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THIS SALE AGREEMENT is made this .....<sup>26</sup>..... Day of JULY 2025

BETWEEN

**RICHARD KARUMUNA RWEYONGEZA** . a natural person adult Christian and resident of Dar es Salaam of P.O. Box 75192, DAR ES SALAAM (hereinafter referred as the “the Vendor”), of one part;



AND

**CHANGRON WOODEN COMPANY LIMITED** a Company registered in Tanzania with Incorporation number 184367203 of P. O. Box 25630 DAR ES SALAAM. (hereinafter referred to as “the Purchaser”) of the other part.

**WHEREAS** the Vendor is the legal and lawful owner of that land property (hereinafter referred to as “the property”) further described under Clause 2 of this Agreement

**AND WHEREAS**, the Vendor is desirous of selling his piece of land measuring 117 acres located at Msongola village, Mlandizi Kibaha area , Pwani, which is derived from the piece of land entitled the Certificate of title deed Number 52398 and the Purchaser is desirous of buying the said property in accordance with the terms and conditions set forth herein;

**NOW THIS AGREEMENT WITNESSETH as follows:**

### 1.INTERPRETATION

(1)In this Agreement, where the context so admits:

(a)“completion” means completion of the purchase provided for by Clause 3;

(b)“agreement” means the agreement incorporating these conditions or any of them by reference to them, and includes the particulars;

(c)“completion date” means the date agreed by the parties which is the date of approval from TISEZA of derivative rights to the purchaser’s name.

(d)“Installments” means 10%, 40% and 50% per installment of the purchase price

(e) "transfer" means the passing of a right of occupancy from one party to another by act of the parties and not by operation of the law and includes the instrument by which such passing is effected;

(f) "outgoings" means all rents, rates, taxes and other sums due to any Government, municipal, township, local or other authority and the premium paid on any policy of insurance transferred to the purchaser;

(g) "the parties" means the vendor and the purchaser;

(h) "the property" means the subject matter of the sale which is the land property measured 117 acres located at Msongola village, Mlandizi area Kibaha district in Pwani Region, which is derived from piece of land entitled the Certificate of title deed No. 52398;

(i) "the purchase money" means the price agreed by the contract for the purchase of the property and other separate items. Where a deposit has been paid, references to the purchase money mean the balance thereof;

(j) "vendor" and "purchaser" include persons deriving title under them respectively;

(k) "working day" means any day from Monday to Saturday (inclusive) other than gazetted public holiday;

(2) Reference to any written law shall include any written law substituted therefore or such law as amended.

(3) Where the last day for doing any act falls on any day other than a working day such act may be done on the next following working day.

## **2. DESCRIPTION OF THE PROPERTY**

(1). The property which is the subject matter of sale is the piece of land that is delineated and forming part of the piece of land located at Mlandizi Kibaha area in Pwani, the same as more in the Certificate of Title No. 52398 shown on the Certificate of the title deed.

(2). For the purpose of this contract the land subject to sale is the piece of land measuring 117 acres only derived from the piece of land entitled the title number 52398 registered under the name of the vendor.

That the property includes and shall convey with the interest being conveyed all rights, easements, and appurtenances belonging to the land, or the interest being conveyed or usually held or enjoyed with the land or the interest being conveyed, but not to give a person a better title to any interest in land referred to in this covenant than the title which the transfer which it is a part gives that person.

*Abu*

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(3). The property is believed and shall be taken to be correctly described. No error, omission or improper description of the property shall invalidate this contract but if any error, omission or improper description shall be discovered whether before or after completion of the purchase, the same shall be the subject of compensation to the full amount of the purchase price and any other costs incurred by the purchaser in relation to this transaction to be paid within 14 days to the party at fault or who shall have made an error, omission or improper description.

(4). The Vendor is the Legal Owner of **ALL THAT** piece of surveyed land with TITLE NO: 52398 and for the purpose of this agreement the piece of land measured 117 acres together with improvements thereon (Hereinafter referred to as "THE PROPERTY")

(5). The property is located and surrounded by the following neighbourhood as shown here below:

North side: FATMAH SALMIN

West side: MARKSTEPHAN LEBBA

East side: RICHARD KARUMUNA RWEYONGEZA

South side: ROAD SIDE

### 3. CONSIDERATION

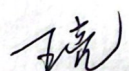
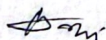
(1) The said property sold at a consideration of TSH. Two billion and six hundred and ninety one million only, say (TSH, 2,691,000,000/=) to be paid in 3 (three) installments.

(2) Parties to this contract mutually agree and affirm affirmatively that at the time of signing this contract the vendor has already received and acknowledged to receive the payment of the 10% instalment of the purchase price of the property before the event of signing this contract.

(3) Whereas the Vendor and purchaser agree the instalment payments to be categorically divided into the 3 phases as follows;

10% at the time of submission of the approved land use plan for sale of the said property to the purchaser.

40% at the time of exchanging all the documents related to land registration including the surveyed map plan that comes out with the plot number and block number related to the property which shows the plot number and block number of the property to the purchaser

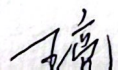


50% at the completion of the approval of the TISEZA and registration of the derivative rights in the purchaser's name or within one month and a half from the date of the registration of plot number and block number or whichever comes first.

## TERMS AND CONDITIONS

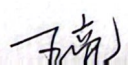
### 1. Terms and Conditions

1. The Vendor sells and the Purchaser buys the said property subject to all terms, stipulations, conditions and covenants herein contained and subject to the terms and conditions under which the said property was held by the Vendor prior to the making of this Agreement.
2. Until the date of final payment and delivery of vacant and peaceful possession of the property to the Purchaser, the Vendor shall pay all rates, taxes, assessment and other outgoings if any whether parliamentary, municipal or otherwise imposed or charged upon the said property.
3. The Purchaser shall bear and pay the cost of stamp duty, consent application, registration fees, and equally contribute the capital gain tax with the vendor, other disbursements reasonably arising out of and/or incidental to the preparation and completion of this Agreement that shall become payable by virtue of this transaction and includes without prejudice to the generality hereof the Advocates fees and expenses.
4. In the event that any of the following issues arise regarding the land in question, the vendor must refund all payments received within one month and half, if the surveyed map of the area that contains the plot and block number cannot be obtained on time, the land cannot be registered in the buyer's name, due to factors that have been contributed by the vendor such as the land having outstanding debts or tax obligations.
5. The vendor agrees to be responsible for all procedures and related costs, pertaining to the surveying of the land and obtaining the plot number and block number of the land subject to this contract as per the time mutually agreed between the purchaser and technical staff who will conduct the survey plan which is within one month and half after signing the contract.
6. Upon signing of this contract the vendor will have no rights to sell the property subject to sale herein unless upon consent of each party herein in writing.



7. The spouse consent shall be delivered to the purchaser in its genuine form within 7 days from the date of signing this contract, and failure of the vendor to deliver the same will entirely invalidate this contract and the purchaser shall be entitled to compensation of the full paid sum amount of monies together with liquidated damages and accrued costs incurred by the purchaser in completion of this agreement.
8. Since the purchaser is desirous to purchase the property subject to sale herein and register the same property under his name, it is hereby agreed between parties that, if it should appear that the purchaser has failed to register the same property in their name for reasons contributed by the vendor such as existence of loans, tax liabilities, spousal encumbrances and other forms of encumbrances that will restrict the purchaser to register the land peacefully, it is hereby agreed the vendor will be responsible to handle and settle the encumbrance within seven working days and fail to settle the same to refund the purchaser all the paid amount and a compensation of liquidated damages and all costs accrued by the purchaser with relation to the transaction.
9. Parties also agree that the vendor shall not be responsible for the failure of the buyer to register the same property in the name of the buyer where the causes for failure shall be contributed by the buyer's responsibilities.
10. The purchaser undertakes to act timely on performing his described contractual obligations such as but not limited to effect payment of installments as described in this contract and failure to act so without reasonable cause and communication to the vendor within seven working days, the vendor shall be entitled to the right of either claiming liquidated damages or terminating the contract and claiming the outstanding due amount as the case may be.
11. The parties do hereby agree that, the purchaser shall be entitled to the right of disposing of the existing buildings located on the property while enjoying the right entitled by the vendor of clearance of the area after payment of the second installment of 40%, without the vendor claiming for any compensation with regard to the disposal.
12. The vendor warrants that submission of the relevant documents including but not limited to the surveyed map plan that come with the plot number and block number shall be provided within one and a half months from the date of signing this contract. And the vendor has to put in consideration that time is of the highest essence as far as this contract is concerned.

#### **4. Approval and Registration of Transfer**



(1) The registration of Transfer of the Property in favor of the Purchaser shall be affected and completed by the Purchaser through the transaction advocates instructed by the parties. And it is hereby agreed that the vendor shall with good faith assist the purchaser to solve any problems, disputes that will arise in the cause of registration of the title.

(2) Payment of Stamp duty fees of 1% percent will be paid by the purchaser and registration fees payable on the registration of the Property in the Purchaser's name shall be for the account of the vendor; including other statutory fees and taxes shall be payable also by the purchaser.

#### **5. Possession**

The Purchaser shall be entitled to possession of the property only for the purposes of clearance of the farm at his discretion after he has paid unconditionally and authorized the release of the whole of the first installment to the Vendor.

#### **6. Easements, Liabilities, etc.**

1). Before contract the Vendor 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 and sewerage charges in respect of which liability is to be borne by the Purchaser.

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

3). The Vendor is responsible for obtaining the discharge of any encumbrances to which the property is not sale subject.

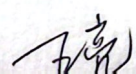
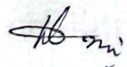
4). Where, before completion, the Purchaser discovers any matter related to the property, which should have been disclosed to him and has not been so disclosed, he may by notice in writing to the Vendor rescind the contract.

#### **7. Consents, Rates & Outgoings.**

(1) The property is sold subject to all necessary consents being obtained. The Vendor is responsible for obtaining all consents and the Purchaser shall, where necessary, join in making any application.

(2) The Vendor shall pay all rates, rents and outgoings which accrued in relation to the property subject of sale before signing this Agreement and all rates, rents and outgoings accruing to the property thereafter shall be borne by the Purchaser

#### **8. Insurance**



(1)The Vendor is under a duty to keep the property insured against damage or destruction until registration or until possession is given to the Purchaser before registration.

(2)Damage to or destruction of the property while it is insured is no ground for the rescission of the contract.

#### **9. Vacant Possession**

The Vendor hereby undertakes to deliver vacant possession and furnish the Purchaser with all documents evidencing title to the property, upon receipt of 10% of the Purchase Money and the Purchaser shall acquire permission to get the possession of the land but only for the purposes of clearing the farm .

#### **10. Warranties and Representations**

(1)The Vendor warrants and represents that he is the lawful, legal and rightful owner of the Property which bears the Certificate of Title deed identified herein above and that the Purchaser buys the same on the strength and basis of such representation.

(2)That the Vendor warrants and represents that in case of any issue directly concerning the Title of the Property which can defeat his Title to the Property at issue, the Vendor will fully indemnify the Purchaser the full Purchase Price.

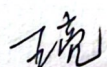
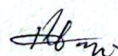
(3)Save as aforementioned the Vendor warrants and represents that the property which is the subject matter of the sale agreement is sold free from any encumbrance whatsoever and in any case should the Purchaser be called upon to pay and/or discharge any liability owing to the property within twenty four months from the date of this agreement, as at the date of signature hereof, then and on that event the Vendor will immediately indemnify the Purchaser.

(4)The Vendor warrants and represents that he shall do all acts necessary to ensure that consent of the Commissioner for Lands is obtained for the purposes of this transfer .

(5)The Vendor warrants and represents that until the date of completion and delivery of vacant and peaceful possession of the property to the Purchaser, he shall pay all rates, taxes, assessment and other outgoings whether parliamentary municipal or otherwise imposed or charged upon the said property.

(6)The Vendor warrants indemnifying the Purchaser against all notices proceedings claims and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties herein, undertakings and covenants.

(7)The Purchaser warrants to bear and pay the cost of stamp duty of 1% and consent fees, registration fees and other disbursements reasonably arising out of and/or incidental to the preparation and completion of this Agreement that shall become payable by virtue of



this transaction and includes without prejudice to the generality hereof the Advocates fees and expenses.

## 11. Waiver and Alteration

(1) No failure or delay on the part of either party in the exercise of any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise or any such right preclude any other further exercise thereof or of any other right. All rights and remedies under this Agreement are cumulative to, and not exclusive of any rights or remedies otherwise available.

(2) All alterations and amendments to this Agreement shall be valid only if they are made in written form and duly signed by both parties.

(3) This Agreement constitutes the entire agreement of the parties and supersedes all previous negotiations, representations and Agreement. No variations of this Agreement shall be effectual unless agreed in writing by all parties hereto

## 12. Breach

1. The Purchaser fail to comply punctually with any provision of this Agreement, whether it be a material provision or not, the Vendor will be entitled to notify the Purchaser in writing of the failure and make demand on the Purchaser to rectify the failure within 14 (fourteen) days from the date of the notice and should the Purchaser fail to remedy the breach by the said date, the Vendor will then be entitled without prejudice to any other rights which it may have and without further notice or process:

(2) Upon breach of the vendor herein, the purchaser shall within fourteen (14) days from the date of receiving a written notice of breach from the purchaser party, and the vendor shall be obliged to Refund in full all amounts paid by the Purchaser toward the purchase price or any related transaction costs, without deduction or set-off; and In addition to the refund, the Vendor shall pay the Purchaser a disturbance fee of 15% of the total contract value, whichever is higher, as compensation for wasted time, opportunity cost, and inconvenience caused by the Vendor's default.

(3) When it appears that the vendor has unjustifiably breached this contract, the vendor shall be liable to pay a penalty equivalent to 10% of the total agreed purchase price as a contractual penalty, not as a fine, in acknowledgment of the seriousness of the breach and the need to deter bad faith conduct. In addition to that The Vendor shall reimburse the Purchaser for all legal fees, administrative costs, and other professional charges incurred by the Purchaser as a result of the Vendor's breach, including but not limited to costs of enforcement or litigation.



(4) In the event that the vendor breaches this contract then the purchaser shall be entitled to Specific Performance or Termination and shall enjoy the exclusivity rights of the following:

(i) Demand specific performance of the Agreement at the Vendor's cost; or terminate this Agreement and enforce the remedies listed herein without prejudice to any other remedies available under law or equity.

### 13. Dispute Resolution

(1) All disputes, questions or differences whatsoever which may arise at any time between the Vendor and the Purchaser, arising out of or in connection with this Agreement shall be referred to and finally settled by Arbitration.

(2) Neither the Vendor nor the Purchaser shall be released from performing its obligations herein above because arbitration proceedings have been initiated.

(3) This Agreement shall be governed by the Laws of the United Republic of Tanzania.

IN WITNESS HEREOF the parties have set their respective hands hereunto in the manner and on the date hereafter appearing.

SIGNED and DELIVERED by the said

RICHARD RWEYONGEZA who is known

to me .....


personally/identified to me by

.....

the latter person being known to me

Personally on this 26 day of 07

2025

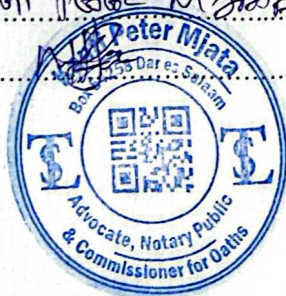
  
VENDOR



BEFORE ME:

Name: *Kimon Peter M Jata* .....

Signature: .....



*[Handwritten signature]*

*[Handwritten signature]*

Address : P.O. Box 54258 Dar es Salaam

Qualification: Advocate

SIGNED and DELIVERED under the seal of the


company CHANGRONG WOODEN COMPANY


LIMITED 

this 26 day of 07 2025.



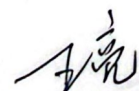
BEFORE ME:

Name: Kunt P. G. M.  

Signature: 

Address: P.O. Box 54258 Dar es Salaam

Occupation: Advocate



In the Matter of Section 59 of the Law of Marriage Act Cap. 29 and the Land Act, Cap.  
113 R.E. 2019

And

In the Matter of Sale of the Right of Occupancy created by **Richard Karumuna Rweyongeza** in favour of **CHANGRON WOODEN COMPANY LIMITED**

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**SPOUSAL CONSENT TO SALE**

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The consent is made at BUKOBA by way of Deed this 26<sup>th</sup> day of July, .....2025

1. I, **Immaculatha Kokutangaza Rweyongeza** of P.O. Box 75192, Dar-Es-Salaam being the spouse of **Richard Karumuna Rweyongeza** hereby state that I am cognizant of the provisions of the Law of Marriage Act Cap. 29 and the Land Act of 1999, Chapter 113 of the Revised Edition of the Tanzanian laws, (R.E. 2019 and the provisions relating to disposition of matrimonial assets.
2. That I am aware of the fact that the property described herein below (the "Property") is registered in the name of my spouse to wit **Richard Karumuna Rweyongeza**

**Description of the Properties.**

**Property:**

**Certificate of Title No: 52398**

**Plot No. coverage of 177 acres which constitutes the part of the Registered Area**

**Location: Mlandizi Area, Pwani**

3. That, in the due course of undertaking the development careers my husband has resorted to dispose of the property to the Purchaser namely **CHANGRON WOODEN COMPANY LIMITED** of P.O. Box 204025, Kibaha.
4. That, I have been shown and given a copy of the Sale Agreement executed by my spouse **Richard Karumuna Rweyongeza** in favour of by **CHANGRON WOODEN COMPANY LIMITED**
5. That, I hereby, willingly and voluntarily consent to the disposition by sale of the landed Property described above signed between my spouse viz. **Richard Karumuna Rweyongeza** and **CHANGRON WOODEN COMPANY LIMITED**

6. That this deed serve as my unqualified and irrevocable consent to the creation of the sale of the said Property and that I undertake not to object by way of suit, caveat or interference in any way whatsoever in the process of transferring of ownership.

Signed and Delivered at Bukoba by the said  
Immaculatha Kokutangaza Rweyongeza who is known to me personally/  
identified to me by Lameck John Erasto  
the latter being known to me personally in  
my presence this 26<sup>th</sup> day of July 2025

D. Koko  
SPOUSE



Before me:

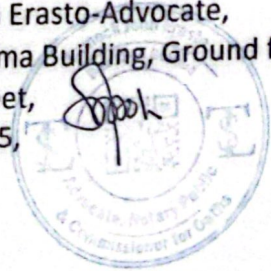
Name: ANTIDIUS DANIEL MKA  
Signature: [Signature]  
Address: ISS BUKOBA  
Occupation: ADVOCATE

COMMISSIONER FOR OATHS


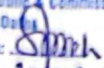


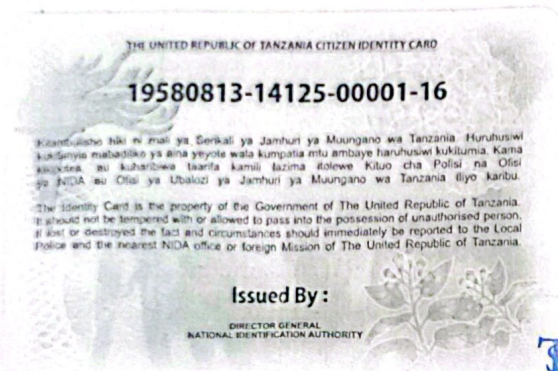
Drawn by:



Lameck John Erasto-Advocate,  
Ujirani Mwema Building, Ground floor, Room No. 01,  
Kawawa Street,  
P.O. Box 1245,  
Bukoba.





  
Certified as True Copy of the Original  
**Lameck John Erasto**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 26th July, 2025



  
Certified as True Copy of the Original  
**Lameck John Erasto**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 26th July, 2025

# ACKNOWLEDGEMENT OF PAYMENT

This is the acknowledgement of payment made today 26/07/2025 between

**CHANGRONG WOODEN COMPANY LIMITED**

And

**RICHARD KARUMUNA RWEYONGEZA**

For the hereby agreed purpose of Payment of 10% of the purchasing price of the 117 acres piece of land derived from the area subjected to the title number 52398 located at Msongola village, Mlandizi, Kibaha District, Pwani region.

For the sum amount of 269,100,000 Faid by cash and confirmed to be received by RICHARD KARUMUNA RWEYONGEZA

This acknowledgement has taken place at Dar es Salaam and being witnessed by CHARLES ALLEN MTOWE

1. PAYER'S NAME .....  
PAYER'S SIGNA.....



2. PAYEE'S NAME..... Richard Karumuna Rweyongeza  
PAYEE'S SIGNATURE..... *[Signature]*

3. WITNETH BEFORE ME :  
Name: CHARLES A. MTOWE  
Signature: *[Signature]*  
Adress: 1280 MOJIB