

**THE SALE AGREEMENT
MKATABA WA MAUZIANO YA ARDHI
BETWEEN
KATI YA**

**REHEMA SAIDI LUTALAMA
HADIJA LAINI MLEKWA**

AND/NA

**KEHAO TIPOO GROUP COMPANY LIMITED
DAR ES SALAAM,
TANZANIA.**

=====
*In respect of unregistered Land located at Chalinze in Msoga, Township, Coast
Region (Pwani), Tanzania.*

*Kuhusu Ardhi isiyosajiliwa iliyopo Chalinze, Msoga, Mji, Mkoa wa Pwani,
Tanzania*
=====

Drawn by:
Masud Halfan Ndwata (Advocate).
P.O.BOX. 31909
Dar Es Salaam

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Handwritten signature: H. Mlekwa

Handwritten initials: R. S

SALE AGREEMENT/MKATABA WA MAUZIANO YA ARDHI
This Agreement is made on this...^{10th}.....day of January 2025.
Mkataba huu umefanyika leo siku ya...¹⁰.....ya Januari 2025

BETWEEN

1. **REHEMA SAIDI LUTALAMA** of Chalinze-Msoga, Pwani with National Identification Number 19500222-61312-00001-16 (hereinafter referred to as the "the 1. Vendor" which expression shall, where the context so admits, includes its successors and assigns),
2. **HADIJA LAINI MLEKWA** of Chalinze-Msoga, Pwani with National Identification Number 19581231-61312-00001-19 (hereinafter referred to as the "the 2. Vendor" which expression shall, where the context so admits, includes its successors and assigns),

AND

KEHAO TIPOO GROUP COMPANY LIMITED, A registered Company in the United Republic of Tanzania at Dar es salaam, with Incorporation No. 180804714 (hereinafter the "Purchaser", which expression shall, where the context so admits, include the successors thereof), of the other part

WHEREAS:

- A. The Vendors are the lawful unregistered owner of the land situate at *unregistered Land located at Chalinze in Msoga, Township, Coast Region, Tanzania* thereon (hereinafter referred to as) "Property");
Wauuzaji ni wamiliki halali wa ardhi isiyosajiliwa iliyopo Chalinze, Msoga, Mji, Mkoa wa Pwani, Tanzania (ambayo hapa baadaye itajulikana kama "Eneo la ardhi")
- B. The Vendor is desirous of selling to the Purchaser and the Purchaser is desirous of buying from the Vendor the Property at a consideration of TZS 25,000,000/= (say it in word is Tanzania shilling twenty five million (hereinafter referred "the Purchase Price").
Wauzaji wanaridhia kuuza kwa Mnunuzi, na Mnunuzi anakubali kununua kutoka kwa wauzaji eneo la ardhi hiyo kwa eneo la ardhipo ya jumla ya TZS 25,000,000/= (kwa maneno: Shilingi za Kitanzania milioni ishirini na tano, ambazo hapa baadaye zitajulikana kama "Bei ya Ununuzi")

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:

HIVYO BASI, KWA KUTAZAMA/KUZINGATIA masharti yaliyotajwa na makubaliano ya pande zote mbili kama yalivyoainishwa hapa chini, pande zote zimekubaliana kama ifuatavyo:







authority, and no one shall claim to have interest over the said land and incase of such claims will be raised from the third-party shall not affect the right of possession of the purchaser and the Vendors guarantee to solve those claims accordingly

Kwamba Muuzaji ameielezea eneo la ardhi hiyo kuwa haina rehani, kizuizi, dhamaana au madeni mengine yoyote, na kwa kusaini mkataba huu, inathibitishwa kuwa idhini zote zinazohitajika zimepatikana kutoka kwa watu binafsi na mamaka husika, na hakuna mtu yeyote atakayekuwa na haki ya kudai maslahi yoyote juu ya ardhi husika. Endapo madai yoyote yatatolewa na mtu wa tatu, hayataathiri haki ya umiliki wa Mnunuzi, na Muuzaji anahakikisha kushughulikia madai hayo ipasavyo.

3. CONTRACT CONSIDERATION Eneo la Ardhi ya Mkataba

The agreed purchasing price is TZS 25,000,000/= (say it in word is Tanzania shilling twenty five million exclusive of all other Taxes and Costs associated with the Purchases which shall be paid to vendor in two installment as herein under: Bei ya ununuzi iliyokubaliwa ni TZS 25,000,000/= (kwa maneno: Shilingi za Kitanzania milioni ishirini na tano) bila kujumuisha Kodi na Gharama nyingine zote zinazohusiana na ununuzi, ambazo zitalipwa kwa Muuzaji kwa awamu mbili kama ifuatavyo:

2.1 First installment shall be paid on the day of signing this agreement whereby the purchaser shall deposit Tanzania Shillings TZS 17,500,000/= say it word, Seventeen million and five hundred thousand only to the vendor equivalent to 70% from the total Land price whereas the vendor will allow the purchaser to start construction of buildings at the land.

Malipo ya awamu ya kwanza yatalipwa siku ya kusaini mkataba huu ambapo Mnunuzi atamwekea Muuzaji kiasi cha Shilingi za Kitanzania TZS 17,500,000/= (kwa maneno: Milioni kumi na saba na laki tano tu), ambayo ni sawa na asilimia 70 ya jumla ya bei ya ardhi, ambapo Muuzaji atamruhusu Mnunuzi kuanza ujenzi wa majengo kwenye ardhi hiyo

2.2 The second installment amounting to TZS 7,500,000/= (say it in word, the Tanzania shilling Seven million and five hundred thousand shall be paid by the purchaser after the first installment from the date of signing which equivalent to 30% of the remained land price.

Malipo ya awamu ya pili yenye thamani ya TZS 7,500,000/= (kwa maneno: Shilingi za Kitanzania milioni saba na laki tano) yatalipwa na Mnunuzi baada malipo ya awamu ya kwanza, kuanzia tarehe ya kusaini mkataba huu, ambayo ni sawa na asilimia 30 ya bei iliyosalia ya ardhi.

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- 2.3. The buyer agrees to pay 30% of the total purchase price upon obtaining the land certificate from the Tanzania Investment Centre (TIC). This payment shall be made promptly following the issuance of the certificate as evidence of the buyer's commitment to the terms of this agreement.

Mnunuzi anakubali kulipa hiyo asilimia 30 ya bei ardhi iliyosalia ya ununuzi mara baada ya kupokea cheti cha ardhi kutoka Kituo cha Uwekezaji Tanzania (TIC). Malipo haya yatafanyika mara moja baada ya kutolewa kwa cheti hicho kama uthibitisho wa dhamira ya mnunuzi kutimiza masharti ya makubaliano haya

4. CONTRIBUTIONS TO THE LOCAL GOVERNMENT

MICHANGO YA SERIKALI YA MTA A

Both parties acknowledge their responsibility to contribute to the local government of Msoga, including the costs for site visits by the local government committee and other contributions, such as the village dispensary construction contribution, which can be either roofing sheets or money to be paid to the local government.

Pande zote mbili zinakubali jukumu lao la kuchangia katika serikali ya mtaa wa Msoga, ikijumuisha gharama za kutembelea eneo husika na kamati ya serikali ya mtaa na michango mingine, kama mchango wa ujenzi wa zahanati ya kijiji ambao unaweza kuwa bati au pesa kulipwa kwa serikali ya mtaa.

5. COVENANTS OF THE PURCHASER

MASHARTI YA MNUNUZI

- a) In consideration of Total Amount of TZS. 25,000,000/= (say it in word is Tanzania shilling twenty five million (for 20,855 square meters as 5.2 acres) to be paid by the purchaser to the Vendor, the Vendor shall unconditionally sell the above mentioned land to the purchaser who shall by virtue of this Agreement acquire an absolute interest in the said land

Kwa kuzingatia Jumla ya TZS 25,000,000/= (kwa maneno: Shilingi za Kitanzania milioni ishirini na tano) kwa ajili ya eneo lenye ukubwa wa mita za mraba 20,855 (sawa na ekari 5.2) zitakazolipwa na Mnunuzi kwa Muuzaji, Muuzaji atauza bila masharti ardhi hiyo tajwa kwa Mnunuzi, ambaye kwa mujibu wa Mkataba huu, atapata maslahi kamili juu ya ardhi hiyo

- b) All two Instalments, and other payment to that effect, will be paid in CASH to the vendor by the purchaser

Malipo yote yaliyotajwa hapo juu ya awamo mbili, pamoja na malipo mengine yanayohusiana na ardhi husika, yatalipwa TASLIMU kwa Muuzaji na Mnunuzi.

6. COVENANTS OF THE SELLER

MASHARTI YA MUUZAJI

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Handwritten initials: R. S.

The seller hereby agrees to sell the property to the Purchaser subject to covenants herein stipulated;

Muuzaji anakubali kuuza eneo la ardhi hiyo kwa Mnunuzi kwa kuzingatia masharti yaliyobainishwa katika mkataba huu;

- a) It is the duty of the Vendor to disclose all the material information pertaining to the said land to the Purchaser, and in particular the information concerning the existence of unregistered interests which are protected under the law as overriding interests which encumber the said land, and upon such disclosure the Purchaser shall be under duty to conduct a full and thorough physical inspection of the said land and to making all the necessary inquiries from the contiguous neighbour and other relevant sources with a view to verifying the validity and extent of such disclosure and hereby agrees that by signing this Agreement the Purchaser shall be bound by all the following disclosed overriding interests affecting the said land.

Ni jukumu la Muuzaji kufichua taarifa zote muhimu zinazohusu ardhi husika kwa Mnunuzi, hususani taarifa zinazohusu uwepo wa maslahi yasiyosajiliwa ambayo yanalindwa kisheria kama maslahi yanayozidi ambayo yanakwamisha ardhi husika. Baada ya kufichua taarifa hizo, Mnunuzi atakuwa na jukumu la kufanya ukaguzi wa kina katika ardhi husika na kufanya uchunguzi wote muhimu kutoka kwa majirani wa karibu na vyanzo vingine husika ili kuthibitisha uhalali na kiwango cha taarifa hizo zilizofichuliwa. Mnunuzi anakubali kuwa kwa kusaini Mkataba huu, atakuwa amefungwa na maslahi yote yanayozidi yaliyoelezwa yanayoathiri ardhi husika

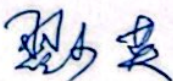
- b) The Seller shall pay Capital Gains and any other applicable tax liabilities to the relevant Government Authorities accruing from the sale of the property. Muuzaji atalipa Kodi ya Ongezeko la Mtaji (Capital Gains Tax) na kodi nyingine yoyote inayotakiwa kwa Mamlaka husika za Serikali kutokana na mauzo ya eneo la ardhi hiyo.

7. MUTUAL COVENANTS MASHARTI YA PAMOJA

Both parties mutually agree as follows:

Pande zote mbili zinakubaliana kwa pamoja kama ifuatavyo:

- a) That this agreement remains enforceable subject to the issuance and purchases of the customary title deed to the Purchaser by the Seller; Kwamba mkataba huu utabaki kutekelezeka kwa sharti la kutolewa na kununuliwa kwa hati ya kimila ya umiliki wa ardhi kwa Mnunuzi kutoka kwa Muuzaji;
- b) The Vendors has made representations to the Purchaser that he has a clean possession of the property and hereby agrees to indemnify the Purchaser from any pre-existing conditions or liabilities on the property







Muuzaji amemhakikishia Mnunuzi kwamba ana umiliki halali wa eneo la ardhi hiyo na anakubali kumfidia Mnunuzi dhidi ya hali au madeni yoyote yaliyokuwepo awali yanayohusiana na eneo la ardhi hiyo kama yatajitokeza baada ya kusaini mkataba huu.

- c) That the parties hereto agree that they shall simultaneously with the execution hereof, execute a Deed of Purchases for the conveyance of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be sought and obtained consent from the Commissioner for Lands or Authorized Officer in that behalf to this purchases

Kwamba pande zilizomo katika mkataba huu zinakubaliana kwamba zitatekeleza, kwa wakati mmoja na utekelezaji wa mkataba huu, Hati ya Ununuzi kwa ajili ya kuhamisha umiliki wa eneo la ardhi hiyo kutoka kwa Muuzaji kwenda kwa Mnunuzi, na zitajitahidi kwa uwezo wao wote kutafuta na kupata, au kuhakikisha kuwa inatafutwa na kupatikana, idhini kutoka kwa Kamishna wa Ardhi au Afisa aliyeidhinishwa kwa ajili ya ununuzi huu.


- d) That immediately upon approval of purchases deed by the parties hereto, the Seller shall surrender to the Purchasers all rights regarding the land and the Purchaser will start the land application to the ministry of land for the registration of title to the property in the names of the Purchaser;

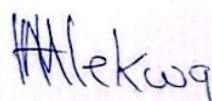
Kwamba mara tu Hati ya Ununuzi itakapopitishwa na pande zote husika, Muuzaji atakabidhi kwa Mnunuzi haki zote zinazohusiana na ardhi hiyo, na Mnunuzi ataanza mchakato wa kuwasilisha maombi ya ardhi kwa Wizara ya Ardhi kwa ajili ya kusajili hati ya umiliki wa eneo la ardhi hiyo kwa jina la Mnunuzi;

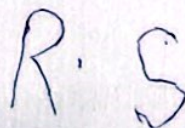
- e) That in the event that the Commissioner for Lands withholds his consent or that for whatever reason the purchases of the said property into the names of the Purchasers is frustrated before the Purchasers occupy the property, the parties hereto shall revert to the respective positions in which they were before entering into this agreement and all monies received by the Seller from the Purchasers shall be refunded to the Purchasers in full.

Kwamba iwapo Kamishna wa Ardhi atakataa kutoa idhini yake au kwa sababu yoyote ile ununuzi wa eneo la ardhi hiyo kwa jina la Mnunuzi utashindikana kabla ya Mnunuzi kuchukua umiliki wa eneo la ardhi hiyo, pande zilizomo katika mkataba huu zitarudi katika nafasi zao za awali kabla ya kuingia katika mkataba huu, na fedha zote zilizopokelewa na Muuzaji kutoka kwa Mnunuzi zitarudishwa kwa Mnunuzi kwa ukamilifu.

- f) Until the date of completion and delivery of vacant and peaceful possession of the property to the Purchaser, the Vendors shall pay all rates, taxes,







assessment and other outgoings whether parliamentary municipal or otherwise imposed or charged upon the said property

Hadi tarehe ya kukamilisha na kukabidhi umiliki wa eneo la ardhi hiyo bila uvamizi au mgogoro kwa Mnunuzi, Muuzaji atakuwa na jukumu la kulipa kodi zote, ushuru, tathmini na eneo la ardhipo mengine yoyote, iwe ni ya bunge, ya manispaa, au vinginevyo, yanayoelekezwa au kutozwa juu ya eneo la ardhi hiyo.

- g) That vendors disclosed that within the intended land, there is approximately 15 meters allocated for a cemetery that was used many years ago. Therefore, the purchaser is advised by the vendors to either remove the cemetery or leave the area as it is, making it the purchaser's choice.

Muuzaji alifichua taarifa ya kuwa ndani ya ardhi inayokusudiwa, kuna kaeneo kadogo kanakadiriwa takribari mita 15 zilizotengwa kwa ajili ya makaburi yaliyotumika miaka mingi iliyopita. Hivyo basi, Mnunuzi anashauriwa na Muuzaji aidha kuondoa eneo la makaburi hayo au kuliacha kama lilivyo, na kufanya hivyo kuwa uamuzi wa Mnunuzi

- h) That the Vendors or any other person shall not disturb or interfere with the Purchaser in any way regarding the plot being sold by the Vendors to the Purchaser

Kwamba Muuzaji au mtu mwingine yeyote hatamkwamisha au kuingilia kwa namna yoyote Mnunuzi kuhusiana na kiwanja kinachouzwa na Muuzaji kwa Mnunuzi.

8. EASEMENTS, LIABILITIES, ETC.

Before contract the Vendors must disclose to the Purchaser the existence of all rights, privileges, latent easements or other liabilities which are known by him to affect the property and all present and contingent liabilities in respect of road and sewerage charges in respect of which liability is to be borne by the Purchaser.

Kabla ya mkataba, Muuzaji anatakiwa kumfahamisha Mnunuzi kuhusu uwepo wa haki zote, marupurupu, njia za huduma zilizojificha, au madeni mengine yoyote anayoyafahamu yanayoathiri eneo la ardhi hiyo, pamoja na madeni yote ya sasa na yanayoweza kutokea yanayohusiana na ada za barabara na mifumo ya maji taka, ambapo madeni hayo yatabebwa na Mnunuzi

- 1). The property is to be conveyed with the benefit of and subject to liability for all matters revealed.

Eneo la ardhi hiyo itahamishwa kwa Mnunuzi ikiwa na manufaa yote na pia ikibebwa na madeni yote yaliyofichuliwa.

- 2). The Vendors is responsible for obtaining the discharge of any encumbrances to which the property is not sold subject.



Muuzaji anawajibika kuhakikisha kuondolewa kwa vizuizi vyovyote ambavyo eneo la ardhi hiyo haiuzwi ikiwa chini yake.

- 3). Where, before completion, the Purchaser discovers any matter, which should have been disclosed to him and has not been so disclosed, he may by notice in writing to the Vendor rescind the contract.

Iwapo, kabla ya kukamilika kwa mkataba, Mnunuzi atagundua jambo lolote ambalo lilipaswa kufichuliwa kwake lakini halikufichuliwa, anaweza, kwa kutoa taarifa kwa maandishi kwa Muuzaji, kufuta mkataba huo

- 4). The purchaser has agreed and consented to purchase 4 meters for the road, in order to extend the road by 8 meters from the main road, which will pass through the front land before the intended land. These 4 meters have been compensated within the intended land, and the purchaser has agreed to deduct 4 meters from his purchased 5 acres to be compensated by the landowner

Mnunuzi amekubali na kuridhia kununua mita 4 kwa ajili ya barabara, ili kupanua barabara kwa mita 8 kutoka barabara kuu, ambayo itapita katika ardhi ya mbele kabla ya kufikia ardhi inayokusudiwa. Mita hizi 4 zimelipiwa fidia ndani ya ardhi inayokusudiwa, na Mnunuzi amekubali kupunguza mita 4 kutoka kwenye ekari zake 5 alizonunua ili kulipwa fidia na mmiliki wa ardhi.

- 5). Both parties have agreed to the use of the aforementioned road, which has a width of 8 meters and a length of 136.05 meters, starting from the main road Msoga-Msata Road (Tanga Road). The road passes through the plot owned by the front property owner and leads directly to the designated plot

Pande zote mbili zimekubaliana kuhusu matumizi ya barabara tajwa hapo juu, yenye upana wa mita 8 na urefu wa mita 136.05, ikianza kwenye Barabara Kuu ya Msoga-Msata (Tanga Road). Barabara hiyo inapita kwenye eneo la kiwanja kinachomilikiwa na mmiliki wa mbele na inaelekea moja kwa moja kwenye kiwanja kilichokusudiwa

9. DISPUTE SETTLEMENT UTATUZI WA MIGOGORO

- a) This Agreement shall be governed by the Laws of the United Republic of Tanzania. Disputes arising on application or performance of this agreement shall be settled by the parties and the parties shall consult each other in good faith and understanding of their mutual interest in order to reach an amicable solution; in event of a dispute the parties are at Liberty to refer matter to any court institution for resolution.
- C. Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties within 15 days; failure of which the aggrieved Party may take legal action at the Court having jurisdiction to entertain the dispute upon notice to the other party.

Mkataba huu utatawaliwa na Sheria za Jamhuri ya Muungano wa Tanzania. Migogoro itakayojitokeza kuhusiana na utekelezaji au matumizi ya mkataba huu itatatuliwa na pande zote kwa kushauriana kwa nia njema na kuelewa maslahi yao ya pamoja ili kufikia suluhisho la amani; iwapo kutatokea mgogoro, pande zote zina uhuru wa kupeleka suala hilo kwenye taasisi yoyote ya mahakama kwa ajili ya utatuzi.

Migogoro yoyote itakayojitokeza kutokana na au kuhusiana na mkataba huu itatatuliwa kwa amani na pande zote ndani ya siku 15; iwapo haitatatuliwa ndani ya muda huo, upande ulioathirika unaweza kuchukua hatua za kisheria katika Mahakama yenye mamlaka ya kushughulikia mgogoro huo baada ya kutoa taarifa kwa upande mwingine.

10. SEVERERABILITY KUTENGANISHA

Should any provision(s) of this agreement be determined to be invalid, unenforceable or void, this shall not invalidate or avoid the remainder of this agreement and in that event the parties will take all necessary and/or reasonable steps to render such provision(s) valid and enforceable failing of which such provision(s) shall be deemed to be struck out of the agreement and the remaining provisions shall remain in full force and effect.

Iwapo kifungu chochote cha mkataba huu kitapatikana kuwa batili, kisichotekelezeka, au hakina nguvu kisheria, hilo halitabatilisha wala kufuta mkataba mzima. Katika tukio hilo, pande zote zitachukua hatua zote muhimu na/au zinazofaa kuhakikisha kifungu hicho kinakuwa halali na kutekelezeka. Iwapo jitihada hizo zitashindwa, kifungu hicho kitachukuliwa kuwa kimeondolewa kwenye mkataba, na vifungu vilivyosalia vitaendelea kuwa na nguvu kamili na kutekelezeka.

11. ENTIRE AGREEMENT

- 1) This agreement constitutes the entire agreement and undertaking between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter thereof. No variation of this agreement shall be effectual unless agreed in writing by all parties hereto.
- 2) The contract may be executed in any number of counterparts or duplicates, each of which shall be original, but such counterparts or duplicates, shall together constitute one and the same agreement.

MKATABA WOTE

Mkataba huu unajumuisha makubaliano yote kati ya pande mbili kuhusiana na suala linalohusika na unachukua nafasi ya maelewano, mawasiliano, na makubaliano yote ya awali, ya mdomo au ya maandishi, yaliyotangulia kusainiwa kwa mkataba huu. Hakuna mabadiliko au marekebisho ya mkataba

huu yatakayokuwa na nguvu isipokuwa yameandikwa na kusainiwa na pande zote husika.

Mkataba huu unaweza kusainiwa katika nakala nyingi au nakala rudufu, ambapo kila moja itachukuliwa kuwa asili, lakini nakala hizo au nakala rudufu, zitachukuliwa kwa pamoja kuwa ni mkataba mmoja na ule ule.

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

KWA USHAHIDI WA HILL, pande husika zimeutekeleza mkataba huu katika tarehe na mwaka uliotajwa hapo juu kwa njia ifuatayo:

SIGNED and DELIVERED at Dar es Salaam by the said **REHEMA SAIDI LUTALAMA** who is known to me personally/ introduced to me by the **MOHAMED R. MALUNGO** and later become known to me this...10th... day of **January 2025**

R. S
1. VENDOR/MUUZAJI

SIGNED and DELIVERED at Dar es Salaam by the said **HADIJA LAINI MLEKWA** who is known to me personally/ introduced to me by the **MOHAMED R. MALUNGO** and later become known to me this...10th... day of **January 2025**
BEFORE ME/MBELE YANGU

Alilekwa
2. VENDOR/MUUZAJI

Name : MASUD HALFAN NDUMBE
Signature : [Signature]
Postal Address : P.O. Box 31909 DOM
Occupation : ADVOCATE/WAKILI



SIGNED and DELIVERED at Dar es Salaam by the saidon behalf of **KEHAO TIPOO GROUP COMPANY LIMITED** Who is known to me personally/ Introduced to me by the ALEX.....later become known to me this...10th.....day of **January 2025**

[Signature]
PURCHASER/MUNUZI

[Signature]

Alilekwa

R. S

BEFORE ME/MBELE YANGU

Name : MUHAMMAD ITALPAN ADWIFA
Signature : [Signature]
Postal Address : P.O. Box 31404
Occupation : ADVOCATE/WAKILI



[Handwritten signature]

Mekwa

R. S