

AGREEMENT FOR TRANSFER OF A RIGHT OF OCCUPANCY

MADE BETWEEN

**EDITH PATRICIA METZGER, as the Legal Personal
Representative of JEANNE METZGER (deceased)**

AND

PEARL OASIS LIMITED

**RELATING TO THE TRANSFER OF THE LAND SITUATED
ON PLOT NO.10, DAVIS ROAD, KINONDONI
MUNICIPALITY, DAR ES SALAAM CITY WITH
CERTIFICATE OF TITLE NUMBER 186030/10**

Edith

THIS AGREEMENT is made on the _____ day of _____ 2025.

BETWEEN

EDITH PATRICIA METZGER, As the Legal Personal Representative of JEANNE METZGER (the deceased), a natural person of P.O. Box 2278, Dar es Salaam (Hereinafter called the "**TRANSFEROR**" which expression shall where the context so admits include and extend to persons deriving title under the Transferor, her successors and assigns) of the one part.

AND

PEARL OASIS LIMITED a limited liability company incorporated and registered under the laws of Tanzania with Postal Address Number 79575 Dar es Salaam Tanzania (hereinafter called the "**TRANSFeree**") which expression shall, where the context so admits, include its successors and assigns in title of the other party;

WHEREAS

The Transferor is the lawfully registered owner of the Right of Occupancy situated at Plot No.10, near Davis Road, Kinondoni Municipality, Dar Es Salaam City with certificate of title number 186030/10, further particulars of which are as per the Certificate of Title annexed to this Agreement.

WHEREAS

The land is situated together with all the exhausted or unexhausted improvements, developments and appurtenances therein contained herein after referred to as "**the Property**";

AND WHEREAS both parties are desirous of executing a transfer agreement for the purposes of having the land transferred in the names of the transferee at a consideration as described herein this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 THE TRANSFER

That the Transferor hereby transfers and the transferee hereby accepts the property to be transferred subject to the terms and conditions as contained in the Certificate of Title for the land.

2.0 THE CONSIDERATION

- 2.1 The Parties acknowledge and agree that the consideration for the transfer of the Property shall be in accordance with the terms of the signed Joint Venture Agreement related to the joint development of the property subject of the transfer.



3.0 POSSESSION OF THE CERTIFICATE OF TITLE AND TRANSFER DOCUMENTS PENDING COMPLETION

- 3.1 The Transferor undertakes to cooperate in the process of the transfer of the property in the name of the Transferee including the signing and execution of the transfer deed and any other documents required to be signed and executed by the Land Act and Land Registration Act of the laws of Tanzania.
- 3.2 The parties herein agree that immediately after the signing of this agreement, the transferor shall have the original Certificate of title for the land handed over to the transferee's appointed legal counsel for purposes of commencing the transfer of the land.

4.0 APPROVAL OF THE COMMISSIONER FOR LANDS

- 4.1 The transfer of the Right of Occupancy envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Commissioner's approval for the disposition of land and consent being obtained.
- 4.2 The Transferor shall execute landforms 29 and 30 seeking the Commissioner's approval, and the **Transferee**, through his lawyer, shall process and use all reasonable endeavours to obtain it.

5.0 COSTS AND TAXES ASSOCIATED WITH THE TRANSFER

- 5.1 The parties herein agree that the Stamp duty, certificate of approval fees, registration fee and valuation report fees with respect to the transfer shall be payable by the Transferee.
- 5.2 That the capital gains tax arising from the transfer of the land to the transferee shall be paid for by the transferor.

PARTIES' COVENANTS

6.0 COVENANTS BY THE TRANSFEROR

The Transferor hereby covenants with the **Transferee** that:

- 6.1 She has the power to enter into and perform the obligations under this Agreement;
- 6.2 Has full authority to sell, transfer and dispose of the land and she has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said piece and parcel of land in the manner herein provided;



- 6.3 She is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Transferors shall use all their reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property, land and/or properties and developments therein contained;
- 6.4 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Transferor** is subject;
- 6.5 The **Transferee** has accepted to be transferred to the Property subject to all terms of use applicable, and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances.
- 6.6 All information that has been made available to the **Transferee** or their representatives by the **Transferor** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

7.0 COVENANTS BY THE TRANSFEREES

The Transferees hereby covenants with the **Transferor** that:

- 7.1 They have the power to enter into and perform its obligations under this Agreement.
- 7.2 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Transferee** is subject.
- 7.3 The **Transferee** has accepted the transfer of the Property subject to all terms of use applicable, and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances.
- 7.4 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Transferor** to enter into this Agreement. The **Transferee** acknowledges that the **Transferor** has entered into this Agreement relying on these representations and warranties.

8.0 ASSIGNMENT OF THIS AGREEMENT

This Agreement is personal to the parties and the parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the prior written consent of all the parties hereto.



9.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 9.1 The Laws of the United Republic of Tanzania shall govern the validity, construction and performance of this Agreement.
- 9.2 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 9.3 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.
- 9.4 Prior to the institution of a suit to the Court as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, amicably. If any such dispute, controversy or claim ("Dispute") between the parties is not resolved within 30 (thirty) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit in a Court of competent jurisdiction.

10.0 NOTICES

- 10.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post or to the physical office location for such party. For purposes of service, the notice shall be addressed as below;

FOR THE TRANSFERORS
EDITH PATRICIA METZGER
P.O Box 2278,
DAR ES SALAAM

FOR THE TRANSFEREE:

THE MANAGING DIRECTOR,

PEARL OASIS LIMITED,

P.O BOX 79575,

DAR ES SALAAM

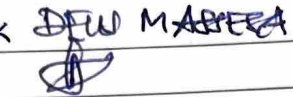
IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.



SIGNED and DELIVERED by the said
**EDITH PATRICIA METZGER, As the Legal Personal
Representative of JEANNE METZGER (the deceased)**
who is known to me Personally /identified to me by
_____ The latter being known to me personally,
in my presence
This _____ day of _____ 2025


TRANSFEROR

BEFORE ME:

Full Name FRANK DEU MABEZA
Signature 
Postal Address 7975 DAR ES SALAAM
Designation: ADVOCATE



SEALED with the COMMON SEAL of the said
PEARL OASIS LIMITED and
DELIVERED at DAR ES SALAAM in the
the presence of us this _____ day of _____ 2025

TRANSFEEEE

Full Name John Metzger
Signature 
Postal Address 2276 DSM
Designation DIRECTOR

Full Name
Signature
Postal Address
Designation

