



**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR  
MINISTRY OF EDUCATION AND VOCATIONAL TRAINING**

**SALE AGREEMENT**

**FOR**

**KIMBILIO INTERNATIONAL SCHOOL**

**BETWEEN**

**M/S. KIMBILIO COMPANY LIMITED**

**AND**

**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING,  
ZANZIBAR**

**DATE: 24<sup>th</sup> JANUARY, 2022**

THIS SALE AGREEMENT is made on the 24 day of January, 2022.

**BETWEEN**

**KIMBILIO COMPANY LIMITED**, a company limited by shares and incorporated under the provisions of the Companies Act, No. 13 of 2013 the Laws of Zanzibar- Tanzania with registration **No. Z. 0000051905** having its registered office at Bweleo under the Free Economic Zones of Fumba, Zanzibar (Hereinafter referred to as "**the Vendor**") which term shall where the context so admits includes their heirs, legal representatives, administrators, or assigns of the one part

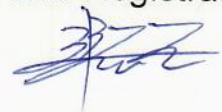
**AND**

**Principal Secretary, Ministry of Education and Vocational Training**, whose offices is at Mazizini, Zanzibar, Tanzania, having postal address 394, Zanzibar (hereinafter referred to as "**the Purchaser**") which term shall where the context so admits includes legal representatives and assigns of the other part.

**WHEREAS** the Vendor affirms and confirms that to be the lawful and beneficial owner of all that Kimbilio International school as described in the schedule herein (herein referred to as the "**PROPERTY**") situate at Bweleo area within the West District "B" of Urban West Region in the Island of Zanzibar.

**AND WHEREAS** the Vendor with free consent and willingness agreed for the pecuniary value reserved, terms and conditions expressed herein to transfer with the Purchaser by way of sale the aforementioned Kimbilio International School together with its rights, equipment, benefits and interests for the use and purpose observed hereunder.

**AND WHEREAS** the Purchaser is willing to buy the property believing the same to be owned by the Vendor with all its rights, interests and benefits permissible under the Laws of Zanzibar governing land and that the Vendor is further willing to assist the said Purchaser to process the documentation from the Department of Lands and Registration of





Zanzibar for the Land Lease and other necessary formalities related therewith.

**AND WHEREAS** the Vendor and Purchaser have carried out various negotiations on this transactions and now wish to have an agreement setting forth the terms and conditions for the same.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;**

1. That, the **Vendor** has agreed to sell and the **Purchaser** has agreed to purchase the **property** situated at Bweleo within the Urban West Region Unguja in the Island of Zanzibar for total consideration of **Us Dollars One Million Two Hundred Thousand (USD 1,200,000.00) only or its equivalent in Tanzania Shillings to the current rate.** The **Vendor** do hereby surrender by way of sale all his rights, benefits and interest accrued from that land in the recital above to the said Purchaser to use the same for purpose herein referred.
2. That, the amount mentioned above to be paid to the **Vendor** by **Purchaser** is the price of the **property**, and the whole payments without any instalments, the whole process should be done **within two weeks** from the date of signing of this agreement by way of banking transaction in Zanzibar, **to Vendor's ABSA Bank Account No. 0036001798.**
3. That, by virtue and the power of this agreement the ownership of this land is vested to the **Purchaser** and the name of the **Vendor** cease to appear in any document relating to this land and when ever happen to appear it should be deemed to mean the **Purchaser.**
4. That, all people rightful or in any manner demanding the possession, claims of this Property or from the suppliers of materials and contractor or sub-contractors, subject matter of this agreement or anything attached therewith, the rights or the interests connected thereto, shall be directed to the **Vendor** and not to the **Purchaser.** The Purchaser's rights shall not extinguish



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and they shall be free from any trouble that may accrue due to any misrepresentation, false statement, negligence or fraud on the part of the **Vendor**.

5. That, the transfer shall be completed or deemed to be completed when the consideration is fully paid as well as sharing the signed and witnessed Agreement documents.
6. That, the **Vendor** shall pay all relevant taxes (if any) required for the surrender of the transferred Property to him and pay all fees and other charges for the preparation of this Agreement and other necessary documents required thereto.
7. That, the **Purchaser** agreed to pay the price referred herewith believing the Property to be owned by the **Vendor** and consider the transaction to be entered at a better and *bona-fide* environment.
8. That, both parties agree that the terms and conditions of this agreement shall continue to be in force and be binding on each of them and as well as their respective successors in title, personal legal representatives, administrators, assigns, and estates.
9. That, both parties agree and undertake to cooperate and do everything in their power to ensure that the terms and conditions set forth in this agreement are fully and successfully implemented.
10. That, the said property or any part therefore is not subject matter of any litigation or proceeding and the same is not attached or sold or sought to be sold in whole or in portion in any court or other civil or revenue or other proceeding and not subject to any attachment by the process of the court or in possession or custody by any receiver, judicial or requisition in respect of the said property.





11. That, the **Vendor** represents and assures that there is no subsisting agreement or arrangements to sell or otherwise for the said property or any part thereof with anyone else and they have not executed any power of attorney in favor of any third party to deal with the said property or any part thereof.
12. That, the **Vendor** undertakes and declares that the he shall not enter into any negotiation, commit, transfer, change, mortgage, alienate or transfer possession of the property to any third party during the subsistence of this this agreement upon fully consideration and execution of this agreement.
13. That, there are no pending liabilities, liens, charges or encumbrances with regard to the said property including any government dues which would affect the title of the vendor for the said property and that the vendor has paid all the taxes, charges and dues to various authorities concerned including ZIPA till the date of execution of this agreement.
14. That, if any term or condition of this agreement will be determined to be illegal or invalid for whatever reason not attributable to either party, than such term or condition shall be deemed to be excluded herein and shall as far as appropriate be served from and be without prejudice to the rest of the terms and of this agreement.
15. That, all rights given to the **Purchaser** under this agreement shall be in addition to and not in derogation from the rights conferred upon him by virtue of any existing law in Zanzibar.
16. That, the **Vendor** agrees to pay all the outgoings, ceases, rates, taxes and other charges payable for the said property up to the effective date of this agreement and from the effective date onwards the same shall be borne and paid by the purchaser alone.



17. That, following documents shall be deemed to form and be read and construed as part of this Agreement:
- (a) *the Sale Agreement;*
  - (b) *the Land Lease Agreement;*
  - (c) *the Site Plan;*
  - (d) *the Registration Certificate of Kimbilio Company Ltd;*
  - (e) *the Board Resolution of Selling Company's Property; and*
  - (f) *the Building Materials.*
18. That, the terms and conditions for this agreement are governed by and shall be interpreted in accordance with the Laws of Zanzibar.
19. That, this agreement is being made on good and mutual understanding of all the parties to it. In the event there will be arise any dispute or misunderstanding between any or amongst the parties hereto relating to the interpretation or implementation of this agreement, than such dispute or misunderstanding shall be resolved amicably by the parties themselves failure of which the same shall be referred to the Court of laws.
20. That, the agreement shall become effective and binding to both parties upon being signed by both parties and fully consideration to be paid to the vendor.
21. That, this agreement shall take effect from the date it is signed by the parties and shall be determined or shall be deemed to lapse when each and every term or condition set forth has been fully and successfully implemented by each party or the object of this transaction has been successfully achieved.
22. That, the **Purchaser** paying the consideration herein reserved in the manner aforesaid, performing and observing all covenants, terms and conditions herein, may peaceable and lawful hold, own and enjoy the transferred property without any hindrance from the Vendor or any person claiming under it.





23. That, this Agreement supersedes any previous agreements or arrangements or representations made by the parties and the same are hereby deemed to have been determined or cancelled by mutual consent of the parties.

#### SCHEDULE.

**ALL THAT** Kimbilio International school (Property) situates at Bweleo within the West District "B" of Urban West Region in the Island of Zanzibar admeasuring 17,036.50sqm and particularly bounded as follows:

**North: by the Ushirika wa Hiyari ya Moyo.**

**South: by the Shamba of Mirali and Football Ground**

**East: by the Road**

**West: by the Ushirika wa Hiyari ya Moyo.**

**IN WITNESS WHEREOF** the parties hereto have hereunto put their hands on the day and date aforementioned.

**SIGNED** and delivered

By the Vendor this 24 January, 2022

Name: HEE SUK MOON

Director

(For Kimbilio Company Limited)



**In the presence of;**

Name: ABDULLA S. ABDULLA

Designation: ADVOCATE

Address: P.O BOX 2381 Z'BAR

Signature: [Signature]

Name: AL. KHANIS ALI

Designation: COMPANY GUARANTOR

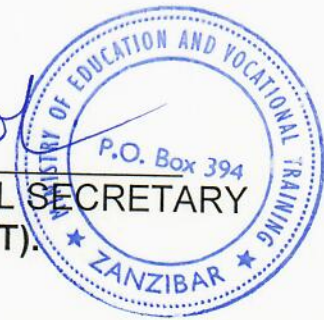
Address: [Signature]

Signature: [Signature]

**SIGNED** and delivered

By the Purchaser this \_\_\_\_\_ January 2022.

Name: PRINCIPAL SECRETARY  
(For.MoEVT).



**In the presence of;**

Name: KHALID M. WAZIR

Name: MASOUD M. HAJI

Designation: DPPR

Designation: LEGAL OFFICER

Address: MINISTRY OF EDUCATION  
OF VOCATIONAL TRAINING

Address: P.O. BOX 394

Signature:

Signature: