

# AGREEMENT FOR SALE OF LAND

BETWEEN;

FELICHISIMI RAPHAELI MASSAE

AND,

ZAHARA VENTURES LTD

---

AGREEMENT FOR SALE OF LAND LOCATED AT  
MRAURAU KIMANGA HAMLET, KIDONDONI VILLAGE-  
CHALA WARD WITHIN ROMBO DISTRICT

---

**DRAWN BY:**

JUDCO ADVOCATES,

P.O.BOX 352, MKUU-ROMBO,

OPPOSITE ROMBO DISTRICT COURT

E-mail- [focusjulius@gmail.com](mailto:focusjulius@gmail.com)

MOBILE: 0752308743 & 0654 259298

## LAND SALE AGREEMENT

This agreement is made this 23<sup>rd</sup> day of July, 2025

### BETWEEN

**FELICHISIMI RAPHAELI MASSAE**, (as administrator of the Estate of the Late Raphael Masae) an adult of sound mind, and a resident of Mamsera within Rombo District at Kilimanjaro region in Tanzania with phone No. **0767 430183**, hereinafter referred to as the "**VENDOR**", a term that includes his heirs and legal representatives of one part;

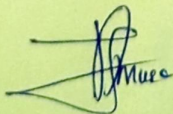
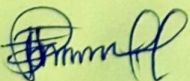
### AND

**ZAHARA VENTURES LTD** Limited Company duly Registered in Tanzania having its registration certificate with address of P.O. Box 1970, Dar es Salaam, hereinafter referred to as the "**PURCHASER**", a term that includes its heirs and legal representatives of the other part;

**WHEREAS** the VENDOR is the lawful owner of an *un-surveyed piece of land* located Mraurau Kimanga hamlet, at Kidondoni Village Chala Ward of within Rombo District, Kilimanjaro Region, with Ten point Eight (10.8) acres measurements bordered by **Waridi Kavosa Mallya** on northern side, **Baltazari Josephu urio** on the Eastern side, **Issa Anael Temba** on Western side and Kimanga Riverbed on Southern side having following coordinates:

- i. Pt 1 Easting 348598.222 Northing 9632006.564
- ii. Pt 2 Easting 348735.1391 Northing 9632039.6891
- iii. Pt 3 Easting 348846.3211 Northing 9632066.955
- iv. Pt 4 Easting 348897.7101 Northing 9632066.2449
- v. Pt 5 Easting 348900.453 Northing 9631994.1019
- vi. Pt 6 Easting 348843.081 Northing 9631969.654
- vii. Pt 7 Easting 348768.0489 Northing 9631924.76
- viii. Pt 8 Easting 348731.9619 Northing 9631899.627
- ix. Pt 9 Easting 348701.8539 Northing 9631870.1991
- x. Pt 10 Easting 348637.0398 Northing 9631803.1402
- xi. Pt 11 Easting 348593.4878 Northing 9631841.8962
- xii. Pt 12 Easting 348577.4459 Northing 9631927.7602
- xiii. Pt 13 Easting 348583.973 Northing 9631958.1382

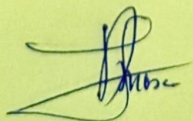
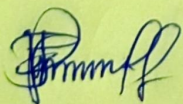
**WHEREAS** the VENDOR and the PURCHASER have voluntarily agreed that all previous presentations, agreements and or arrangements be superseded by terms and conditions contained herein.



**AND WHEREAS** the **VENDOR** and the **PURCHASER** have voluntarily agreed to be bound by the terms of this agreement;

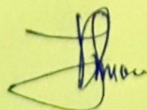
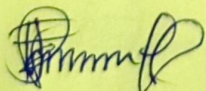
**NOW THIS AGREEMENT WITNESSETH THAT:**

1. The **VENDOR** has sold and the **PURCHASER** has agreed to purchase the said parcel of land described in this agreement at the total price of Tanzanian Shillings **70,200,000/=** Only whereas the amount of **TZS 7,000,000/=** has already been paid to the vendor;
2. That, the remaining amount shall be paid through Vendor's NMB bank account with **number 40410001260** bearing the names of the Vendor on the date of signing this agreement.
3. Upon receipt of the full purchase price as indicated in clause 1 above and the signing of this agreement, the said land along with any permanent structures on it shall lawfully belong to the **PURCHASER**, who shall have immediate possession and will also be responsible to contact appropriate authorities for the land to be transferred from village land to general land in accordance with the laws of the United Republic of Tanzania.
4. The **VENDOR** confirms that he is legally capable of disposing the land being he is the sole legal representative of one Raphel Masae (deceased) and other heirs has consented to the sale. He also confirms that the land is not under any legal encumbrance, has not been mortgaged to any person or financial institution prior to or at the time of this sale, is in his complete and undisputed possession and has no dispute whatsoever. So, the Vendor assures that he is legally empowered to transfer the land in favour of Purchaser.
5. The presence of this agreement signed by both parties and their witnesses serves as conclusive proof that the sale of the said land has been carried out with the free will of both parties and according to the agreed payment terms. Therefore, no further monetary claims from the **VENDOR** shall be accepted after signing this agreement.
6. The **VENDOR** and the **PURCHASER** agree that the **PURCHASER** shall be entitled to compensation of **the purchase price** paid under this agreement if it is proven at any time that the **VENDOR** provided false information regarding ownership or the legal right to sell the said land and all other facts stated in paragraph 4 above, leading the **PURCHASER** to enter into this



agreement. Furthermore, in addition to returning the amount received, the **VENDOR** shall compensate the **PURCHASER** in for the actual value of any developments or improvements made on the land by the **PURCHASER**.

7. The **VENDOR** and other heirs commit to ensuring that the **PURCHASER's** possession, obtained through this agreement, is fully protected and they shall offer full cooperation in case of any disputes regarding ownership or the actual boundaries of the land covered in this agreement.
8. The **PURCHASER** confirms that he has had the opportunity to inspect the boundaries and size of the land being purchased and therefore shall not raise any claims regarding the size of the land, except that he reserves the right to demand the **restoration** of the original boundaries as established during the purchase, should any boundary dispute arise.
9. In case any part of this agreement is declared void by any authority having power under the law the remaining part shall have full force and effect as if no anything has happened. If by any action of any Authority, where any partial or full land specified under this agreement is reversed to the Vendor, the Purchaser shall at that time be entitled to be refunded by the Vendor for the value of that land area which is being sold under this agreement.
10. The Vendor acknowledges and agrees that the Purchaser, Zahara Ventures Ltd, shall acquire the non-surveyed land described herein from the Vendor. Following completion of this transaction, the Purchaser will have to go to land offices within the locality and latter to Tanzania Investment Centre (TIC) to initiate and undertake the process of converting the said land to general land in accordance with the applicable laws and regulations of the United Republic of Tanzania. Upon completion of such conversion and the issuance of a Certificate of Title in respect of the said land, TIC shall grant derivative rights over the land to Zahara Ventures Ltd in accordance with the provisions of the Tanzania Investment Act and other relevant laws.
11. Any dispute concerning this agreement between the involved parties shall first be resolved through **peaceful negotiations** before being taken to competent legal authorities in accordance with Tanzanian laws.
12. "This Agreement is written in English and translated into Kiswahili; it shall be interpreted and governed by the laws of the United Republic of Tanzania. In the event of any ambiguity or discrepancy in translation, the English version of the Agreement shall prevail."



IN WITNESS WHEREOF, both parties and their witnesses have hereunto set their hands as indicated below on this agreement.

SIGNED and DELIVERED at Rombo by the said FELICHISIMI RAPHAELI MASSAE who is known to me personally/identified to me by \_\_\_ the being latter known to me personally this 23<sup>rd</sup> day of July, 2025.



VENDOR



WITNESSES FOR THE VENDOR

1. Name: FELIX RAPHAEL MASSAE

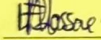
Signature: 

Relation: BROTHER/HEIR

Statement: I have witnessed and consented to the land transaction described in this agreement.



2. Name: EUDOSIA RAPHAEL MASSAWE

Signature: 

Relation: SISTER/HEIR

Statement: I have witnessed and consented to the land transaction described in this agreement.



3. Name: DOMINA RAPHAEL SAMA

Signature: 

Relation: VENDOR'S MOTHER

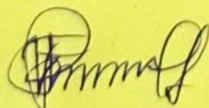
Statement: I have witnessed and consented the land transaction described in this agreement and confirm it is lawful.

4. Name: WARIDI KAVOSA MALLYA

Signature: \_\_\_\_\_

Relation: NEIGHBOUR

Statement: I have witnessed and consented to the land transaction described in this agreement.



5. Name: ISSA ANAEL TEMBA

Signature: \_\_\_\_\_

Relation: NEIGHBOUR

Statement: I have witnessed and consented to the land transaction described in this agreement.

6. Name: BALTAZARI JOSEPHU URIO

Signature: Bio

Relation: NEIGHBOUR

BEFORE ME:

NAME: Julius Damas Focus

SIGNATURE: [Signature]

ADDRESS: 352, MKUU-ROMBO

QUALIFICATION: NOTARY PUBLIC & COMMISSIONER FOR OATHS



SEALED and STAMPED at Rombo by the Company stamp of ZAHARA VENTURES LTD who is known to me /identified to me by V. RATHEE the latter being known to me personally this 23<sup>rd</sup> day of July, 2025.



PURCHASER'S STAMP

WITNESSES OF THE PURCHASER

1. Name: VIVEK RATHEE

Signature: [Signature]

Position: DIRECTOR

2. Name: ABHINAV SAHRAWAT

Signature: [Signature]

Position: DIRECTOR

LOCAL GOVERNMENT OFFICES

1. NAME: PROTAS GERVAZ KIMARO

SIGNATURE: [Signature]

POSITION: VILLAGE CHAIRMAN

[Signature]

2. NAME: RASHIDI RAMADHANI MFINANGA

SIGNATURE: 

POSITION: WARD EXECUTIVE OFFICER

**AFISA MTENDAJI**  
**(ATA YA CHAL)**

BEFORE ME:

NAME: Julius Damas Focus

SIGNATURE: 

ADDRESS: 352, MKUU-ROMBO

QUALIFICATION: NOTARY PUBLIC & COMMISSIONER FOR OATHS



