake to execute and do all such acts, deeds, assurances and things as may be necessary to perfect the intentions expressed or implied by this sale Agreement.

### **5. HANDING OVER**

5.1 The Vendors shall give the Purchaser vacant possession of the said property upon the fulfillment of conditions contained in this Agreement, or otherwise as agreed between the Parties.

5.2 The Vendors hereby undertakes to indemnify the Purchaser against any claim, loss or liability that may arise in respect of the said land, which is the subject matter of this Sale Agreement.

*Sub.*

## **6. ENTIRE AGREEMENT**

This sale agreement constitutes the entire agreement and understanding between the parties with respect to the sale and supersedes any previous agreements.

## **7. INVALIDITY**

7.1 If any term or provision in this sale agreement shall in whole or in part be held to any extent to be illegal, that term or provision or part shall to that extent be deemed not to form part of this sale agreement and the enforceability of the remainder of this sale agreement shall not be affected.

7.2 In the event of the above, the parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision to substitute the provision found to be void or unenforceable.

## **8. CONFIDENTIALITY**

Both parties to this sale agreement undertake to treat all information (whether written, oral, or electronic, or otherwise) arising from or in connection with this sale agreement as confidential between the parties and not to disclose it to third parties except as necessarily required in the normal course of their trade or business, and both parties acknowledge a duty of care to each other.

## **9. DISPUTE RESOLUTION**

Any dispute or difference between the parties to this sale agreement arising from or in connection with this sale agreement shall first be settled amicably by the parties, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [No. 2 of 2020] of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto. The decision of the Arbitrator shall be final and binding upon the parties and the parties hereby agree to be so bound by the decision of such arbitrator.

## **10. WARRANTIES**

10.1 The Vendor has no undisclosed debtors or creditors, no pledge, lien or other encumbrances on, or over the plot relating to this sale agreement and there is no agreement or arrangement to give or create any such encumbrance over the said plot.

*Lucl.*

10.2 The Vendor shall pay for all outstanding charges, taxes and land rent on the land up to the date of transfer.

10.3 For avoidance of doubt the Vendor shall only be responsible for the payment of the Capital Gains Tax in relation to this sale. All other taxes such as Stamp Duty, Registration Fees and Application/Approval fees shall be the obligation of the Purchaser.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the day and year hereinafter.

SIGNED and SEALED with the COMMON SEAL

of the said BRAKES AND PARTS LIMITED

and DELIVERED in our presence on this

..... day of ..... 20.....

Name: SIMON CHANA


Signature: 

Qualification: DIRECTOR.

Postal Address: 32055 DSM.



Name: KISAKA MUNZUA

Signature: 

Qualification: DIRECTOR

Postal Address: 32055 DSM.

SIGNED and SEALED with the COMMON SEAL

of the said PERIBO LIMITED

and DELIVERED in our presence on this

..... day of ..... 20.....



*luel.*

Name: Suleiman Fazi Juma  
Signature: Leul  
Qualification: DIRECTOR  
Postal Address: MICHENJAN ZANZIBAR

Name: Rizvan Gabriel Pintilie  
Signature: RMP  
Qualification: Director  
Postal Address: 27 Mafacu, Mafacu, AFM

Leul



THE UNITED REPUBLIC OF TANZANIA  
**CERTIFICATE OF OCCUPANCY**  
 THE LAND ACT, Cap 113  
 (Under Section 29)



Title Number: **DSMT1090246**

Date of Registration: **08-Oct-2025 [13:23]**

*Handwritten signature*

REGISTRAR OF TITLES

(08-Oct-2025)

Registered under section 27 of the Land Registration Act (Cap 334)

**I. REGISTERED OCCUPIER AND TENURE**

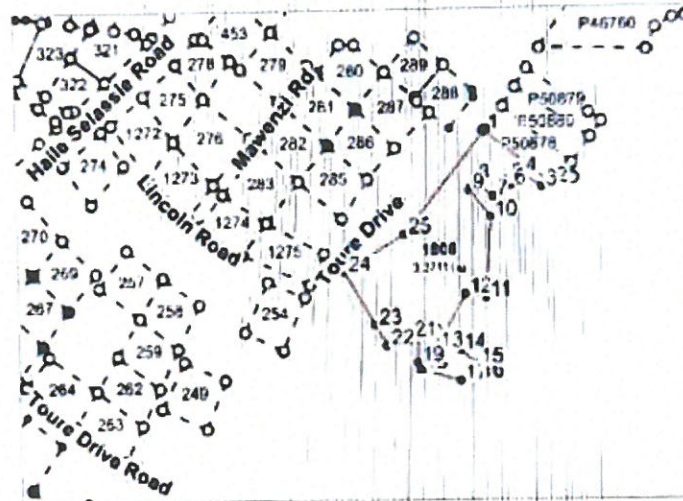
THIS IS TO CERTIFY that **TANZANIA INVESTMENT AND SPECIAL ECONOMIC ZONES AUTHORITY (TISEZA)** of P.O. BOX 938, Kinondoni, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **ninety nine (99) years** from the **first day of October two thousand and twenty five** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions

**II. DESCRIPTION OF THE PROPERTY**

District: Kinondoni  
 Location: MSASANI PENINSULA  
 Block:  
 Plot No.: 1806  
 Area: 33,711.00 Square Metres  
 Reg. Plan No.: 22585

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S		
	X	Y
1	531435.42	9252820.51
2	531528.56	9252749.98
3	531514.73	9252746.53
4	531488.00	9252764.26
5	531467.68	9252757.02
6	531472.34	9252749.09



**III. CONDITIONS OF THE RIGHT**

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for **Commercial (Retail and Wholesale)** purposes only. Use Group(s) and Use Class(es) **D (a); G (d), (e); W (a)**; as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

**IV. DISCLAIMER**



THE UNITED REPUBLIC OF TANZANIA  
**CERTIFICATE OF OCCUPANCY**  
 THE LAND ACT, Cap 113  
 (Under Section 29)



Title Number: **DSMT1004133**

Date of Registration: **14-Jul-2025 (15:59)**

*Handwritten signature*

**REGISTRAR OF TITLES**

(15-Jul-2025)

Registered under section 27 of the Land Registration Act (Cap 334).

**I. REGISTERED OCCUPIER AND TENURE**

THIS IS TO CERTIFY that **TANZANIA INVESTMENT CENTRE** of P.O. BOX 938, Ilala, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of ninety nine (99) years from the first day of July two thousand and twenty five according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

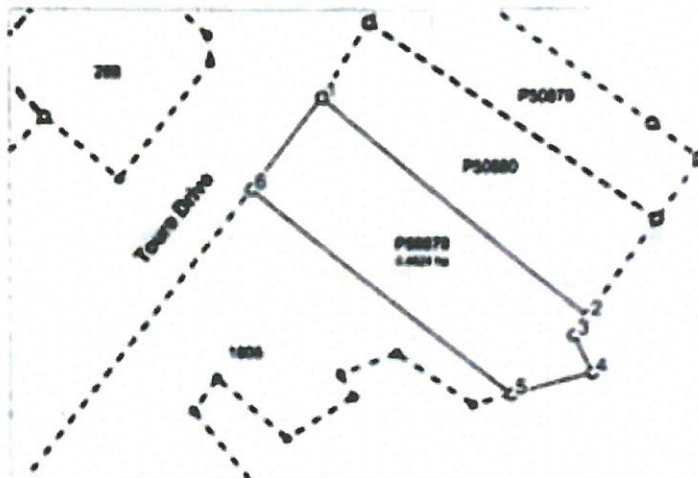
**II. DESCRIPTION OF THE PROPERTY**

District: **Kinondoni**  
 Location: **MSASANI PENINSULA**  
 Block: -  
 Plot No.: **P50078**  
 Area: **4,824.15 Square Metres**  
 Reg. Plan No.: **DSMS0041944**

Plot Reference Points (Part of):

**TAREF11 / UTM ZONE 37S**

	X	Y
1	531461.09	9252851.40
2	531555.18	9252776.99
3	531550.41	9252770.52
4	531556.87	9252757.50
5	531528.51	9252749.99
6	531435.63	9252820.55



**III. CONDITIONS OF THE RIGHT**

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for Residential purposes only. Use Group(s) and Use Class(es) A (a), (c); as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

**IV. DISCLAIMER**

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

GIVEN under my hand and my official seal the day and year first above written.

*Handwritten signature*

**COMMISSIONER FOR LANDS**  
 (14-Jul-2025)



THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

THE LAND ACT, Cap 113  
(Under Section 29)



Title Number: DSMT1004110

Date of Registration: 14-Jul-2025 [16:00]

*Johnstone*

REGISTRAR OF TITLES

(14-Jul-2025)

Registered under section 27 of the Land Registration Act (Cap 334).

**I. REGISTERED OCCUPIER AND TENURE**

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE of P.O. BOX 938, Ilala, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of ninety nine (99) years from the first day of July two thousand and twenty five according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

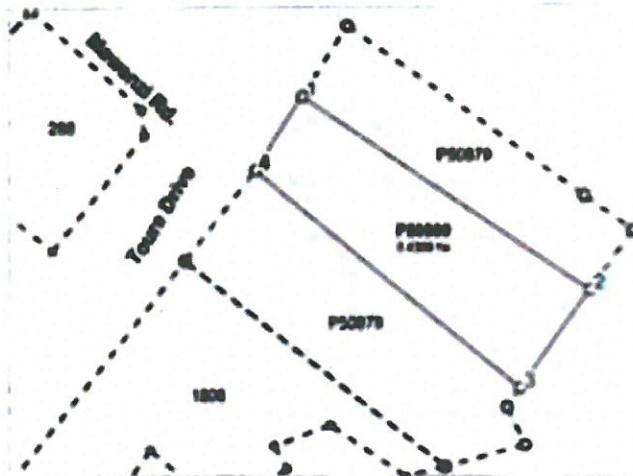
**II. DESCRIPTION OF THE PROPERTY**

District: Kinondoni  
Location: MSASANI PENINSULA  
Block: -  
Plot No.: P50880  
Area: 4,309.43 Square Metres  
Reg. Plan No.: DSMS0041944

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	531477.91	9252876.44
2	531579.72	9252810.26
3	531555.18	9252776.99
4	531461.09	9252851.40



**III. CONDITIONS OF THE RIGHT**

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
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GIVEN under my hand and my official seal the day and year first above written.

*[Signature]*

COMMISSIONER FOR LANDS  
(14-Jul-2025)

