

**AGREEMENT FOR SALE OF A RIGHT OF OCCUPANCY**

**MADE BETWEEN**

**HAMEDI FARIDI RUBEYA**

**AND**

**L-ATRASH FARID RUBEA**

**AND**

**SALEH FARID RUBEYA**

**AND**

**ANGAZA INTERNATIONAL COMPANY LIMITED**

---

**FOR THE LAND SITUATED PLOT NO. 349 AND 350 WITH C.T  
48510 AND DSMT1090005, RESPECTIVELY, MTONI  
KIJICHI, TEMEKE DISTRICT, DAR ES SALAAM REGION.**

---

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**BETWEEN**

**HAMEDI FARIDI RUBEYA, L-ATRASH FARID RUBEA and SALEH FARID RUBEYA**, both natural persons with Post Office Box 3546, Dar Es Salaam (Hereinafter called the "**VENDORS**" which expression shall, where the context so admits, include and extend to persons deriving title under the Vendors, his successors and assigns) of the one party;

**AND**

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

**WHEREAS**

The Vendors are the registered owners of the Right of Occupancy over all the land known as FOR THE LAND SITUATED PLOT NO. 349 AND 350 WITH C.T 48510 AND DSMT1090005, RESPECTIVELY, MTONI KIJICHI, TEMEKE DISTRICT, DAR ES SALAAM REGION, hereinafter referred to as "**the Property**";

**WHEREAS**, the Purchaser has firm intention and desire to acquire the property at the purchase price agreed upon and stipulated by the Vendors in this agreement;

**AND WHEREAS** both parties are desirous of executing a sales agreement for the purposes of having the land transferred in the names of the Purchaser at a consideration of **TANZANIA SHILLINGS ONE BILLION TWO HUNDRED MILLION (TSHS 1,200,000,000)**.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions contained herein, the parties agree as follows:

## **1.0 THE SALE**

That the Vendors hereby sell to the Purchaser and the Purchaser hereby buys from the Vendors the said Property, subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendors prior to this Agreement.

## **2.0 THE CONSIDERATION**

- 2.1 In consideration of the purchase price of **TANZANIA SHILLINGS ONE BILLION TWO HUNDRED MILLION (TSHS 1,200,000,000)**, the Vendors is hereby selling the demised Property to the Purchasers, and the Purchaser is hereby purchasing the demised Property from the Vendors, subject to the covenants contained herein.
- 2.2 That the purchase price herein stipulated shall be paid by the purchaser to the Vendors in accordance with the provisions of clause 3 herein.
- 2.3 In case the consideration is paid in United States dollars, the rate of one USD shall be 2500 TSHS (**1USD = 2500 TSHS**)

## **3.0 MODE OF PAYMENT OF PURCHASE PRICE:**

- 3.1 That Purchase Price stipulated herein shall be payable by the Purchaser to the Vendors in Instalments as described herein below:
- 3.2 The first instalment of the purchase price shall be **Tanzania Shillings six Hundred Million (TSHS 600,000,000)**, payable by the purchaser to the Vendors immediately after signing this agreement.
- 3.3 That the remaining balance from the purchase price, being **Tanzania Shillings Six Hundred Million (TSHS 600,000,000)**, shall be paid by the purchaser to the Vendors within seven (7) days after the completion of the transfer from Vendors to the purchaser's name.
- 3.4 The purchase price will be paid to the Vendors in the Bank account with the following details
- ACCOUNT NO: 007121846150001  
ACCOUNT NAME: ZHASS WAY LIMITED  
NAME OF THE BANK: AMANA BANK  
CURRENCY: USD

#### **4.0 TERMS OF PURCHASE**

The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title.

#### **5.0 TRANSFER PROCESS**

Upon payment of fifty per cent (50%) of the purchase price by the Purchaser, the process of transferring the property from the Vendors' name to the Purchaser's name shall commence immediately, provided that all required transfer documents are duly executed and submitted at the time of signing this Agreement.

#### **6.0 POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION**

- 6.1** Upon payment of the purchase price, as hereinabove stipulated, the Vendors undertake to cooperate in the process of transferring the property in the purchaser's name, 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.
- 6.2** Handover of the property shall be done simultaneously with the payment of the first instalment of the purchase price, the purchaser will be allowed to use the land for either renting, constructing and any other legal uses of Land as allowed by the laws.
- 6.3** The Vendors shall further hand over the Original Certificate of Title for the land to the purchaser's appointed legal counsel immediately after the signing of this agreement and receipt of the first installment of the purchase price.

#### **7.0 APPROVAL OF THE COMMISSIONER FOR LANDS**

- 7.1** 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.

- 7.2 The Vendors shall execute landforms 29 and 30 seeking the Commissioner's approval, and the Purchaser, through his lawyer, shall process and use all reasonable endeavours to obtain it.

## **8.0 IMPLIED COVENANTS RELATING TO THE VENDORS' RIGHTS UNDER THE CERTIFICATE OF OCCUPANCY**

- 8.1 The covenants implied by reason of the Vendors selling with full title guarantee are to include any to the effect that the covenants and conditions contained in the Certificate of Occupancy relating to the development, state and condition of the Property have been duly observed and performed up to the date of sale.

## **PARTIES' COVENANTS**

### **9.0 GENERAL COVENANTS**

- 9.1 This Agreement constitutes a legal, valid and binding obligation of the parties. It is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 9.2 Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the Property by the Vendors prior to the due transfer of the Property to the Purchaser, and the Vendors shall indemnify the Purchaser in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done prior to the present sale of the demised premises.

### **9.0 COVENANTS BY THE VENDORS**

The Vendors hereby covenants with the Purchaser that:

- 9.1 He has the power to enter into and perform the obligations under this Agreement;

- 9.2** Has full authority to sell, transfer and dispose of the land and has the powers of sale derived therefrom, and that they have a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose of the said piece and parcel of land in the manner herein provided;
- 9.3** He is not entitled to receive any consent from any person, the Commissioner of Lands and Tax authorities excepted, and if any such consent is required, the Vendorss 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;
- 9.4** 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 Vendors is subject;
- 9.5** The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Vendors or require any consent under any agreement or other instrument to which the Vendors is a party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Vendors. The transactions provided for in any other material contracts to which the Vendors is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 9.6** No litigation, arbitration administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of his knowledge and belief after making reasonable enquiries, is pending or threatened against them or the Property as described in clause 1.0 above;
- 9.7** The Purchaser has purchased the Property subject to all terms of use applicable and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances;
- 9.8** All information that has been made available to the Purchaser or their representatives by the Vendors 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.

- 9.9** Each representation and warranty stated above shall be a separate representation and warranty. They shall be deemed to be material and to have induced the Purchaser to enter into this Agreement. The Vendors acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.

## **10.0 COVENANTS BY THE PURCHASERS AND REPRESENTATIONS**

The Purchasers hereby covenant with the Vendors that:

- 10.1** He has the power to enter into and perform its obligations under this Agreement;
- 10.2** This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 10.3** The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser or require any consent under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any judgement decree or order of any statute, rule or regulation applicable to the Purchaser. The transactions provided for in any other material contracts to which the Purchaser is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 10.4** No litigation, arbitration administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it;

- 10.5** The Purchaser has purchased the Property subject to all terms of use applicable and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances;
- 10.6** All information that has been made available to the Purchaser or his representatives by the Vendors or any of its 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.
- 10.7** Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Vendors to enter into this Agreement. The Purchaser acknowledges that the Vendors has entered into this Agreement relying on these representations and warranties.

## **11.0 COSTS**

### **11.1 General costs:**

Each party is responsible for its professional costs incurred with respect to the preparation and implementation of this Agreement.

### **11.2 Specific costs:**

The Vendors shall bear all taxes required in executing the terms set forth in this agreement. For the avoidance of doubt, the Vendors shall be responsible for paying Capital Gain tax.

- 11.3** The purchaser shall be responsible for paying Valuation Report fees, Stamp duty, registration fees and search fees during the transfer process.

## **12.0 NO ASSIGNMENT OF THIS AGREEMENT**

This Agreement is personal to the parties, and the parties shall not 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.

## **13.0 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.

#### **14.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION**

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

#### **15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

**15.1** The Laws of the United Republic of Tanzania shall govern the validity, construction and performance of this Agreement.

**15.2** 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.

**15.3** 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.

**15.4** 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 7 (seven) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit.

#### **16.0 FORCE MAJEURE**

**16.1** Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by him of his duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the parties from or hindering any of the parties' ability to fulfil the obligations hereunder undertaken to be provided.

**16.2** If either party is unable to perform his duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 16.1 above, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for more than ninety days and substantially affects the commercial intention of this Agreement, the party unable to perform the agreement has the right to rescind the agreement as long as he gives written notice to the other party of the rescission and the provision for failure to obtain the commissioner's approval shall apply mutatis mutandis.

## **17.0 ILLEGALITY**

**17.1** 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 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.

## **18.0 AMENDMENT AND WAIVER**

- 18.1** This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties.
- 18.2** 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 law.

## **19.0 NOTICES**

**19.1** 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, telefax, e-mail, telex, cable, and telegram or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by telefax, telex, cable or telegram shall be deemed to have been served on the day following the dispatch. Any notice given by e-mail shall be deemed to have been served on the same day of dispatch. In proving such services, it shall be sufficient to prove that the letter, telefax, e-mail, telex, cable or telegram (as the case may be) containing the notice was properly addressed and posted or (as the case may be) transmitted.

## **20.0 TERMINATION**

This agreement shall not be terminated by either party except in the case of the below;

**20.1** By mutual consent of all the parties.

**20.2** In the event either party breaches the terms of this agreement, and the breach is not remedied within 30 days from the date when a formal notice is issued to the breaching party.

**20.3** In the event that the rectification of the title is rejected by the Ministry of Lands.

**20.4** In the event that the certificate of approval for the land transfer is not issued by the Commissioner for Lands.

**20.5 PROVIDED THAT** upon the termination of this agreement as a result of the provisions of clause 7.0 of this agreement, both parties mutually agree to indemnify each other within a period of not more than one month to restore themselves to the original position prior to the signing of this agreement save

for the professional and incidental costs incurred by each party in furtherance of this agreement.

**20.6** The parties agree that should either party choose to terminate this agreement for any reason other than breach of condition;

i. In the event such termination is at the instance of the Vendor, the Vendor undertakes to refund the portion of the purchase price that shall have been paid by the purchaser in accordance with this agreement.

ii. In the event such termination is at the instance of the Purchaser, the portion of the purchase price that shall have been paid to the Vendor shall be retained by the Vendor, by 50% of the paid amount.

**20.7** In the event that this Agreement is terminated for any reason other than a default by either the Vendor or the Purchaser, neither party shall be deemed to be in breach or default of this Agreement. Upon such termination, the parties shall be restored to their respective original positions prior to the execution of this Agreement. Accordingly, the Vendor shall refund to the Purchaser all sums paid under this Agreement, without deduction, and the Purchaser shall reconvey and return the Land to the Vendor, free and clear of any claim, interest, or encumbrance arising from this Agreement.

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

**SEALED** with the **COMMON SEAL** of the said  
**ANGAZA INTERNATIONAL COMPANY LIMITED**  
on this .....**Day of** .....**2025**



Full Name ..... *Ma Chongji* .....  
Signature ..... *马崇基* .....  
Postal Address ..... *8520* .....  
Designation ..... *Director* .....

Full Name ..... *Ma Yunfei* .....  
Signature ..... *马云飞* .....  
Postal Address ..... *8520* .....  
Designation ..... *Director* .....

**SIGNED** and **DELIVERED** by the said  
**HAMEDI FARIDI RUBEYA**, who is known to me  
Personally /identified to me by \_\_\_\_\_  
The latter being known to me personally, in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_ 2025

*Mil*  
\_\_\_\_\_  
**VENDOR**

**BEFORE ME:**

*[Signature]*  
\_\_\_\_\_

**COMMISSIONER FOR OATHS**



**SIGNED** and **DELIVERED** by the said  
**L-ATRASH FARID RUBEA**, who is known to me  
Personally /identified to me by \_\_\_\_\_  
The latter being known to me personally, in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_ 2025

  
\_\_\_\_\_  
**VENDOR**

**BEFORE ME:**

  
\_\_\_\_\_



**COMMISSIONER FOR OATHS**

**SIGNED** and **DELIVERED** by the said  
**SALEH FARID RUBEYA**, who is known to me  
Personally /identified to me by \_\_\_\_\_  
The latter being known to me personally, in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_ 2025

  
\_\_\_\_\_  
**VENDOR**

**BEFORE ME:**

  
\_\_\_\_\_



**COMMISSIONER FOR OATHS**