

THE LAND ACT, No. 4 OF 1999

SALE AGREEMENT

between

MONICA NDEBWOHA NYINONDI

and

TANBREED POULTRY LIMITED

**CONCERNING THE SALE AND PURCHASE OF PLOT NUMBER 36, BLOCK "G",
SANZALE, BAGAMOYO URBAN AREA, WITH TITLE NUMBER 34695PWN
MEASURING 90,771 SQUARE METERS, AND ALL DEVELOPMENTS THEREON.**

Drawn By:

Kemi Advocates:

Arusha Office:
Corridor Area, Old Moshi Road,
NSSF Mafao House, 6th Floor,
P. O. Box 534, Arusha – Tanzania

Dar Es Salaam Office:
Chole Road, Oysterbay,
3rd Floor, Oyster Pearl House,
P. O. Box 106196, Dar Es Salaam

**SALE AGREEMENT RELATING TO THE
PURCHASE OF LAND**

This **AGREEMENT** is made on this day of 2025.

Between

MONICA NDEBWOHA NYINONDI, natural person with National Identification Number 19471101-14121-00001-13 and P. O. Box 38444 Dar Es Salaam, Tanzania (hereinafter referred to as "the **Seller**") which expression shall where the context so admits include her respective personal legal representatives' administrators of their estates, lawful agents and assignees of the one part.

And

TANBREED POULTRY LIMITED, a limited liability company (incorporation number 61206) incorporated in Tanzania under the Companies Act Chapter 212 of the laws of Tanzania with P. O. Box 1378, Morogoro, Tanzania (hereinafter referred to as "the **Purchaser**") which expression shall where the context so admits include its successors in title and lawful agents and assignees of the other part.

PREAMBLE:

A. WHEREAS, the Seller is the lawful registered owner of a parcel of land measuring 90,771 square meters (22.43 acres) and all developments thereon, being Plot Number 36, Block "G", Sanzale, Bagamoyo Urban Area, with Certificate of Title Number 34695PWN ("the Property").

B. AND WHEREAS, the Seller has agreed to sell and transfer the Property to the Purchaser on the terms and conditions as hereinafter appearing free from any encumbrances or third-party rights

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION.

1.1. In this Sale Agreement unless the context otherwise provides:-

- “Agreement”** means this Sale Agreement between the Seller and the Purchaser for the sale and transfer of the Property being that piece of land measuring 90,771 square meters (22.43 acres) and all developments thereon, being Plot Number 36, Block “G”, Sanzale, Bagamoyo Urban Area, with Certificate of Title Number 34695PWN.
- “Completion”** Completion in accordance with clause 7.1 and 7.2 of this Agreement;
- “Land Laws”** means the Land Act, 1999, as amended;
- “Property”** means a parcel of land measuring land measuring 90,771 square meters (22.43 acres) and all developments thereon, being Plot Number 36, Block “G”, Sanzale, Bagamoyo Urban Area, with Certificate of Title Number 34695PWN
- “Parties”** mean the Parties and signatories to this Agreement;
- “Transfer approval”** means Certificate of Approval (Land Form No. 33 as required under Land Laws for the disposition of the Property to the Purchaser);
- “Vacant Possession”** means that the Property is in vacant possession and a state fit to be handed over to and occupied by the Purchaser as determined by the Seller and the Purchaser on conclusion and signing of this Agreement.

- 1.2. Words importing the singular, shall where the context so admits, be construed as importing the plural and vice versa.
- 1.3. Words importing persons shall, where the context so admits, be construed as importing a corporate body and vice versa.

- 1.4. The headings to the respective clauses do not form part of this Agreement and are for convenience of reference only and shall not affect the construction or interpretation of the terms and provisions hereof.
- 1.5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, the parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.
- 2.0 DESCRIPTION OF PROPERTY SOLD**
- 2.1 **ALL THAT** parcel of land measuring 90,771 square meters (22.43 acres) and all developments thereon, being Plot Number 36, Block "G", Sanzale, Bagamoyo Urban Area, with Certificate of Title Number 34695PWN as evidenced by a *copy of Certificate of Title attached herewith and marked Annexure A and forming part of this Agreement.*
- 3.0 CONSIDERATION AND MODE OF PAYMENT:**
- 3.1 The price for the sale and transfer of the Property is a consideration of **Tanzania Shillings Two Billion Two Hundred and Forty-Three Million (TZS 2,243,000,000/=) only** inclusive of taxes and dues levied over the Property.
- 3.2 A sum of Tanzania Shillings Two Hundred Twenty-Four Million, Three Hundred Thousand (TZS 224,300,000/=) being equivalent to 10 per cent (10%) of the Consideration has already been paid by the Purchaser to the Seller as consideration for the exclusive right to acquire the Property as provided in the Lockout Agreement dated 21st July 2025 and this part payment shall be deducted from the Consideration.
- 3.3 For the avoidance of doubt, the balance of the Consideration due to the Seller from the Purchaser is **Tanzania Shillings Two Billion Eighteen Million and Seven Hundred Thousand (TZS 2,018,700,000/=) only.**

The Purchaser shall deposit this balance (TZS 2,018,700,000/=), to be held in Escrow, into the following designated client account of the lawyers (Kemi Advocates).

Account Name: Kemi Advocates Client Account
Bank Name: CRDB Bank Plc
Account Number: 015C370104200
Swift Code: CORUTZTZ

3.4 While undertaking the sale and transfer process, the lawyers shall make payments/deductions from the Consideration to settle the following as per their respective assessments or invoices.

a) The envisioned payments and deductions are:

- i. Electricity bills, if any
- ii. Water bills from the water supply authority, and water fees due over any water rights that it holds, if any
- iii. Land rent
- iv. Capital Gains Tax

b) The Purchaser shall pay the following costs and they shall not be deducted from the consideration:

- i. Approval fee
- ii. Stamp duty
- iii. Transfer registration fee

3.5 The Purchaser's lawyers shall promptly pay the balance of the Consideration to the Seller's below bank account upon completion of the transaction as provided under clause 7.1 and 7.2 below.

Account Name: Monica Ndebwoha Nyinondi
Bank Name: CRDB Bank
Account Number: 0152003416600
Swift Code: CORUTZTZ

4.0 SELLER'S COVENANTS:

4.1 The Seller hereby covenants to the Purchaser as follows:-

4.1.1 Upon the signing of this Agreement, the Seller shall allow the lawyers to:

to collect and hold the original Certificate of Title Number No. 34695PWN to facilitate the sales and transfer process of the Property and lodge all the necessary documents, title, apply for and obtain the Transfer approval from the land office and registration of transfer,

- 4.1.2 Until the date of Completion or termination of this Agreement, whichever is earlier, the Seller will not solicit or otherwise agree to enter into any agreement for the sale, lease or transfer the Property and shall not encumber or otherwise dispose or deal with the Property (or any part of it) in a manner which is inconsistent with this Agreement.
- 4.1.3 After the signing of this Agreement, the Seller shall do all acts and execute all documents for perfecting the sale and transfer of ownership of the Property in favour of the Purchaser.
- 4.1.4 The Seller agrees to indemnify and hold harmless the Purchaser from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including legal fees and costs, but only to the extent caused by or arising out of, or relating to non-adherence of the applicable laws by the Seller.
- 4.1.5 The Seller shall indemnify and keep indemnified the Purchaser against any loss or liability or risk which maybe suffered or incurred by the Purchaser as a result of any act or omission by the Seller in respect of the Property prior to completion occurring or as a result of any claim that any of the warranties has been breached or is untrue or inaccurate.

5.0 SELLER'S REPRESENTATIONS AND WARRANTIES

- 5.1 The Seller represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement that:
 - 5.1.1 she has good marketable title to the property and that the Property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no known dispute or litigation pending or threatened before any forum or court in respect of the Property or its proposed sale and transfer, and in the event of such claims, the Seller shall fully indemnify the Purchaser immediately. The

Seller undertakes to discharge any encumbrance discovered before completion, at her cost.

- 5.1.2 she has ensured that, all restrictions, conditions and covenants applicable to the Property have been fully observed and complied with and no notice of any breach thereof have been received or is to the Seller's knowledge likely to be received.
- 5.1.3 This Agreement and the deeds of transfer of the Property from her names (the Seller) to the Purchaser shall be subject to the approval of the Land Office in that behalf being recorded to this disposition.
- 5.1.4 all information given by or on behalf of the Seller to the Purchaser in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all respects and, according to her knowledge she (the Seller) is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.
- 5.1.5 execution of this Agreement and the relevant documents and/or performance of its terms will not result in breach of any agreement to which the Seller is a party to of or to any court order or decree.
- 5.1.6 she will not do or omit or permit to be done any act or thing, or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement or on the whole or part of the Property.
- 5.1.7 she is not aware of any intended expropriation and/or acquisition of the Property or any portion thereof by the Government of the United Republic of Tanzania or any authority.

6.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 6.1 The Purchaser represents and warrants as follows to the Seller, and acknowledges that the Seller is relying upon such representations and warranties in entering into this Agreement that.

6.1.1. it has requisite mandate, authority and approvals to enter into this Agreement and complete the transactions contemplated hereby.

6.1.2. execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized and shall not result in breach of the corporate organizational documents.

6.1.3. the Purchaser will perform its obligations as imposed under this Agreement and comply with the applicable law.

7.0 COMPLETION, CONDITIONS PRECEDENT AND SPECIFIC COVENANTS

7.1 The Seller and the Purchaser hereby agree that the completion of this Agreement will happen upon fulfillment of the following conditions precedent:

- a) Obtaining sale and transfer approval (Certificate of Approval) from the Land Office,
- b) Completion of Environmental Impact Assessment (EIA) over the Property,
- c) Registration of transfer of the Property to the Purchaser, which will be done after completion of EIA provided above, and
- d) The Seller delivering vacant possession to the Purchaser.

For the avoidance of doubt, upon registration of the transfer of the Property into the Purchaser's name, the Purchaser shall be solely responsible for pursuing and procuring the Tanzania Investment and Special Economic Zones Authority (TISEZA) Derivative Rights in its favour

7.2 While delivering vacant possession, the Purchaser shall confirm in writing that completion has been achieved and the balance of the Consideration shall be paid immediately to the Seller as per clause 3.5 above.

8.0 NOTICES

8.1 All notices, requests, consents, demands, waivers and other communications, duly given by either Party, shall be in writing in the English language, and shall be sent by hand delivery, prepaid post letter or other speedier mode of communications or transmittal whether manual or electronic including but not limited to telefax and E – mail to the addresses set forth below:

FOR THE SELLER:

Monica Ndebwoha Nyinondi
P. O. Box, Dar Es Salaam.
Telephone:

FOR THE PURCHASER:

Mr. Orson Taylor
P. O. Box 1378, Morogoro – Tanzania.
Telephone: 0788 242 473
E – MAIL: md@interchicktz.com
Copied to:
Kester Lyaruu
Kemi Advocates,
P. O. Box 106196, Dar Es Salaam – Tanzania.
Telephone: 0713 336 936
E – MAIL: kester.lyaruu@kemiadvocates.co.tz

9.0 GOVERNING LAW

9.1 All matters arising from and in connection with this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

10.0 DISPUTE RESOLUTION

10.1 In the event that any dispute or difference arises between the Parties in connection with this Agreement, the Parties shall use their best efforts and take all reasonable steps within their ability to resolve such dispute or difference amicably through mediation, to be undertaken within thirty (30) days of the dispute arising.

10.2 Should the Parties fail to resolve the dispute or difference through mediation within the said thirty (30) days, either Party shall be entitled to refer the matter to a court of competent jurisdiction.

11.0 INDEMNITY CLAUSE

- 11.1 The Seller and Purchaser hereby undertake to indemnify and hold harmless the each other from and against any loss, damage, liability, cost, expense or action suffered or incurred by one Party directly as a result of any breach or non-observance by the other of any of the it's obligations or duties herein.
- 11.2 Each Party undertakes to indemnify the other Party on a full and unqualified indemnity basis against any action, claim, loss, cost, damage or expense either Party may suffer or incur as a result of any document delivered to it pursuant to this Agreement being unauthorized, invalid or for any reason ineffective for its purpose.
- 11.3 Without prejudice to any of either Party's other rights under this Agreement, if it comes to the knowledge of either Party prior to the Completion that any fact is inconsistent with the warranties given by a Party pursuant to the provisions of this Agreement or which may cause the said warranties to be untrue, misleading or breached, the affected Party shall be entitled to rescind this Agreement and claim any damages incurred by such affected party and, at the same time, all Parties shall revert to their original position before such rescission.

12.0 MISCELLANEOUS PROVISIONS

- 12.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time, all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 12.2 The Parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
- 12.3 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement.
- 12.4 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the Parties.

12.5 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.

12.6 No amendment to this Agreement shall be effective unless it is in writing and duly executed by or on behalf of the Parties to this Agreement.

IN WITNESS HEREOF, the Parties hereto have executed originals of this Sale Agreement on the date and year first herein above written in the following manner:-

SIGNED and DELIVERED by the said MONICA NDEBWOHA NYINONDI identified to me by the latter being known to me personally, in my presence this..... day of 20...

My di



BEFORE ME:-

FULL NAME: KESTER PAUL LYARUU
SIGNATURE: [Signature]
POSTAL ADDRESS: 534 ARUSHA
DESIGNATION: ADVOCATE/COMMISSIONER FOR OATHS



SEALED with the COMMON SEAL of TANBREED POULTRY LIMITED in our presence on this day of 20...



Full name: ORSON THYOR
Signature: [Signature]
Postal Address: 1378 MOROGORO
Designation: Director

Full name: RUGAMBWA CYRIL PESHA
Signature: [Signature]
Postal Address: BOX 7991-8 DSM
Designation: Director/Company Secretary

CERTIFICATION BY THE ATTORNEY:

I, KESTER PAUL LYARUU, CERTIFY THAT I witnessed the directors of Tanbreed Poultry Limited herein affix the Seal and duly execute this Sale Agreement.

FULL NAME: KESTER PAUL LYARUU
SIGNATURE: [Signature]
POSTAL ADDRESS: 534 ARUSHA
DESIGNATION: ADVOCATE/COMMISSIONER FOR OATHS



Initials... MND OT



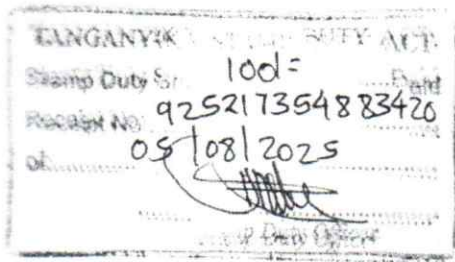
Land Form No. 22

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Title No. 34695.PWN
L.O. No. 1642155
Ref. No. BAG/LD/66709

The 22nd day of October Two Thousand and Twenty five

THIS IS TO CERTIFY that **MONICA NDEBWOHA NYINONDI**, of P.O. Box 88444, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine (99)** years from the first day of **July, two thousand and twenty five** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2026; shall hereafter pay rent of shillings **Four million two hundred sixty six thousand two hundred and thirty seven (4,266,237/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall: -
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

May 07

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
- (iii) Building shall be in permanent materials.
- (iv) Plant, maintain, protect and preserve or conserve not less than five trees on the land within thirty six months from the day of commencement of the Right. The occupier may plant fruits or wood trees depending on the climatic conditions of such land or as it can be directed by planning authority and shall ensure such trees are kept, maintained or replaced throughout the term of such Right of Occupancy.
- (v) Building plans to be submitted to the **Bagamoyo District Council** within six months from the commencement of the Right.
- (vi) Building construction to begin within six months after approval of the plans.
- (vii) Building to be completed within thirty-six (36) months from the day of commencement of the Right.

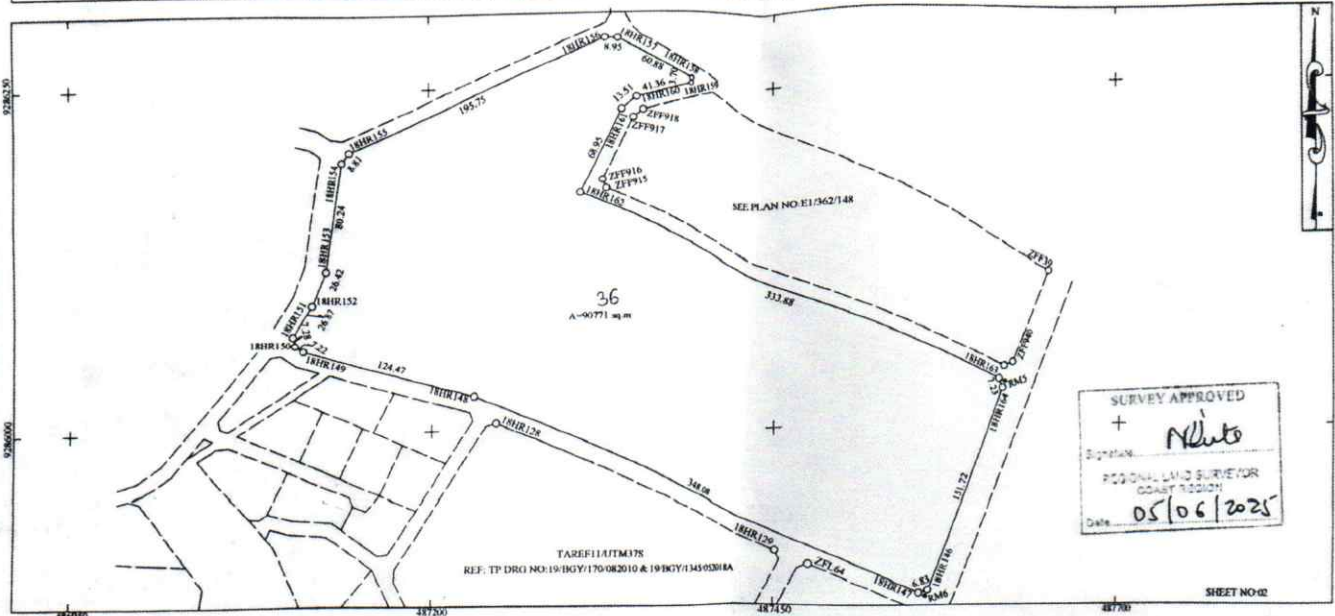
3. The Occupier shall further:

- (i) Make and maintain of the land throughout the term adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of authority.
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical of Health.
- (iv) Fence the land with good quality fencing. Car parking spaces shall be provided within the boundaries of the land.

4. **USER:** The land shall be used for **Industrial purposes only** Use Group 'M' use classes (a), (b), (c) and (d) as defined in the Urban Planning Act No. 8 of 2007 (use Groups and Use Classes) regulations, 2018.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all **premia**, taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause and in public interest.

May 07

SURVEY OF PLOT NO. 36 BLOCK "G" AT SANZALE
BAGAMOYO URBAN AREA - COAST REGION



SURVEY APPROVED
+
Signature: *M. N. O. T.*
REGIONAL LAND SURVEYOR
COAST REGION
Date: 05/06/2025

TAREFI 14714178
REF. TP DRG NO: 19/16CV/170/082010 & 19/16CV/1345/0318A

Comps No. E1362 AJ
Sld sheet No. 168/IV
Action C.C.
Mp No. 168/IV/10
PLAN No. E1362/864

SCALE 1:3500
Amendments made by:
i. Mashaka N. (Plot no) 30-5-2025
II. _____
III. _____
Photostat Copies Scale 10
I. _____
II. _____
III. _____

Plan drawn by AIKA ATHUMANI
I hereby certify that the survey represented
by this plan was carried out in accordance
with the survey regulations.
Date: 02-05-2025
M. N. O. T.
MPELI WILLIAM MAMASE
DISTRICT LAND SURVEYOR
REGISTERED PLAN NO. 210285

CamScanner

MN OT

SCHEDULE

All that land known as **Plot No. 36 Block "G"** situated at **Sanzale in Bagamoyo Urban Area** containing **ninety thousand seven hundred and seventy one (90771) square metres** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **210285** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my **official seal** the day and year first above written.



ASSISTANT COMMISSIONER FOR LANDS

I, the within named **MONICA NDEBWOHA NYINONDI** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said **MONICA NDEBWOHA NYINONDI** who is known to me personally /identified to me by

the latter being known to me personally in my presence this 19th day of AUGUST 2025.

Mydi

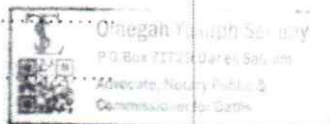
Witness's:

Signature: *[Handwritten Signature]*

Postal Address: 71729

DCM

Qualification: ADVOCATE



MM OT

