

AGREEMENT FOR SALE OF LAND

Land Sale Agreement dated 7<sup>th</sup> day of April, 2023 made between

VEDASTINA KOKWEBANGILA BWOGI  
(the 'Vendor')

And

AL ZAYTONA NETWORK COMPANY LIMITED  
(the 'Purchaser')

For a Sale of landed property on Plot No. 3478 , Boko Area, Kinondoni District, Dar es Salaam Region;  
more particularly described under Registered Survey Plan No: DSM50030532 and Parcel No. P34787

Drawn by:

G and G Attorneys,  
Plot 8 & 10, Oysterbay Shopping Center Makangira Street,  
(adjacent to Peninsula Hotel)  
P.O. Box 14991,  
Dar es Salaam.



*MKB*

## AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam this 7<sup>th</sup> day of April, 2023

Between

VEDASTINA KOKWEBANGILA BWOGI, of Postal Office Box No. 655 Dar es Salaam, with the citizen Identity Card Number (NIDA) 19441201-14112-00001-19 And Certificate of Registration for Taxpayer Identification Number (TIN) 101-778-517 (hereinafter called "the Vendor") which expression shall where the context so admits includes it successors and assigns), of the one part;

And

AL ZAYTONA NETWORK COMPANY LIMITED, a limited liability company incorporated in Tanzania under the Companies Act, 2002 and of Postal Office Box No 100035 Dar es Salaam, with Certificate of Incorporation of a Company Number 157575562 and Certificate of Registration for Taxpayer identification number (TIN) 157-575-562 (hereinafter called "the Purchaser") which expression shall where the context so admits includes it successors, and assigns) of the other part;

Whereas the Vendor is the owner in occupation of the land known as Plot No. 34787, measuring 5077 Square Meters situated at Boko within Kinondoni Municipality, Dar es Salaam Region. More particularly described in the Registered Survey Plan No: DSM50030532 and Parcel No.P34787, together with all the exhausted or unexhausted improvements, developments and appurtenances therein contained ('herein after called "the Property");

And Whereas the Vendor has offered to sell the Property together with all the exhausted and unexhausted improvements thereon made, carried and undertaken on the said Property, and the Purchaser has agreed to purchase the said Property subject to the terms and conditions contained herein below.

Now this Agreement Witnesses as follows:

Operative Provisions:

### 1.0 Definitions and Interpretation

#### 1.1 In this Agreement if the context so allows:

'Agreement' means this Sale Agreement and includes any amendment or other novation agreed and duly signed and executed by the parties in accordance with the terms of this Agreement.

'Registered Survey Plan' means Registered Survey Plan No: DSMS00305 and Parcel No.P.34784 evidencing ownership of the Plot measuring 5077 Square Meters Situated at Boko within Kinondoni municipality in the Dar es salaam Region.

'Commissioner' means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, or any other person upon whom the powers of the Commissioner for Lands to grant approval of dispositions of land have been vested or delegated or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated or authorized to be performed under the Land Act, Act No. 4 of 1999 (as from time to time amended).

'Encumbrance' means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement or arrangement of any kind or any right conferring a priority of payment affecting the title to the Property.

'Notice' means any notice issued under this Agreement.

'Property' means all the piece and parcel of land known as Plot No. 34787 measuring 5077 Square Meters an area formerly known as Wazo Hill Industrial Area situated at Boko Area in Kinondoni Municipality, Dar es Salaam Region. (See Annex I)

'Purchase Price' means the consideration for the purchase of the Property, which is agreed to be United States Dollars Two Hundred Three Thousand and Eighty only (USD 203,080.00).

'Total Purchase Price' means the price of land comprising of the Property payable by the Purchaser to the Vendor.

- 1.2 References to numbered Clauses and Schedules are references to the relevant Clauses or Schedules in this Agreement, unless the context otherwise requires.
- 1.3 References in any Schedule or to numbered paragraphs are references to the relevant paragraphs in that Schedule, unless the context otherwise requires.
- 1.4 References to any provisions of this Agreement or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time.
- 1.5 References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision.



- 1.6 The Clauses, Schedules, paragraphs and headings in this Agreement are for ease of reference only, and are not to be taken into account in the construction or interpretation of the Clause, Schedule or paragraph(s) to which they refer.
- 1.7 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa.
- 1.8 Words of one gender include both other genders, and words denoting natural persons include corporations and firms.
- 1.9 Words denoting an obligation on a party to do any acts, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.
- 1.10 Where the Purchaser comprises two or more parties, the obligations of the Purchaser are in relation to each such party joint and several.
- 1.11 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

## 2. Agreement for Sale and Purchase of Property

- 2.1 The Vendor agrees to sell and the Purchaser agrees to buy the Property with full title guarantee on and subject to the terms and conditions of this Agreement free of all encumbrances.
- 2.2 The sale includes all developments, exhausted and unexhausted improvements thereon made, carried and undertaken on the said Property, and the Purchaser has agreed to purchase the said Property as it is.
- 2.3 The Purchaser is deemed to purchase knowing the actual physical state and condition of the Property and shall take possession of the Property immediately upon execution of this Agreement on 'as it is' basis.
- 2.4 The risk of damage to or destruction of the Property shall pass to the Purchaser immediately after taking possession of the Property, but shall otherwise vest upon the Vendor.

## 3. Payment of the Purchase Price

- 3.1 The Purchase Price shall be paid by the Purchaser to the Vendor in three four installments on the following terms:
- 3.1.1 Immediately upon signing of this Agreement, the Purchaser shall pay to the Vendor first Installment of 20% an amount equal to United States Dollars Forty Thousand Six Hundred Sixteen Cents Zero (USD 40,616,00) as the first installment to the Purchase Price pending obtaining of the consent for the transfer from the relevant authorities as required by the laws, and shall provide a proof of payment of such an installment instantly; and

3.1.2 The second installment of 10% an amount equal to United States Dollars Twenty Thousand Three Hundred and eight Cents Zero (USD 20,308.00), shall be paid within fourteen (14) days. from the date of the payment of the first installment.

3.1.3 That, the third installment of 20%, an amount equal to amount equal to United States Dollars Forty Thousand Six Hundred Sixteen Cents Zero (USD 40,616,00) shall be paid by the Purchaser to the Vendor upon lodging the Land transfer forms at the relevant authorities' office and providing proof for the same.

3.1.4 The remaining balance of 50% an amount of United States Dollars One Hundred One Thousand Five Hundred Forty Cents Zero (101,540.00) as last installment of the Purchase Price upon obtaining the Certificate of Title.

3.1.5 **BANK DETAILS: VEDASTINA KOKWEBANGILA BWOGI**  
**BANK: TANZANIA COMMERCIAL BANK**  
**ACCOUNT TYPE: USD**  
**ACCOUNT NO. 180225000001**  
**BRANCH: KIJITONYAMA EXUCUTIVE BRANCH**  
**SWIFT CODE: TAPBTZTZ**

3.1.6 **BANK DETAILS: VEDASTINA KOKWEBANGILA BWOGI**  
**BANK: TANZANIA COMMERCIAL BANK**  
**ACCOUNT TYPE: TZS**  
**ACCOUNT NO. 180209000058**  
**BRANCH: KIJITONYAMA EXUCUTIVE BRANCH**  
**SWIFT CODE: TAPBTZTZ**

#### 4. Possession Pending Completion

4.1 The Vendor agrees and undertakes to sign and execute all the transfer documents and any other documents required to be signed and executed by the parties for the purpose of vesting the Vendor interest in the Property in the Purchaser, and to grant the Purchaser any such support and/or assistance as may be required from time to time until the completion of the transfer.


#### 5. Approval of the Relevant Authorities

5.1 The transfer of the Property envisaged under this Agreement, and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Relevant Authorities approval for disposition of land and fulfillment of all the required conditions.

5.2 The Vendor will apply for the approval and the Purchaser will process and use all the reasonable endeavors to obtain the said approval.

#### 6. The Vendor's Undertakings

6.1 The Vendor agrees and covenants with the Purchaser that:



- 6.1.1 The Vendor shall assist the Purchaser in the process of obtaining consent for disposition from the Relevant Authorities;
- 6.1.2 The Vendor shall procure that the Purchaser is granted Documents of Title to the whole area of the Property and all other rights necessary to allow the Purchaser develop the Property.

## 7. Representations and Warranties

### 7.1. Warranties by the Vendor

The Vendor covenants with the Purchaser that:

- 7.1.1 This Agreement will, when executed, constitute valid and binding obligations on the Vendor in accordance with its terms;
- 7.1.2 the execution and delivery of and the performance by the Vendor of its obligations under this Agreement will not:
- 7.1.2.1 result in a breach of, or constitute a default under any instrument to which the Vendor is a party or by which the Vendor is bound; or
- 7.1.2.2 result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which the Vendor is bound
- 7.1.3 the Vendor is aware that there is no subsisting breach and no non-observance of any covenant, condition or agreement contained in the Certificate of Title under which the Vendor holds its interests in the Property, which would materially affect the Property or result in a third party exercising a right in law or power of entry to take possession of the Property;
- 7.1.4 the Vendor have a good and marketable title to the Property and no person is in, or otherwise entitled to occupation or use of it and no right of occupation, easement, license or enjoyment has been acquired or is in the course of being acquired by any third party or has been granted or agreed to be granted to any third party;
- 7.1.5 the Property is not subject to the payment of any outgoings other than the usual rents, rates and taxes and all sums due to date in respect thereof have been paid in full;
- 7.1.6 the Vendor has sold and transferred the Property subject to all terms of use applicable, and as stipulated in the Certificate of Title from any encumbrances, save for the transfer of title from the Vendor to the Purchaser; and
- 7.1.6 all information that has been made available to the Purchaser or its representatives by the Vendor 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.

Each representation and warranty in Clause 7.1 above shall be a separate representation and warranty given by the Vendor in favor of the Purchaser and shall be deemed to be material and to have induced the Purchaser to enter into this Agreement. The Vendor acknowledges that the Purchaser has entered into this Agreement relying on these representations and shall be entitled to cancellation and full resolution in the event of any breach of any warranty by the Vendor.

## 7.2 Warranties by the Purchaser

The Purchaser hereby covenants with the Vendor that:

7.2.1 the Purchaser has the legal right and full power and authority to enter into and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement; and

7.2.2 This Agreement will, when executed, constitute valid and binding obligations on the Purchaser, in accordance with their respective terms.

## 8. No 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 the other party.

## 9. Notices

9.1 Any notice, declaration or other communication required or authorised to be given by one part under the Agreement to the other part shall be in either be personally delivered or posted by registered mail courier, or by dispatch and properly signed for both or on behalf addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered on the next following business day, and if by courier and properly signed for, on the third following business day.

9.2 Any notice given by hand shall be deemed to have been served at the time of delivery and shall be delivered to the following addresses:

9.2.1 in the case of a notice given to the Vendor

P.O Box 655,  
Dar es Salaam.

9.2.2 in the case of a notice given to the Purchaser:

P.O Box 100035,



Dar es Salaam.

9.2.2 in the case of a notice given to the Purchaser:

P.O Box 100035,  
Dar es Salaam.

10. **Misrepresentations**

Save for the representations and warranties given under clause 9 hereinabove, and what is expressly agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

11. **Continuation of this Agreement after Completion**

Completion does not discharge liability to perform any outstanding obligation prior and after Completion as stipulated under this Agreement.

12. **Taxes and Duties**

12.1 The Vendor shall pay legal costs incidental to the preparation and completion of this Agreement;

12.2 The vendor shall cover all expenses from Municipal to the Ministry of Land and shall assist on obtaining all documents which will be required from the Municipal for the purpose of Certificate of Incentives. However, the Purchaser shall cover all expenses from Ministry of Land level up to Tanzania Investment Centre.

12.3 The Vendor shall pay any outstanding arrears on land rent levied on the Property together with fees and levies as required by law.

12.4 The Purchaser agrees to pay all expenses which shall be presented to them by Tanzania Investment Centre (TIC); and

12.5 The purchaser will be obliged to notify TIC at every stage from the first stage of signing up of the Agreement to the last stage of Transfer and receiving the Title under Al Zaytona Network Company Limited.

13. **Illegality**

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever

including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

14. Amendment and Waiver

14.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorized representatives of the parties.

14.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by the law.

15. Dispute Resolution, Governing Law and Jurisdiction

15.1 This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

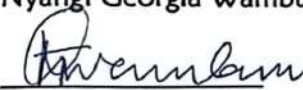
15.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Tanzania over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

In Witness Whereof the Vendor and the Purchaser have hereunto set their respective seals to this indenture of sale on the day, month and year above herein written.

SIGNED and DELIVERED at Dar es Salaam by the said VEDASTINA KOKWEBANGILA BWOGI who is known to me personally in my presence on this 7<sup>th</sup> day of April, 2023.

}   
VENDOR



Name: Nyangi Georgia Wambura  
Signature:   
Address: P.O. Box 14991,  
Dar es salaam.  
Designation: Commissioner for Oaths







VATB