

UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(ACT NO.4 OF 1999)

SALE AGREEMENT

(Under section 64)

This contract for sale is made on this 2nd of December, 2025

BETWEEN

CAROLINE EUGENE KILIWA and WILFRED EUGENE KILIWA (as legal personal representative of Eugen Barnabas Kiliwa), of P.O Box 3480 (hereinafter referred to as "the Vendor") which expression shall include wherever applicable, his legal representative Agent, heirs and assigns of the one part,

AND

M/S EVEREST BIULD LIMITED a Limited Company duly Registered in Tanzania having its registration certificate with company No 185575632 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 the property situated and known as CT NO.27318, PLOT NO. 53, BLOCK "A" MIKOCHENI AREA"IN KINONDONI MUNICIPALITY, DAR ES SALAAM CITY (hereinafter referred to as "the property").

AND WHEREAS, the Vendor is desirous of disposing off the said property to the Purchaser and the Purchaser is willing and able to buy the said property at the agreed price of FOUR HUNDRED AND TWENTY MILLION (TSHS. 420,000,000/=) only hereinafter referred as "the purchase price" on the terms and conditions hereinafter appears.

IT IS HEREBY agreed as follows:

1. That the Vendors will sell and the purchaser will buy the above mentioned property at the consideration of FOUR HUNDRED AND TWENTY MILLION (TSHS. 420,000,000/=) only subject to the covenants hereinafter stipulated otherwise free from encumbrances whatsoever.
2. The purchase price shall be paid in two installments:
 - (a) That the Payment of Tanzania Shillings FOUR HUNDRED AND TWENTY MILLION (TSHS. 420,000,000/=) only, shall be paid upon signing of this said agreement.
 - (b) That this amount shall be paid into a joint account with names WILFRED KILIWA/CAROLINE KILIWA, NMB BANK MBEZI BRANCH ACC NO :23110032132
3. That the Vendor shall deliver vacant possession of the property to the Purchaser upon full payment of the purchase price and not otherwise.
4. The vendor shall deposit the original title deed, signed transfer deed, Application for Approval of Disposition and Notification of Disposition and other documents and receipts related to the Advocate who attested this agreement and the same shall be surrendered to the Purchaser by the Vendor upon payment in full of the agreed purchase price.

...endeavor to seek the consent of the Commissioner for Lands or any officer dully authorized on his behalf for the disposition of this property, refusal of which the parties will revert to their original position and any monies deposited or paid by purchaser to the Vendor shall be refunded to the Purchaser.

- 6. Without prejudice to the generality of the above or any other aforementioned obligation each party shall endeavor to perform the above terms and conditions of the agreement and in case there is breach of the terms of the agreement the party in default will be exposed and subjected to liability and consequences for the breach.
- 7. The Purchaser shall bear and pay Legal Fees, consent fee, stamp duty, registration fee, Capital Gain Tax and other expenses arising out and or incidental to preparation and completion of this agreement.
- 8. This Agreement shall be construed in accordance with the laws of United Republic of Tanzania.

IN WITNESS WHEREOF the parties have duly executed these presents in the manner herein below appearing.


SIGNED and DELIVERED by the Said
CAROLINE EUGENE KILIWA (as legal personal
 representative of Eugen Barnabas Kiliwa)
 who is known to
 Personally / identified to me by.....
 the latter being known to me personally in my
 presence this 21st day of Dec..... 2025



 VENDOR



Witnesses:

SIGNATURE: 
 POSTAL ADDRESS: 1970 Dsm
 QUALIFICATION: Advocate




SIGNED and DELIVERED by the Said
WILFRED EUGENE KILIWA (as legal personal
 representative of Eugen Barnabas Kiliwa)
 who is known to
 Personally / identified to me by.....
 the latter being known to me personally in my
 presence this 21st day of Dec..... 2025



 VENDOR



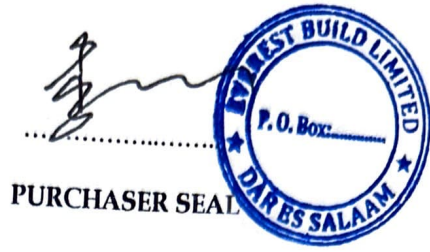
Witnesses:

SIGNATURE: 
 POSTAL ADDRESS: 1970 Dsm
 QUALIFICATION: Advocate



SEALED with COMMON SEAL of
M/S EVEREST BUILD LIMITED

This 3rd day of December 2025



In the presence of:

NAME: Maiko Oloju
SIGNATURE: [Signature]
POSTAL ADDRESS: 192 Dar es Salaam
DESIGNATION: Advocate



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



Title Number: 27318

Date of Registration: 28-Nov-2025 [11:24]

REGISTRAR OF TITLES
(28-Nov-2025)

Registered under section 35 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

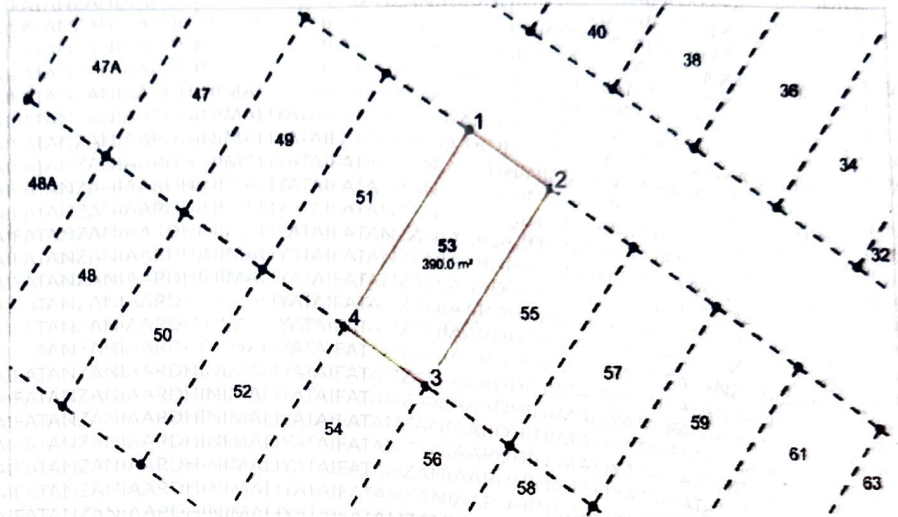
THIS IS TO CERTIFY that **WILFRED EUGENE KILIWA** as a legal personal Representative of Eugen Barnabas Kiliwa (Deceased), P.O. BOX 3480, Dar es salaam, Dar es Salaam and **CAROLINE EUGENE KILIWA** as a legal personal Representative of Eugen Barnabas Kiliwa (Deceased), P.O. BOX 3480, Dar es salaam, Dar es Salaam (hereinafter called "the Occupier") are 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 **sixty six (66) years** from the **first day of July two thousand and fourteen** 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: MIKOCHENI
Block: A
Plot No.: 53
Area: 390.00 Square Metres
Reg. Plan No.: 16229

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S		
	X	Y
1	526954.81	9252769.98
2	526965.45	9252762.65
3	526948.67	9252737.75
4	526938.01	9252745.19



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), Residential purposes only**. Use Group(s) and Use Class(es) **B (b), (d)**; 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.

COMMISSIONER FOR LANDS
(28-Nov-2025)

