

SALE AGREEMENT

BETWEEN

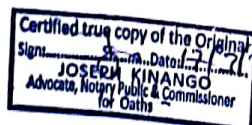
SHAFIK BADRUDIN MERALI

AND

PREMIDIS LIMITED

DRAWN BY:

GALATI LAW CHAMBERS  
ADVOCATES  
PLOT NO 21 BLOCK "K"  
KENYATTA ROAD  
1<sup>ST</sup> FLOOR, EXIM BANK BUILDING  
P.O. BOX 11317  
MWANZA



DRAFT COPY

# SALE AGREEMENT

This Agreement is made on the 23<sup>rd</sup> day of November 2019.

BETWEEN

SHAFIK BADRUDIN MERALI of Postal Office Box Number 800 Mwanza, Tanzania (hereinafter referred to as the "Vendor") of the one Part;

AND

PREMIDIS LIMITED, a limited liability company incorporated in Tanzania under the Companies Act (Cap: 212 R.E. 2002) of Postal Office Box Number 2718 Mwanza, Tanzania (hereinafter referred to as the "Purchaser") of the other party

WHEREAS the Vendor is the lawful owner of ALL THE ASSETS COMPRISING LAND and BUILDINGS located on a parcels of land at PLOT NO. 11 INDUSTRIAL AREA, NYAKATO MWANZA TOWNSHIP, together with all the exhausted or unexhausted improvements, developments and appurtenances therein contained (herein after referred to as "the Properties") and is desirous of selling the properties to the Purchaser under the terms and conditions of this agreement



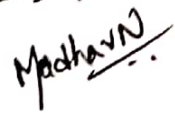
AND WHEREAS the Purchaser is desirous of buying the said properties

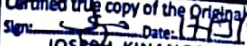
NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:

## 1. DEFINITION AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:-

"Agreement" means this Sale Agreement as originally executed, and all instruments supplemental thereto and any amendments to this Agreement subsequently agreed upon from time to time in writing by the Parties;

Certified true copy of the Original  
Sign:  Date: 17/11/2019  
JOSEPH KINANGO  
Advocate, Notary Public & Commissioner  
for Oaths

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- "Commissioner" means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, appointed from time to time under section 9 of the Land Act, Act No. 4 of 1999 (as amended), or any other person upon whom the powers of the Commissioner for Lands to grant approval of dispositions of land have been vested or delegated or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated or authorised to be performed under Section 37 of the Land Act, Act No. 4 of 1999 (as amended).
- "Completion" means the Completion of all those matters set out in Clause 4.2
- "Completion Date" means the date on which Completion occurs;
- "Consideration" means the sum of the Purchase Price amounting to Tanzanian Shillings Eight Hundred Million only (Tshs. 800, 000,000.00)
- "Encumbrance" means any encumbrance including without limitation any claim, debenture, mortgage, pledge, charge, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership,(including usufruct and similar entitlements), any provisional or executorial attachment and any other interest held by third party;
- "Government" means the Government of the United Republic of Tanzania;
- "Information" means all information relating to the Properties as hereinabove described, the subject of this Agreement, including without limitation information relating to the Title over the Properties as originally existing;
- "Party" means any one of the signatories to this Agreement;
- "Permits" means all permits, licences including but not limited to consents, approvals, certificates, qualifications, registrations or other authorisations, or filings of notification, reports or assessments to be issued to the Purchaser at or prior to

  
S. MACHANGU  
Machangu




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Completion by the Vendor for the transfer of the Property to the Purchaser;

- "Properties" means the all that Assets comprising Land, Buildings and Transformer situated on PLOT NO. 11 INDUSTRIAL AREA, NYAKATO MWANZA TOWNSHIP.
- "Purchase Price" means Tanzanian Shillings Eight Hundred Million (Tshs. 800,000,000.00)
- "Signature Date" means the last date upon which this Agreement has been duly executed and signed by each of the parties.
- "Taxation" means all forms of taxation, duties, levies, imposts and social security charges, including, without limitation, value added tax, capital gains tax and other legal transaction taxes, (municipal) real estate taxes other municipal taxes and duties, land rent, environment taxes and duties and any other type of taxes or duties payable by the Vendor with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed by the Vendor;

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa and references to Clauses and Schedules are references to the Clauses of this Agreement.
- 1.3 References to any statutes shall include any statute, by-law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted or extended by the same or pursuant to which the same is made.
- 1.4 Words importing the masculine gender shall include the feminine gender and vice-versa.
- 1.5 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.6 References to any document or agreement include references to such document or agreement as amended, novated, replaced or supplemented from time to time.

  
Sinwal  
Madhav

Certified true copy of the Original  
Sign:  Date: 17/3/2024  
JOSEPH KINANGO  
Advocate, Notary Public & Commissioner  
for Oaths

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- 1.7 Reference to any person or Party includes that person's or Party's successors or permitted assigns.
- 1.8 If any of the provisions in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or unenforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

## 2. SALE OF ASSETS AND PRICE

- 2.1 Upon and subject to the terms and conditions of this Agreement, the Vendor shall sell, transfer, and hand over to the Purchaser, and the Purchaser shall purchase and acquire from the Vendor for the Consideration, all that Assets and Properties Comprising Land and Buildings situated on **PLOT NO. 11 INDUSTRIAL AREA, NYAKATO MWANZA TOWNSHIP.**
- 2.2 The Purchase Price for the Property stated in Clause 2.1. above shall be **Tanzanian Shillings Eight Hundred Million only (Tshd. 800,000,000/=)**

## 3. TERMS AND CONDITIONS OF PAYMENT OF THE PURCHASE PRICE

The whole amount of the purchase price shall be paid by the Purchaser to the Vendor by depositing into the Vendor's Bank Account Number 0005088001 kept with DIAMOND TRUST BANK LTD in the name of the seller. As proof of payment the Purchaser will send to the Vendor a copy of Payment swift or a copy of the Fund Transfer .

## 4. DELIVERY, GIVING POSSESSION AND TRANSFER OF TITLE

### 4.1 POSSESSION.

Upon payment of the purchase price the vendor shall grant absolute and vacant possession of the properties and the purchaser will be at liberty to start its activities therein.



*Machani*



4.2 APPROVAL OF THE COMMISSIONER OF LANDS OR RELEVANT AUTHORITY

4.2.1 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 disposition of land, and is subject to the Commissioner's approval being obtained.

4.2.2 The Vendor will apply for the Commissioner's approval, and at its expense, shall process and use all reasonable endeavour to obtain it.


4.2.3 The Vendor will give notice to the Purchaser that he has obtained the Commissioner's approval as soon as practicable after obtaining it.


4.2.4 In assuring that the Commissioner's approval is granted, the Parties undertake and covenants that they will:

I. promptly supply such information, documentation and references as may reasonably be required of it, and as may otherwise be required under the Land Act, 1999, any applicable law or under the terms and conditions of the transfer of the Right of Occupancy;

II. if so required by the Commissioner or Relevant Authority, directly with the Commissioner in the Commissioner's consent to pay the rent under, and to observe and perform the covenants of the occupier and fulfil all the conditions contained in the Right of Occupancy, such covenant to be in the form reasonably required by law or as otherwise directed by the Commissioner;

III. procure a guarantee of the due performance and observance of the covenants in the Right of Occupancy by one or more parties as the Commissioner or like authority may properly require as a condition of the grant of the Commissioner's consent, and supply such information, documents and references in respect of those parties as may

  
S. Muthu  
Muthu

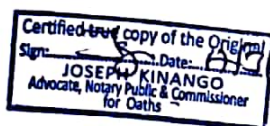
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Certified true copy of the original  
Signed:  Date: 17/02/21  
JOSKPA KINANGO  
Advocate, Notary Public & Commissioner  
for Oaths

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reasonably be required of them, or as may otherwise be required under the terms of the transfer of the Right of Occupancy; and

IV. execute the Commissioner's consent in such form as the Commissioner may reasonably require, and procure any such parties are required to guarantee to do likewise;

- 4.2.5 If the Commissioner's consent has not been obtained by the Completion Date, the time for completion is to be postponed until fifteen working days after the **Vendor** gives notice to the **Purchaser** that the Commissioner's consent has not been obtained, and the postponed date is to be treated as the Completion Date instead.
- 4.2.6 If the Commissioner's approval has not been obtained within six months after the Signature date of this Agreement, either party may then, or at any time thereafter, rescind this Agreement by notice to the other, unless the Commissioner's consent or a declaration is obtained in the meantime.
- 4.2.7 A party, otherwise entitled to rescind this Agreement for inability to obtain the Commissioner's consent, may not exercise the right if he has not performed his obligations required in connection with obtaining the Commissioner's approval, unless and until his own breach of obligation has ceased for a reasonable time to be a cause of the withholding of the Commissioner's consent.
- 4.2.8 In case of rescission under the terms of this Clause neither the **Vendor** nor the **Purchaser** is to be treated as in breach of contract.
- 4.2.9 If the Commissioner consent is not obtained up to and until the Completion Date, or if the consent is otherwise refused by reasons outside the contemplation of the Parties, the **Vendor** shall return all the monies paid as Purchase Price only by the **Purchaser** in accordance with the provisions of this Agreement. All other payments made by each of the parties in respect of fees, duties and incidental costs will be at each parties' own costs.



*Srikanth*  
*Madhavi*


#### 4.3 TRANSFER OF TITLE

Upon Completion, and payment of the purchase price in full the **Vendor** shall deliver to the **Purchaser** not later than sixty days;

- 4.3.1 all the documents of Title of the Property, to the extent available, all building permits, maps, licences etc;
- 4.3.2 a duly executed Deed of Transfer and approval from the Commissioner for Land and Development Services as are necessary to complete the transfer of the Property to the **Purchaser**;
- 4.3.3 the Certificate of the Right of Occupancy for the Property, free and discharged of all mortgages or other encumbrances if any;
- 4.3.4 vacant possession of the Property upon execution of this Sale Agreement; and
- 4.3.5 The information and all other records, documents, lists, categories, literature and material as are included in, or relate to, the Property. These documents should include, if applicable;
  - i. Original Title Deed Number 6316
  - ii. Land rent receipts for the year 2016/2017
  - iii. Instrument of transfer executed by the **Vendor** (in tripartite);
  - iv. Approval to the transfer from the Commissioner of Lands;
  - v. Capital Gains Tax Receipts;
  - vi. Valuation Reports in respect of the property and original receipts;

#### 5. STATUS OF THE PROPERTY

- 5.1 The **Purchaser** has, prior to the execution of the Sale Agreement, conducted its own due diligence of the Properties and search at the Ministry of Lands in respect of the said Properties and the Purchase Price agreed upon herein reflects the findings by the **Purchaser** of the said due diligence investigation.
- 5.2 That it is a Common understanding by the parties herein that there are undischarged encumbrances against the properties of the company which a Mortgage Registered in favour of **Diamond Trust Bank Limited** creating a first ranking charge over the properties. The **Vendor** hereby undertakes to

  
Silwood  
Mashau

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Certified true copy of the Original  
Sign:  Date: 22/11/2024  
**JOSEPH KINANGO**  
Advocate, Notary Public & Commissioner  
for Oaths  
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cause the said encumbrance to be discharged hence paving way for transfer the property into the Purchaser's name free from any encumbrance

## 6 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 6.1 The Vendor represents and warrants to the Purchaser as of the date of signing of this Agreement that each representation and warranty as it applies to it is true, accurate, complete and not misleading
- 6.2 The Vendor represents and warrants the following to the Purchaser as of the date of signing of this Agreement
- 6.2.1 The Vendor is the legally registered occupant of the piece and parcel of land being the Property and therefore has title to transfer to the Purchaser
- 6.2.2 the execution of this Agreement by the Vendor shall constitute a legal, valid and binding obligation of the Vendor in accordance with its terms
- 6.3 The Vendor acknowledges that the Purchaser is relying upon the representations and warranties given by her under this Clause 6 in entering into this Agreement

## 7 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

- 7.1 The Purchaser represents and warrants the following to the Vendor as of the date of signing of this Agreement
- 7.1.1 all actions required to authorise the entering into this Agreement by the Purchaser and the performance of its obligations hereunder have been duly taken
- 7.1.2 the execution of this Agreement or the performance by the Purchaser of obligations hereunder will not result in any breach of any agreement to which the Purchaser are parties or of any court order and




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7.1.3 this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser in accordance with its terms.

7.2 The Purchaser acknowledges that the Vendor is relying upon the representations and warranties given by the Purchaser under this Clause 7 in entering into this Agreement. Each party shall pass a Special Resolution allowing them to enter and sign this agreement.

#### 8. GOVERNING LAW AND DISPUTE RESOLUTION.

8.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

8.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take legal action at any Tanzanian court of competent jurisdiction.

#### 9. BREACH OF AGREEMENT

9.1 If any representation or warranty mentioned in these presents is incorrect or should any Party be in default in executing or failing to execute any of its obligations hereunder, any other Party shall be entitled to notify the defaulting Party in writing with appropriate particulars and if such other Party cannot be satisfied as to any corrective action taken in respect thereof or if the inaccuracy is not corrected or the obligation executed within thirty (30) days from the date of the written notice, such other Party shall have the right to exercise any recourse available in law.

9.2 In case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the general law, including any right to specific performance, to claim damages or compensation, any right to rescission and any other statutory remedies.

#### 10. EXPENSES AND TAXES

10.1 Each Party shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including legal charges of their Advocates and costs of and incidental to the preparation and completion of this Agreement.

  
Madhav N.

Certified true copy of the Original  
Sign:  Date: 12/12/2021  
JOSEPH KINANGO  
Advocate, Notary Public & Commissioner  
for Oaths  
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10.2 All taxes shall be payable in accordance with the law, and the parties have agreed that each party shall pay such taxes as imposed by law.

**11. FURTHER ASSURANCES**

The Vendor shall execute such other documents and do such other acts and things as the Purchaser may reasonably require in order to perfect the right, title and interest of the Purchaser in the Property.

**12. ANNOUNCEMENTS OR COMMUNICATIONS.**

No announcement or communication concerning the terms or conditions of this Agreement shall be made or authorised by any of the Parties before the Completion Date without the prior written consent of the other Party except to the extent any statement or disclosure may be required by law.

**13. COMPLETE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.


**14. WAIVER OF RIGHTS**

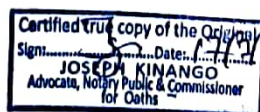
Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either Party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event of waiver or abandonment of the rights not exercised.

**15. SUCCESSORS AND ASSIGNS**

15.1 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors in title and permitted assigns.

15.2 It is hereby agreed and declared that the Purchaser are entitled to assign or transfer their rights and/or obligations under this Agreement to any person or their associate companies subject to the several covenants and obligations contained herein and the Vendor shall not raise any objections or requisitions in respect thereof.

  
  
Machuan



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**16. NOTICES**

16.1 All notices, requests, consents, demands, waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail to the addresses set forth below:

19.1.1 In the case of the Vendor to:

BHAFIK HADRUDIN MERALI  
P.O. BOX 11317  
MWANZA

19.1.2 In the case of the Purchaser to:


PREMIDIS LIMITED  
P.O. BOX 2710  
MWANZA

16.2 The Parties may, at any time, by like notice to each other Party designate any other address numbers to which notices and other communications should be transmitted.

16.3 Any such notices, requests, demands or communications shall be deemed to have been properly given or delivered as aforesaid to the Party to which it was addressed only when it has been received by such Party, and in the case of registered mail, on the fourteenth (14<sup>th</sup>) business day following posting, and to prove such posting it shall be sufficient to prove that the envelope was properly addressed, stamped and mailed at a post office.

**17. IMPLEMENTATION OF AGREEMENT**

Each of the Parties undertake to take all steps necessary for the implementation of this Agreement and to sign or to have signed from time to time all other documents, contracts or writings and to do, or to see that there is done, all that which is considered necessary in order to fulfill the object of this Agreement and in order to give full effect to all of its provisions.

  
S. Mwanza  
Mwanza

Certified true copy of the original  
Sign: ..... Date: 20/11/2021  
JOSEPH KINANGO  
Advocate, Notary Public & Commissioner  
of Oaths

18. COUNTERPARTS

This Agreement may be executed in three (3) counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first hereinabove written.

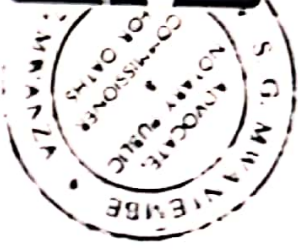
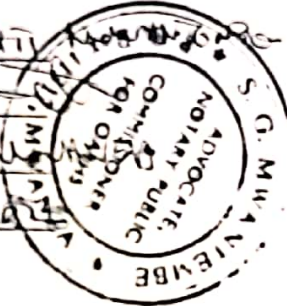
SIGNED and DELIVERED by the said SHAFIK BADRUDIN MERALI who is known to me personally/identified to me by \_\_\_\_\_ the later being known to me personally this 23<sup>rd</sup> day of NOVEMBER 2019

[Signature]  
VENDOR



BEFORE ME:

Name SILWANI GULATI  
Signature [Signature]  
Postal Address 11317 New York  
Designation ADVOCATE



SEALED with the COMMON SEAL of the said PREMIDIS LIMITED in our presence this \_\_\_ day of \_\_\_ 2019

SEAL

Name ATLURI. SRINIVASAREDDY  
Signature [Signature]  
Postal Address 2718. MWANZA  
Designation DIRECTOR

Name PURJA VENU MADHAN.  
Signature [Signature]  
Postal Address Po Box 32328, Duj.  
Designation DIRECTOR.

