



JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA WILAYA MVOMERO



Unapojibu tafadhali taja:

Kumb. Na. MVDC/A.01/108

05/08/2025

Director General,
Tanzania Investment and Special Economic Zones Authority,
S.L.P 938,
DAR ES SALAAM

**YAH: SHAMBA NAMBARI 319&320 KATIKA ENEO LA WAMI LUHINDO WILAYA
YA MVOMERO MKOA WA MOROGORO**

Tafadhali husika na Kichwa cha habari hapo juu.

Shamba tajwa hapo juu lilikuwa linamilikiwa na Ndg. JUMA MAFTAHA MASUDI wa S.L.P 1236, Morogoro kupitia hati yenye C.T. Na. 52794 na L.O. Na. 188820 kwa miaka thelathini na tatu (33) kuanzia tarehe 01-07-2001. Baadaye, mmiliki huyu ameuza shamba hili kwa kampuni ya TANZMORO DISTILLERY COMPANY LIMITED ya S.L.P 67302 Morogoro ambao wameomba kubadilisha umiliki wa shamba husika.

TANZMORO DISTILLERY COMPANY LIMITED wamewasilisha nyaraka muhimu za mauziano hayo ikiwa ni pamoja na mikataba, Hati miliki, na nyaraka zingine stahiki kwa ajili ya kufanya mabadiliko ya umiliki. Hata hivyo, kwa kuwa kampuni iliyonunua shamba hili ni ya kigeni tunaita kwako ili uitambue na kutoa kibali cha kuendelea na mabadiliko haya kama ilivyoelekezwa katika sheria ya Ardhi Na. 4 ya mwaka 1999.

Naomba kuwasilisha kwa utekelezaji.

Asante.


.....
Charles M. Wandwi
Kny. MKURUGENZI MTENDAJI
MVOMERO

AGREEMENT FOR SALE OF PROPERTY

FARM NOS. 319 AND 320, MOROGORO DISTRICT, WAMI LUHINDO,
CERTIFICATE OF TITLE NO. 52794

BETWEEN

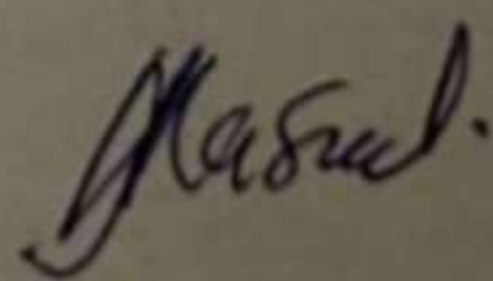
JUMA MAFTAHA MASUDI

AND

TANZMORO DISTILLERY COMPANY LIMITED

DATED 18th JULY 2025

DRAWN BY
THE PARTIES



AGREEMENT

THIS AGREEMENT FOR SALE OF PROPERTY is made this 18th DAY OF JULY 2025 (the "Agreement") between JUMA MAFTAHA MASUDI, a natural person of P. O Box 1236, Morogoro, Tanzania, or his assignee (the "Vendor") and TANZMORO DISTILLERY COMPANY LIMITED, a limited liability company established and registered under the laws of the United Republic of Tanzania, P. O Box 67302, Morogoro, Tanzania (the "Purchaser").

RECITALS

WHEREAS, the Vendor is the registered owner of the right of occupancy, all developments and fixtures on the property located at Farm Nos. 319 and 320, Morogoro District, Wami Luhindo, Certificate of Title No. 52794, ("the Property");

WHEREAS, the Vendor is desirous of disposing of the Property.

WHEREAS, the Purchaser is able and desirous of purchasing the Property from the Vendor.

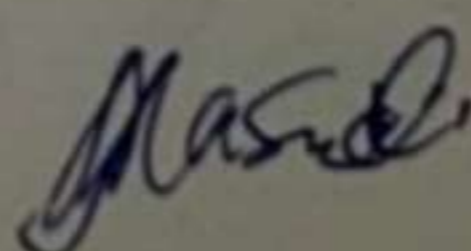
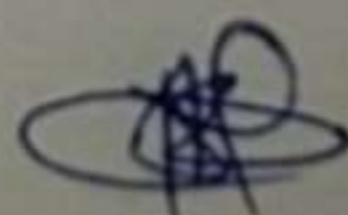
NOW, THEREFORE, the Vendor and the Purchaser, (each a "Party" and collectively, the "Parties") in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, agree as follows:

PART 1: INTRODUCTION

1. Definitions

Whenever used in this Agreement, unless the context shall otherwise require, terms defined herein shall have the meanings assigned to them. As used in the Agreement, the following terms have the meanings specified below.

- 1.1 "Buyer/ Purchaser" means TANZMORO DISTILLERY COMPANY LIMITED.
- 1.2 "Completion Date" means two months from the date of execution of this Agreement, or such extension as shall be agreed by the Parties from time to time.
- 1.3 "Execution Date" means on or before 18th July 2025.
- 1.4 "Government Authorities" mean all relevant government authorities including the Tanzania Investment Centre, including its successor



agency and the office of the Commissioner of Lands and the office of the Registrar of Titles.

- 1.5 "Payment Dates" means dates for payment of the Purchase Price as agreed in this Agreement.
- 1.6 "Property" means Farm Nos. 319 and 320, Morogoro District, Wami Luhindo, Certificate of Title No. 52794.
- 1.7 "Purchase Price" means the sum of TZS 250,000,000 (Tanzania Shillings Two Hundred Fifty Million) being the agreed consideration for purchase of the Property paid in two instalments, payable in accordance with clause 1.9.
- 1.8 "Seller/ Vendor" means JUMA MAFTAHA MASUDI.
- 1.9 "Payment Terms" means payment terms as agreed between the Parties as follows, time being of the essence:

Upon execution of this Agreement, the Buyer or the Buyer's representatives shall within 48 hours after the Execution Date, pay to the Seller's order the first tranche of the Purchase Price. Payment shall be made to the Seller's notified bank account.		TZS 187,500,000
Upon receipt of the Derivative Title duly registered in the name of the Purchaser, the Purchaser shall on the same day, pay to the Vendor the second tranche of the Purchase Price. Payment shall be made to the Seller's notified bank account.		TZS 62,500,000
TOTAL		TZS 250,000,000



2. Interpretation

In this Agreement,

- 2.1 any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 2.2 references to any Party or any other person shall be construed so as to include its or their successors in title, permitted assigns and permitted transferees;
- 2.3 headings are inserted for convenience only and shall not affect its construction;
- 2.4 any words and expressions used as a defined term in this Agreement shall have the same meanings as are respectively assigned to them in clause 1 above;
- 2.5 a reference to any statute or statutory provision is a reference to that statute or statutory provision (including any subordinate legislation made under that statute or statutory provision) as from time to time amended, extended or re-enacted;
- 2.6 a reference to a document or instrument includes the document or instrument as novated, amended, supplemented or replaced from time to time;
- 2.7 a reference to one gender shall include a reference to the other genders;
- 2.8 words in the singular shall include the plural and vice versa; and
- 2.9 a reference to writing or written includes fax and email.

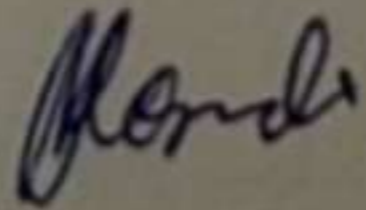
PART 2: TERMS AND CONDITIONS OF SALE

3. Consideration.

3.1 The Purchaser shall ensure that the Purchase Price is paid in accordance with the Payment Terms described in clause 1.9 of this Agreement. The Purchase Price shall be paid, without any deductions or charges whatsoever, save for Capital Gains Tax, on the Payment Dates.

3.1.1 The Purchaser undertakes to provide the Vendor a copy of proof of transfer of funds.

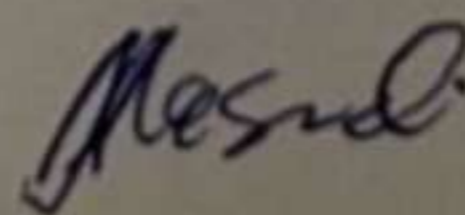
3.1.2 All taxes, fees and charges in whatever manner described, save for Capital Gains Tax, shall be paid by the Purchaser.



- 3.1.3 For the avoidance of doubt, all costs related to obtaining consent to transfer, valuation charges and transfer fees shall be paid by the Purchaser.
- 3.2 Prior to payment of the Purchase Price, the Vendor and the Purchaser's representatives shall present the original Certificate of the Title for the Property to the office of the Registrar of Titles in Morogoro for verification.
- 3.3 Upon payment of the first tranche of the Purchase Price, the Vendor shall immediately hand over the Certificate of the Title for the Property to the Purchaser.
- 3.4 The final tranche of the Purchase Price shall be paid to the Vendor upon Purchaser receiving a Derivative Title for the Property from the relevant Government Authorities.

4. Representations, Warranties & Covenants

- 4.1 **Organization**, the Purchaser is a corporation, duly incorporated, validly existing and in good standing under the laws of the United Republic of Tanzania and has full corporate power and authority to conduct business.
- 4.2 **Corporate Authority**, the Purchaser has full power and authority to execute, deliver and perform this Agreement which has been duly authorized and approved by all necessary and proper corporate action and this Agreement is valid and legally binding on the Purchaser and is enforceable in accordance with its terms.
- 4.3 **Time is of the Essence**, time being of the essence, the Parties undertake to abide by all the timelines agreed and indicated in this Agreement.
- 4.4 **Costs and Expenses**, each Party shall bear its costs and expenses incurred in the preparation and execution of this Agreement.
- 4.5 **Ownership**, the Vendor warrants that he has good title to the Property and that such title shall subsist until such date when a Derivative Title is registered in the name of the Purchaser.
- 4.6 **Vacant Possession**, the Vendor warrants that he will deliver vacant possession to the Purchaser on the date of execution of this Agreement.
- 4.7 **Encumbrances**, the Vendor warrants that the Property is not encumbered with any charges or third-party interests and if any encumbrances arise after the date of execution of this Agreement, such encumbrances shall be vacated and resolved by the Vendor.
- 4.8 **Change of Use and Derivative Title**, The Vendor and the Purchaser shall work jointly to ensure that the Certificate of Title is surrendered



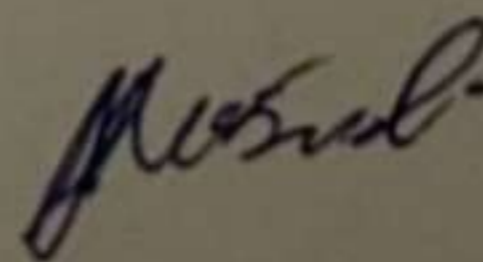
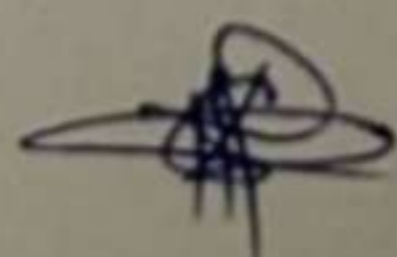
to the relevant Government Authorities, the land use is changed to industrial use and a Derivative Title is registered in the name of the Purchaser before the Completion Date.

5. Variation and Termination

- 5.1 **Variation.** The terms of this Agreement may be mutually varied by the Parties, provided always that such variation shall be in writing and shall be duly executed by both Parties.
- 5.2 **Termination.** Notwithstanding anything herein to the contrary, should the Purchaser fail to pay the full Purchase Price on the Payment Dates, or the Parties fail to fulfil the warranties in clause 4 above, this Agreement shall terminate forthwith.

6. Miscellaneous

- 6.1 **Applicable Law.** This Agreement shall be construed and governed in all respects by the Laws of the United Republic of Tanzania.
- 6.2 **Enforceability.** This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- 6.3 **Severability.** Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.
- 6.4 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral and written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.
- 6.5 **Fulfilment of Terms.** This Agreement is subject to the strict fulfilment of all warranties, terms and conditions stated in the Agreement by the relevant Parties, including payments being made in a timely manner, time being of the essence.
- 6.6 **Dispute Resolution.** Should any attempts to resolve disputes through mediation fail, all disputes arising from this Agreement shall be resolved by the High Court of the United Republic of Tanzania.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR SIGNATURES/SEALS ON THE DATES INDICATED BELOW:

SEALED with the common seal of the said)
TANZMORO DISTILLERY COMPANY LIMITED)
DELIVERED at Dar es Salaam in our presence)
this 18 day of 07, 2025)

Name: NABOIT KUBIMA

Signature: [Handwritten Signature]

Address: DAR ES SALAAM

Qualification: Director



Name: _____

Signature: _____

Address: DAR ES SALAAM

Qualification: Director



SIGNED and DELIVERED by the said)
JUMA MAFTAHA MASUDI)
who is ~~known to me personally~~ / identified to me by)
SALWA MOHAMMED

the latter being known to me personally
this 18 day of 07 2025

[Handwritten Signature]

SIGNATURE

Name: GERALDINA PAUL

Signature: [Handwritten Signature]

Address: DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS/ NOTARY PUBLIC



TANZANIA

Land Form 44 - 23A.

THE LAND ACT NO. 7 OF 1999

CERTIFICATE OF OCCUPANCY

(Under Section 29)

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 52794

Land Office Number: 188820

Land: FARM NOS. 319 and 320 AT WAMI LUHINDO MOROGORO DISTRICT.

Term: THIRTY THREE YEARS.

TITLE No. 52794

REGISTERED 18-6-2002

At 1.00 P.M

Senior Asst. Registrar of Titles



Land Form 23.

TANZANIA STAMP DUTY ACT,

Stamp Duty Shs. 100/-

and Revenue Receipt No. B/534525

of 17-7-2001

Stamp Duty Officer

L. O. NO. 188820.

MGD/LD/2.

TANZANIA STAMP DUTY ACT,

Stamp Duty Shs. 290/-

original Receipt No. B/534525

17-7-2001

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
(under Section 29)

The 22nd day of August Two thousand
and one

TITLE NO. 52794

THIS IS TO CERTIFY that JUMA MAFTAHA MASUDI, of P. O. Box 1236, MOROGORO; (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") over the Land described in the Schedule hereto (hereinafter called "the Land") for a term of Thirty three years from the first day of July, Two thousand and one according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2002, shall thereafter pay rent of Shillings Six thousand (Shs. 6,000/=) only a year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2011, 2021 and 2031 or within three years thereafter in each case.

2. The land shall be solely used for AGRICULTURAL and PASTORAL Purposes Only.

3. The Occupier shall further:-

- (a) Demarcate the boundaries of the land to the satisfaction of the Morogoro District Council (hereinafter called "the Authority") and thereafter so maintain such demarcations that the boundaries are always easily identifiable.
- (b) Do everything necessary to protect soil and preserve soil fertility and prevent soil erosion on the land and cultivate the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the Director of Agriculture to achieve such objectives.

- (c) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons shall have to be re-established at any time at the Occupier's expenses as assessed by the Director for Surveys and Mapping.
4. The Occupier shall not subdivide the land or assign, sublet or otherwise dispose it off or any part of it without the previous written consent of the Commissioner for Lands. Any person other than a servant or contractor of the Occupier shall be deemed to be subtenant for the purpose of this condition.
5. The said Right of Occupancy confers no water Right.
6. The President may revoke the Right for good cause.

SCHEDULE

All that Land known as Farm Nos. 319 and 320 at Wami Luhindo Morogoro District containing Eleven decimal point seven four three (11.743) Hactres shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered 33097 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal by Order of the Minister the day and the year first above written.

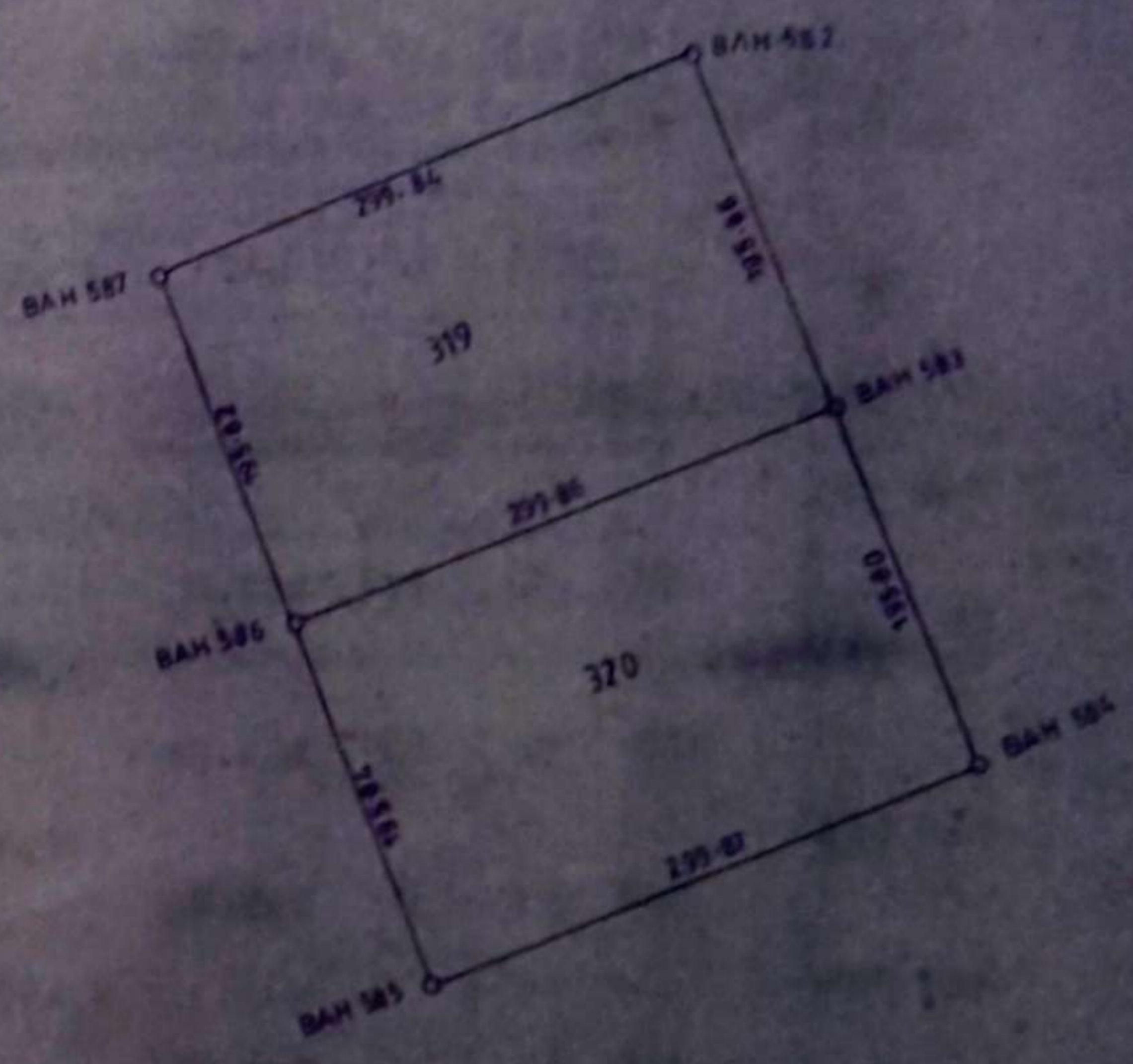



COMMISSIONER FOR LANDS.

MOROGORO DISTRICT



LOCATION WAMI LUHINDO
 BLOCK
 FARM 319 & 320
 PLOT No
 L.O. No 188820
 AREA 11.743 Ha



This plan prepared in accordance with Registrar's
 No. 33097 is approved for the purposes
 of the Land Registration Ordinance
 Director of Surveys and Mapping *[Signature]*
 Date 10-7-2001
 Survey and Mapping Division Ministry of Lands
 Housing and Urban Development Dar es Salaam

The issue of this plan implies no guarantee
 of title by the Government.

FARM NO. 319

BAH 582					2320015.663	9539.92
	158	51	50	195.84		
BAH 583					2319833.002	9610.541
	248	52	20	299.86		
BAH 586					2319724.916	9330.844
	338	52	0	195.81		
BAH 587					2319907.555	9260.246
	68	52	0	299.84		
BAH 582					2320015.663	9539.92

ARBA = 5.872 HA.

FARM NO. 320

BAH 583					2319833.002	9610.541
	158	51	50	195.8		
BAH 584					2319650.392	9681.139
"	248	51	50	195.78		
BAH 585					2319542.258	9401.447
	338	52	0	195.83		
BAH 586					2319724.916	9330.844
	248	52	20	299.86		
BAH 583					2319833.002	9610.541

ARBAe 5.871 Ha.

I, the within named JUMA MAFTAHA MASUDI hereby accept the terms and conditions contained in the following Certificate of Occupancy.

SIGNED and DELIVERED by the said JUMA MAFTAHA MASUDI who is known to me personally/~~identified to me~~ by-----
~~the latter being known to me personally in my presence this~~ 23rd
day of-----~~July~~-----2001

x *Masudi*

(Witness's)
(Signature).....*[Signature]*.....
(Postal Address) P.O. Box 5035,
.....MARRAKESH.....
(qualification).....ADVOCATE.....



LANG. ... CSALAM

DISCHARGED ON 11-4-2013

113699

Date of Receipt 22/4/07 time 12:56 PM

AT 11:29 AM

to AGRICULTURAL INPUTS TRUST

FUND OF P.O. BOX 3208/ DSM

TO SECURE TSMS 3,500,000/2

~~ASSI. Registrar & titles~~





JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA WILAYA MVOMERO



Unapojibu tafadhali taja:

Kumb. Na. MVDC/A.01/107

05/07/2025

Director General,
Tanzania Investment and Special Economic Zones Authority,
S.L.P 938,
DAR ES SALAAM

**YAH: SHAMBA NAMBARI 923 KATIKA ENEO LA WAMI LUHINDO WILAYA YA
MVOMERO MKOA WA MOROGORO**

Tafadhali husika na Kichwa cha habari hapo juu.

Shamba tajwa hapo juu lilikuwa linamilikiwa na Ndg. NURO JANMOHAMED NAZARMOHAMED wa S.L.P 460, Morogoro kupitia hati yenye C.T. Na. 163MGLR na L.O. Na. 721012 kwa miaka sitini na sita (66) kuanzia tarehe 01-07-2011. Baadaye, mmiliki huyu ameuzwa shamba hili kwa kampuni ya TANZMORO DISTILLERY COMPANY LIMITED ya S.L.P 67302 Morogoro ambao wameomba kubadilisha umiliki wa shamba husika.

TANZMORO DISTILLERY COMPANY LIMITED wamewasilisha nyaraka muhimu za mauziano hayo ikiwa ni pamoja na mikataba, Hati miliki, na nyaraka zingine stahiki kwa ajili ya kufanya mabadiliko ya umiliki. Hata hivyo, kwa kuwa kampuni iliyonunua shamba hili ni ya kigeni tunaita kwako ili uitambue na kutoa kibali cha kuendelea na mabadiliko haya kama ilivyoelekezwa katika sheria ya Ardhi Na. 4 ya mwaka 1999.

Naomba kuwasilisha kwa utekelezaji.

Asante.

.....
Charles M. Wandwi
Kny. MKURUGENZI MTENDAJI
MVOMERO

AGREEMENT FOR SALE OF PROPERTY

FARM NO. 923, MVOMERO DISTRICT, WAMI LUHINDO,
CERTIFICATE OF TITLE NO. 163 MGLR

BETWEEN


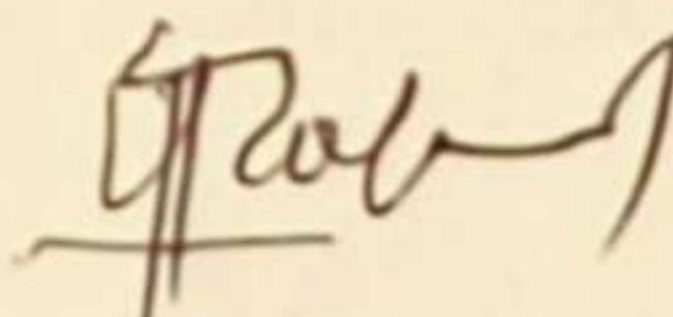
NURO JANMOHAMED NAZARMOHAMED

AND

TANZMORO DISTILLERY COMPANY LIMITED

DATED 15th JULY 2025

DRAWN BY
THE PARTIES

 
1

AGREEMENT

THIS AGREEMENT FOR SALE OF PROPERTY is made this 15th DAY OF JULY 2025 (the "Agreement") between NURO JANMOHAMED NAZARMOHAMED, a natural person of P. O Box 460, Morogoro, Tanzania, or his assignee (the "Vendor") and TANZMORO DISTILLERY COMPANY LIMITED, a limited liability company established and registered under the laws of the United Republic of Tanzania, P. O Box 67302, Morogoro, Tanzania (the "Purchaser").

RECITALS

WHEREAS, the Vendor is the registered owner of the right of occupancy, all developments and fixtures on the property located at Farm No. 923, Mvomero District, Wami Luhindo, Certificate of Title No. 163 MGLR, ("the Property");

WHEREAS, the Vendor is desirous of disposing of the Property.

WHEREAS, the Purchaser is able and desirous of purchasing the Property from the Vendor.

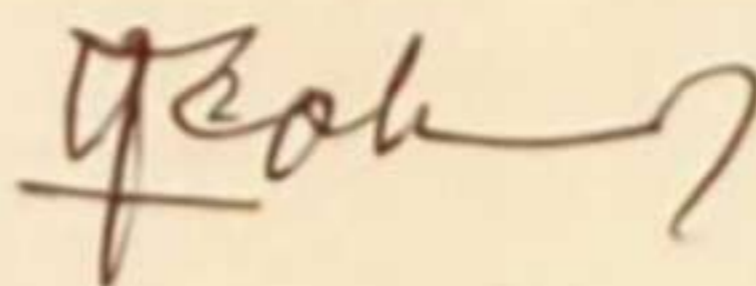
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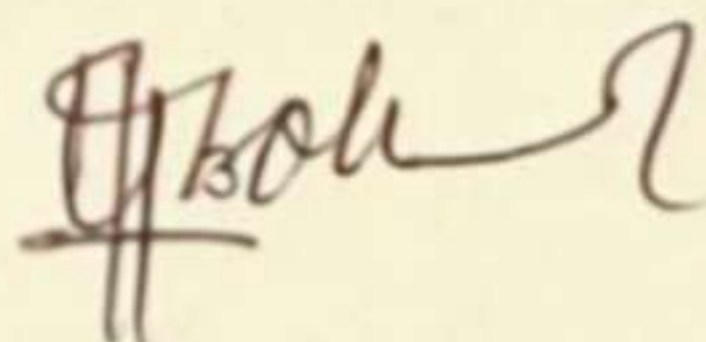
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- 1.4 "Government Authorities" mean all relevant government authorities including the Tanzania Investment Centre, including its successor



agency and the office of the Commissioner of Lands and the office of the Registrar of Titles.

- 1.5 "Payment Dates" means dates for payment of the Purchase Price as agreed in this Agreement.
- 1.6 "Property" means Farm No. 923, Mvomero District, Wami Luhindo, Certificate of Title No. 163 MGLR.
- 1.7 "Purchase Price" means the sum of TZS 310,000,000 (Tanzania Shillings Three Hundred Ten Million) being the agreed consideration for purchase of the Property paid in two equal instalments in accordance with clause 1.9.
- 1.8 "Seller/ Vendor" is NURO JANMOHAMED NAZARMOHAMED.
- 1.9 "Payment Terms" means payment terms as agreed between the Parties as follows, time being of the essence:

Upon execution of this Agreement, the Buyer or the Buyer's representatives shall within 48 hours after the Execution Date, pay to the Seller's order the first tranche of the Purchase Price. Payment shall be made to the Seller's notified bank account.		TZS 155,000,000
Upon receipt of the Derivative Title duly registered in the name of the Purchaser, the Purchaser shall on the same day, pay to the Vendor the second tranche of the Purchase Price. The payment shall be made to the Seller's notified bank account.		TZS 155,000,000
TOTAL		TZS 310,000,000



2. Interpretation

In this Agreement,

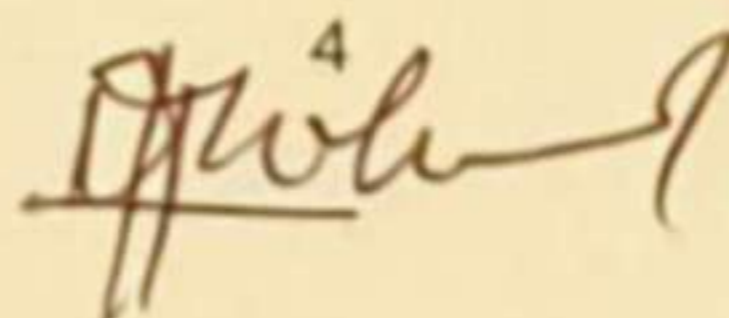
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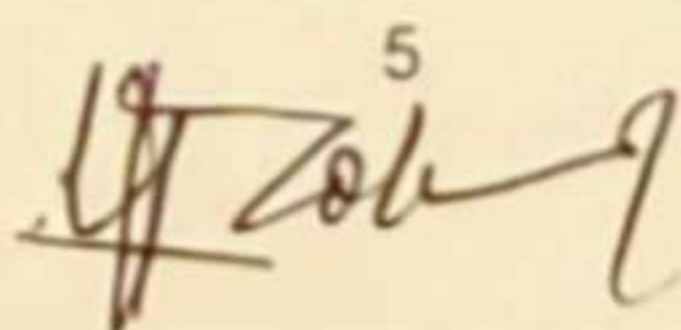


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- 3.1.3 For the avoidance of doubt, all costs related to obtaining consent to transfer, valuation charges and transfer fees shall be paid by the Purchaser.
- 3.2 Prior to payment of the first tranche of the Purchase Price, the Vendor and the Purchaser's representatives shall present the original Certificate of the Title for the Property to the office of the Registrar of Titles in Morogoro for verification.
- 3.3 Upon payment of the first tranche of the Purchase Price, the Vendor shall immediately hand over the Certificate of the Title for the Property to the Purchaser.
- 3.4 The final tranche of the Purchase Price shall be paid to the Vendor upon Purchaser receiving a Derivative Title for the Property from the relevant Government Authorities.

4. Representations, Warranties & Covenants

- 4.1 **Organization**, the Purchaser is a corporation, duly incorporated, validly existing and in good standing under the laws of the United Republic of Tanzania and has full corporate power and authority to conduct business.
- 4.2 **Corporate Authority**, the Purchaser has full power and authority to execute, deliver and perform this Agreement which has been duly authorized and approved by all necessary and proper corporate action and this Agreement is valid and legally binding on the Purchaser and is enforceable in accordance with its terms.
- 4.3 **Time is of the Essence**, time being of the essence, the Parties undertake to abide by all the timelines agreed and indicated in this Agreement.
- 4.4 **Costs and Expenses**, each Party shall bear its costs and expenses incurred in the preparation and execution of this Agreement.
- 4.5 **Ownership**, the Vendor warrants that he has good title to the Property and that such title shall subsist until such date when a Derivative Title is registered in the name of the Purchaser.
- 4.6 **Vacant Possession**, the Vendor warrants that he will deliver vacant possession to the Purchaser on the date of execution of this Agreement.
- 4.7 **Encumbrances**, the Vendor warrants that the Property is not encumbered with any charges or third-party interests and if any encumbrances arise after the date of execution of this Agreement, such encumbrances shall be vacated and resolved by the Vendor. In the event that the Vendor is unable to resolve such encumbrances before



5


the Completion Date, the Vendor shall reimburse 100% (One Hundred) percent of the first tranche of the Purchase Price paid by the Purchaser.

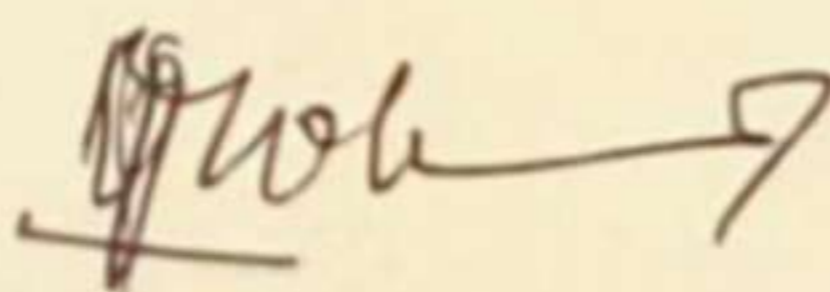
- 4.8 **Change of Use and Derivative Title.** The Vendor and the Purchaser shall work jointly to ensure that the Certificate of Title is surrendered to the relevant Government Authorities, the land use is changed to industrial use and a Derivative Title is registered in the name of the Purchaser before the Completion Date.
- 4.9 For the avoidance of doubt, in the event that the Purchaser cannot transfer the title in its name, for any reason other than reasons attributable to the Vendor, particularly as set out in clause 4.7 above, the Vendor shall reimburse 90% (ninety) percent of the first tranche of the Purchase Price paid by the Purchaser.
- 4.10 It is agreed that in the event of reimbursement of the first tranche of the Purchase Price paid by the Purchaser, under no circumstances shall the Vendor retain more than 10% (ten) percent of the first tranche of the Purchase Price paid by the Purchaser.

5. Variation and Termination

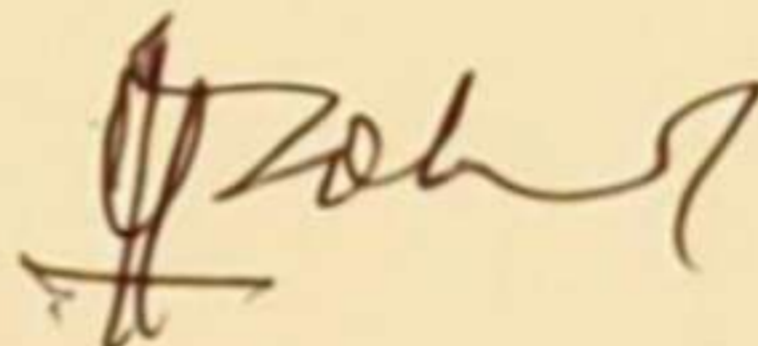
- 5.1 **Variation.** The terms of this Agreement may be mutually varied by the Parties, provided always that such variation shall be in writing and shall be duly executed by both Parties.
- 5.2 **Termination.** Notwithstanding anything herein to the contrary, should the Purchaser fail to pay the full Purchase Price on the Payment Dates, or the Parties fail to fulfil the warranties in clause 4 above, this Agreement shall terminate forthwith. All monies paid by the Purchaser to the Vendor shall be reimbursed within 24 hours of termination of this Agreement.

6. Miscellaneous

- 6.1 **Applicable Law.** This Agreement shall be construed and governed in all respects by the Laws of the United Republic of Tanzania.
- 6.2 **Enforceability.** This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- 6.3 **Severability.** Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.



- 6.4 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral and written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.
- 6.5 **Fulfilment of Terms.** This Agreement is subject to the strict fulfilment of all warranties, terms and conditions stated in the Agreement by the relevant Parties, including payments being made in a timely manner, time being of the essence.
- 6.6 **Dispute Resolution.** Should any attempts to resolve disputes through mediation fail, all disputes arising from this Agreement shall be resolved by the High Court of the United Republic of Tanzania.

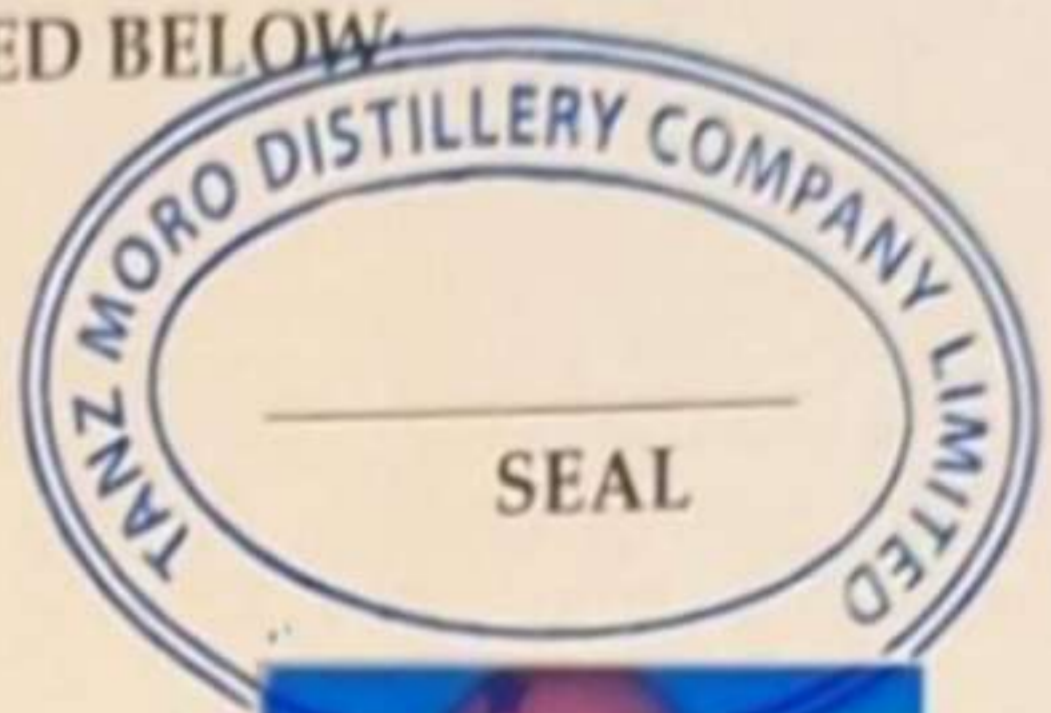
A handwritten signature in dark ink, consisting of several overlapping loops and a horizontal line at the bottom.A handwritten signature in dark ink, appearing to be a cursive name with a long horizontal stroke at the end.

relevant Parties, including payments being made in a timely manner, time being of the essence.

6.6 **Dispute Resolution.** Should any attempts to resolve disputes through mediation fail, all disputes arising from this Agreement shall be resolved by the High Court of the United Republic of Tanzania.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR SIGNATURES/SEALS ON THE DATES INDICATED BELOW:

SEALED with the common seal of the said)
TANZMORO DISTILLERY COMPANY LIMITED)
DELIVERED at Dar es Salaam in our presence)
this 15 day of July, 2025)



Name: Harith Kubima

Signature: [Handwritten Signature]

Address: DAR ES SALAAM

Qualification: Director



Name: _____

Signature: _____

Address: DAR ES SALAAM

Qualification: Director

SIGNED and DELIVERED by the said)
NURO JANMOHAMED NAZARMOHAMED)
who is known to me personally/identified to me by)
SALIM AHMED SHEIKH
the latter being known to me personally
this 15th day of JULY 2025

[Handwritten Signature]



Name: GERALDINA PAUL

Signature: [Handwritten Signature]

Address: DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS/ NOTARY PUBLIC



Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 163MGELR

Land Office Number: 721012

Land: ^{WAMI} FARM NO. 923 [^] LUHINDO IN MVOMERO DISTRICT

Term: SIXTY SIX YEARS

TITLE NO: 163 MGLR
 REGISTERED NO: 16.01.2020
 AT: 9:47 AM



Ministry of Lands and Housing
 of Titles

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 400/= Paid
 On Original Receipt Shs: 39080636 Form 23
 Of: 28/01/2011

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 100/= Paid
 Receipt No: 39080636
 Of: 28/01/2011

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 NO.4 OF 1999

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 163 MGLR
 L.O. No. 721012
 REF. No. MVDC/LD/923.

The 3rd day of January Two thousand and twenty

THIS IS TO CERTIFY that **NURO JANMOHAMED NAZARMOHAMED** of P.O. Box 460, **MOROGORO** (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Sixty six** years from the first day of **July, Two thousand and eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to regulations made there under and to any enactment in substitution there for or amendment thereof and to the following conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2019, shall there after pay rent of shillings **Thirty one thousand five hundred (31,500/=)** only a year in advance on the first day of July in every year of the term without any deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The land shall be used for **Farming purpose** only; Use Group 'R' use classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations 1960, as amended in 1993.
3. The Occupier shall:-
 - (a) Demarcate the boundaries of the land to the satisfaction of the **Mvomero District Council** (Hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable:-

LAND REVENUE ACT
REGISTRATION NO. _____
DATE _____
OFFICE _____

LAND REVENUE ACT
REGISTRATION NO. _____
DATE _____
OFFICE _____



(b) Do everything necessary to preserve the environment and protect the soil and preserve soil fertility and prevent soil erosion on the land and use the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.

(c) Be responsible for the protection of all beacons on the throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier expenses as assessed by the Authority responsible for Surveys and mapping

4. The following are the rights of the occupier:-

(a) The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.

(b) The Right shall confer no water rights.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner for lands.

6. The Occupier shall deliver to the Commissioner for Lands notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia taxes and dues prescribed in connection with the disposition.

7. The President may revoke the Right of Occupancy for good cause and or in the public interest.

MVOMERO DISTRICT

N

INSERT SHOWING DETAIL OF FARM

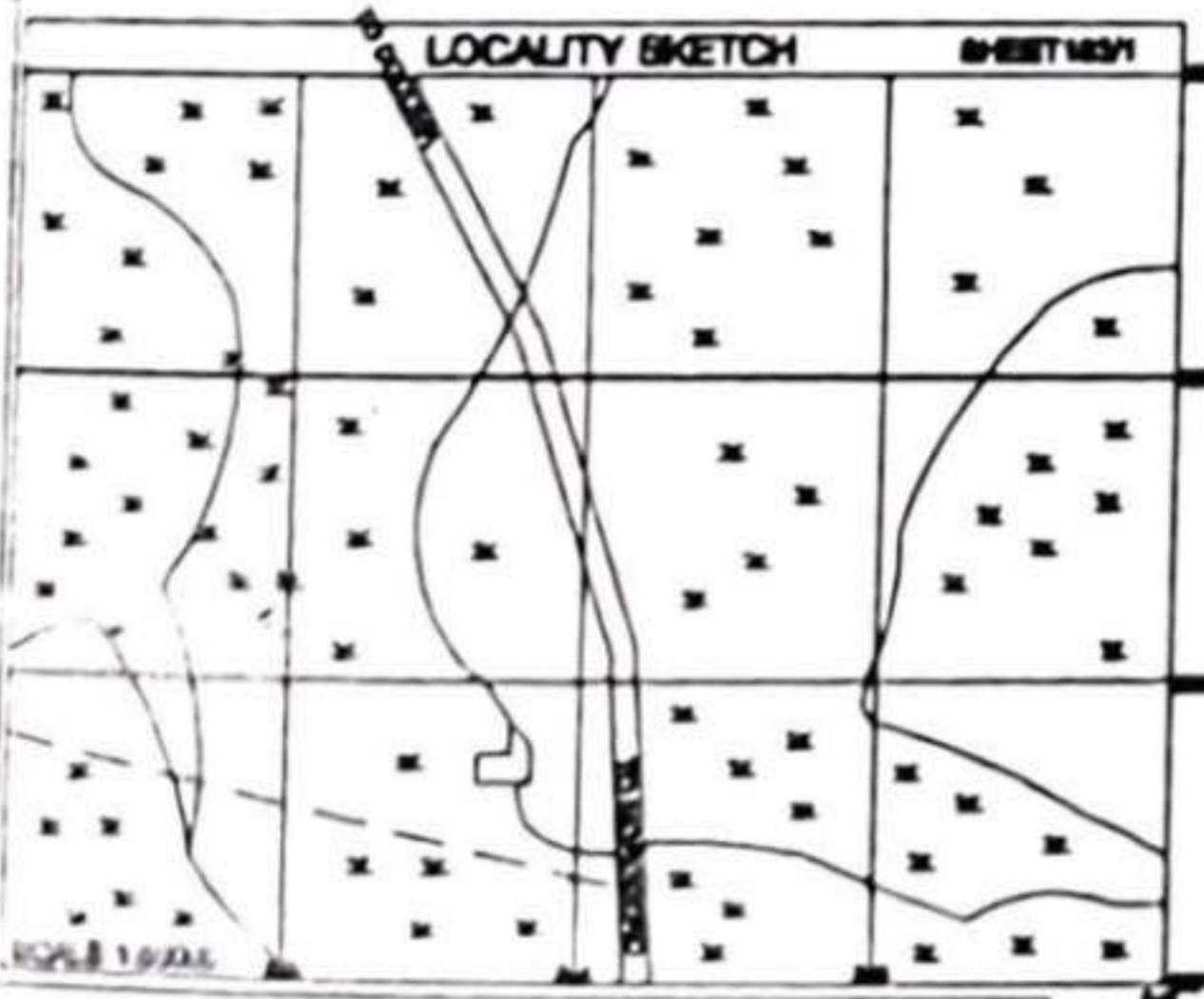
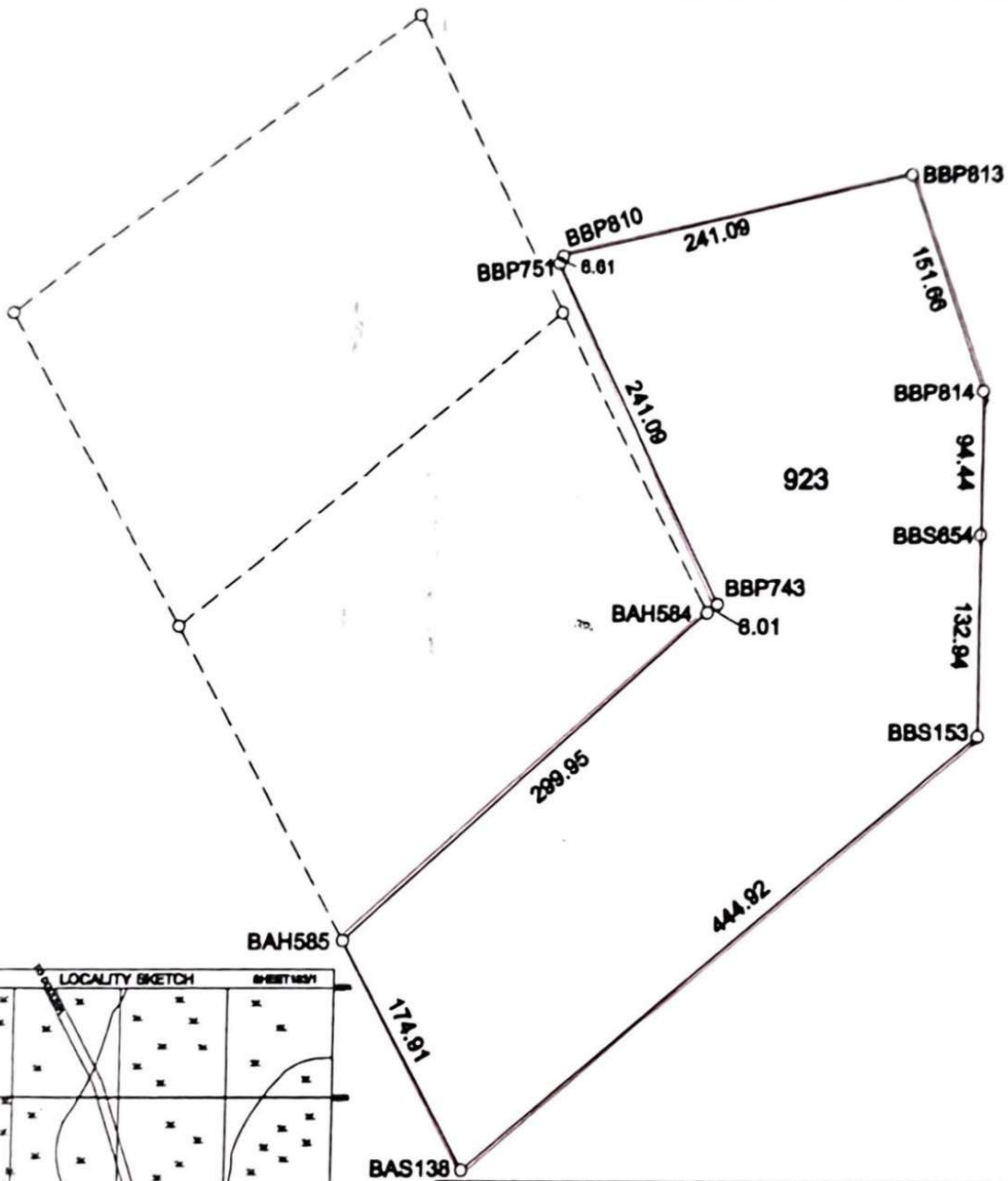
LOCALITY WAMI LUHINDO

BLOCK

FARM No 923

L. O. No 721014

AREA 12.59Ha



This plan prepared in accordance with Registered plan no. 82405 is approved for the purpose of the Land Registration ordinance:.....

Director of Survey and Mapping

Date 13/03/2019

Survey and Mapping Division Ministry of Land Housing Urban Development Dar es Salaam.

The issue of this plan implies no guarantee or admission of title by the government

COORDINATE LIST OF FARM

No. 923

STATION	DISTANCE	NORTHINGS	EASTINGS
BBP751		9276284.856	330415.783
	6.61		
BBP810		9276145.814	330866.804
	241.09		
BBP813		9275933.402	330771.454
	151.66		
BBP814		9276044.026	330414.787
	94.44		
BBS654		9276044.026	330414.787
	132.94		
BBS153		9276044.026	330414.787
	444.92		
BBS138		9276044.026	330414.787
	174.91		
BAH585		9276044.026	330414.787
	299.95		
BAN584		9276044.026	330414.787
	8.01		
BBP743		9276284.856	330415.783

SCHEDULE

ALL that land known as Farm No. 923 situated at **Luhindo** in **Mvomero District** containing **twelve decimal point six five nine (12.59) Hectares** shown for identification only edged **red** on the plan attached to this Certificate and defined on registered Survey Plan Numbered **62405** deposited at the Office of the Director for Surveys and Mapping at **Dar es Salaam**.

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

Edouard

ASSISTANT COMMISSIONER FOR LANDS

I, the within named **NURO JANMOHAMED NAZARMOHAMED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
NURO JANMOHAMED)
NAZARMOHAMED)
who is known to me personally/identified)
to me by.....)
the latter being known to me personally in)
my presence this...^{02nd} day of)
..... **DECEMBER**, 2019.)

[Signature]

Witness's)
Signature:..... *Riay*)
Postal Address: *Box 5035*)
MOROGORO)
Qualification:..... *ADVOCATE*)

