UNIVERSITY OF DODOMA

COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

SCHOOL OF SOCIAL SCIENCES

DEPARTMENT OF LAW

COURSE NAME: LAND LAW 2

COURSE CODE: LW 224

COURSE INSTRUCTOR: MR. KINUNDA

SUBMISSION DATE: 13TH JUNE, 2016

NAME	REG. NUMBER	SIGNATURE
EKOMO KIBAJI	T/UDOM/2014/02603	
PETER SEVERE	T/UDOM/2014/02547	

QUESTION:

Prepare a sale agreement only to the seller and buyer

This AGREEMENT for the disposition of the right of occupancy is made this……day of ……20……..between……

(Hereinafter called "the vendor" of P.O.Box……,……of the one part and……

(Hereinafter called "the purchaser") of P.O.Box ……,…… of the other part.

WHEREAS:

That the Vendor is the registered owner of Plot No ……, LO No …... Title No ……, located at ……. Area ,……. District in ……, Region, with all the developments thereon (hereinafter called "the property").

That the property occupies an area of……. Squire Meters and it is held under the right of occupancy for a term of …….. Years from ……20……

That the Vendor is desirous of selling the property to the Purchaser and the Purchaser has agreed to buy the said property from the Vendor on the terms and conditions hereinafter appearing:

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

That the Vendor hereby sells the property to the Purchaser and the Purchaser hereby purchases the said property hereinabove referred subject to covenants herein stipulated but otherwise free from any encumbrances whatsoever.

That the Purchaser shall pay to the Vendor the consideration of **Tanzania Shillings**

…… (……) in total.

That the Purchaser shall pay stamp duty on the transfer, disbursements, consent fee, registration fee and other charges arising out of, and in connection with or incidental to the preparation and or this Agreement and the Deed of Transfer.

That immediately after the execution of the transfer deed by the parties hereto the Vendor shall surrender to the Purchaser all relevant documents relating to the property including exchequer receipts for payments of fees for the Certificate of Occupancy, land rent and all other relevant documents required for the registration of title to the property in the names of the Purchaser.

That in the event that the Commissioner for Lands withholds his consent or that for whatever reason the transfer of the said property into the name of the Purchaser occupies the property into the name of the Purchaser is frustrated before the Purchaser occupies 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 Vendor from the Purchaser shall be refunded to the Purchaser in full.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the dates and the year hereinafter appearing:

SIGNED and **DELIVERED** by the said

…… ……

Who is personally known to me this 2nd day of

VENDOR

…… 20 ……in my presence.

BEFORE ME:

Name: ……

Signature……

Address: **P.O. Box ....**

Qualification: **.....**

SIGNED and **DELIVERED** by the said

..... Who is personally known

.....

To me this ..... 20..... In my presence

PURCHASER

PURCHASER'S WITNESS:

Name .....

Signature .....

Address .....

Relationship .....

BEFORE ME:

Name: .....

Signature .....

Address: **P.O. Box ....**

Qualification: **.....**

Drawn by:

.....

P.O. Box ....,

.....