

LAND SALE AGREEMENT

MADE BETWEEN

LODHIA STEEL INDUSTRIES LIMITED

AND

KNAUF GYPSUM TANZANIA LIMITED

FOR THE SALE OF PARCELS OF LAND BEING PLOT NO. 25, 26, AND 27, BLOCK
B, KISEMVULE AREA, MKURANGA DISTRICT

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Certified True Copy of the Original
Sign: *Esther* Date: *02/02/2021*
ESTHER PETER
Advocate, Notary
Public & Commissioner for Oaths

LAND SALE AGREEMENT.

This agreement is made and entered into this 18 day of 12 2020.

BETWEEN

LODHIA STEEL INDUSTRIES LIMITED of P.O Box 12167, Arusha, Tanzania (hereinafter referred to as the Seller) which expression, unless the context requires otherwise shall include the Seller's successors, legal and personal agents, permitted assigns.

AND

KNAUF GYPSUM TANZANIA LIMITED of Plot 17 Block 186030 14110, Off Kinondoni Road, Mwindu Lane street of P.O.Box 31873, Dar-Es-Salaam, Tanzania, East Africa (hereinafter referred to as the Purchaser) which expression, unless the context requires otherwise shall include the Purchaser's successors, legal and personal agents, permitted assigns.

WHEREAS;

- A. The Seller is the lawful owner of the property located at Plot 25, 26 & 27 Block B at Kisemvule .
- B. The property occupies an area of 40571 square meters, and it is held under the right of occupancy for a term of 99 years.
- C. That, the Seller is desirous of selling the property to the Purchaser and the Purchaser has agreed to buy the said property from the Seller on the terms and conditions hereinafter appearing:

1. SALE AND PURCHASE OF THE LAND

i. Property Purchased:

The Seller hereby sells its right, title and interest of the land located on Plot 25, 26 & 27, Block B, at Kisemvule, Mkuranga, Pwani.

ii. Purchase Price

That the seller hereby sells the property for a total of **United States Dollars One Million (USD 1,000,000)** as the consideration for the property.

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iii. Mode of Payment:

The parties have agreed to have an Escrow Agent to serve as an intermediate for the payment of the purchase price. Further details are outlined in an additional Escrow Agreement between the purchaser and seller which is attached herein and marked as **Annexure A** also forms a part to this agreement. The purchaser will deposit the purchase price in the Escrow Account and the same is to be held by the Agent until the Seller presents a changed Certificate of Title that is in the name of the Purchaser. On the written consent from the parties then the Agent shall release the amount and deposit it the seller's bank account with the following details:

Bank Name: Exim Bank Tanzania Limited

Bank Account Number: 0780450119

Bank Account Name: Lodhia Steel Industries Limited

Branch: Arusha

2. TERMS OF PURCHASE

- i. Subject to clause 1, the **Seller** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase the Property, together with all exhausted and unexhausted improvements, developments and appurtenances therein contained.
- ii. The Property is agreed to be transferred subject to the terms and conditions contained in the respective Titles.

3. POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION

- i. Upon the deposit of the purchase price in the Escrow account by the Purchaser as hereinabove stipulated, the Seller shall co-operate in the process of the transfer of the Property in the name of the Purchaser including the signing and execution of the Transfer Deeds and any other documents required to be signed and executed by the parties in accordance with the Land

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Act and the Land Registration Act of the laws of the United Republic of Tanzania.

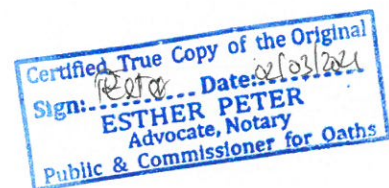
- ii. The Seller shall immediately upon signing this agreement hand over the Original Certificates of the above-mentioned Property as well as all related transfer documents to its appointed attorneys for purposes of commencing with the transfer of the Certificates of Titles to the Purchaser.
- iii. The Seller shall provide Vacant possession and hand over the Properties to the Purchaser immediately within 7 days upon signing this sale agreement, and deposit of the purchase price in the Escrow Account.

4. APPROVAL OF THE COMMISSIONER FOR LANDS

- i. 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.
- ii. The Seller shall execute land forms 29,30 and 35 seeking the Commissioner's approval, and that the Purchaser shall process and use all reasonable endeavors to obtain the said approval.
- iii. The Seller shall give notice to the Purchaser when it has obtained the Commissioner's approval as soon as practicable after obtaining it.

5. FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- i. If the Commissioner's approval and/or consent for the transfer of the land is not granted, either party may then terminate this Agreement effectively after the refusal has been communicated to the parties.
- ii. In case of termination of this Agreement under the terms of this Clause neither the Seller nor the Purchaser is to be treated as in breach of contract.
- iii. As a consequence of the Commissioner's refusal to give consent, the money that was deposited in the Escrow Account shall be returned to the Purchaser in accordance with the provisions of this Agreement. All other payments made by each of the parties in respect of fess, duties and incidental costs will be at each parties' own costs.

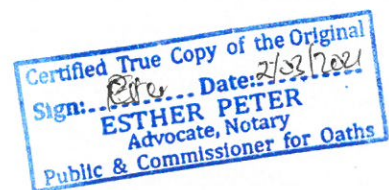


6. OBLIGATIONS OF THE SELLER

- i. That, the Seller shall be responsible for the payment of the Capital Gain Tax (CGT).
- ii. That, the Seller shall after execution of agreement give 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
- iii. That, the Seller guarantees that it has all rights to sell and transfer the title of the Properties under the law of Tanzania.
- iv. That, it has the power to enter into and perform their obligations under this Agreement.
- v. That, the Seller hereby sells the property to the Purchaser and the Purchaser hereby purchase the said property subject to covenants herein stipulated but otherwise free from any encumbrances whatsoever.
- vi. That, if there is any consent required to be sought, the Seller shall use all their reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Properties, land and/or properties and developments therein contained.
- vii. 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 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 Seller from the Purchaser shall be refunded to the Purchaser in full.
- viii. That, the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Seller, or require any consent under any agreement or other instrument to which the Seller is a party or by which they are bound or any judgement, decree or order of any statute, rule or regulation applicable to the Seller. The transactions provided for in any other material contracts to which the Seller is a party do not constitute of any of the contractual obligations or provisions of this Agreement;
- ix. All information that has been made available to the Purchaser or their representatives by the Seller or any of their representatives in connection with the

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transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

- x. Each representation and warranty in clause 6 above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Purchaser to enter into this Agreement. The Seller acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.
- xi. The Seller guarantees that there are no liens and/or other encumbrances whatsoever the forms maybe on the right of the Property. In the event any third party or any governmental authority claims rights or interests for the Property, the Seller shall defend at its own costs to indemnify and hold the Purchaser and its lawful representatives, successors and assignees harmless from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith).

7. OBLIGATIONS OF THE PURCHASER

- i. That, is has the power to enter into and perform its obligations under this Agreement;
- ii. That, the Purchaser shall pay the purchase price in the terms as provided in this agreement.
- iii. That, the Purchaser shall deliver to the Seller all the documents and instruments as requested by the Seller to consummate the transaction contemplated herein.
- iv. That, the Purchaser will be responsible for the payment of 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.
- v. That, the Purchaser shall have completed all the required internal approval procedures for purchasing the land pursuant to its articles of association, as well as ensure that they possess full power and authority to enter into and to perform its obligations hereunder, and its personal representative has obtained necessary authorization to execute this Agreement.

Certified True Copy of the Original
Sign: *EST* Date: *02/01/2024*
ESTHER PETER
Advocate, Notary
Public & Commissioner for Oaths

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- vi. That, the entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation of any official or judicial order to which the Purchaser is subject.
- vii. That, 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;
- viii. That, the Purchaser has purchased the property subject to all terms of use applicable, and free from any encumbrances.
- ix. That, all information that has been made available to the Seller or his representatives by the Purchaser 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.

8. NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is personal to the parties and the parties are not obligated to 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.

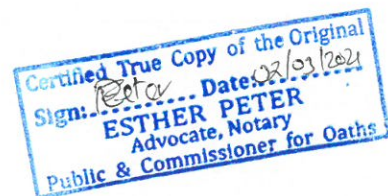
9. MISREPRESENTATIONS

Save for the representations and warranties given under 6 and 7 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 included the parties to enter into this Agreement.

10. COSTS

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

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- ii. All costs required in the execution of the terms as set forth in this agreement shall be borne each of the parties in accordance with the Laws of the United Republic of Tanzania.
- iii. That, each party shall be responsible for the payment of its lawyer's legal fees with respect to this transaction.

11. SERVICE OF NOTICES

Any notices or other correspondences between the Parties in connection with the performance of this Agreement shall be in writing and be delivered in person, by registered mail, postage prepaid mail, recognized express mail, email or facsimile to the following correspondence addresses:

i. Seller

Address: P O Box 12167, Arusha

Email:cmd@lodhiagroup.com, ceo@lodhiagroup.com&rajusingh@lodhiagroup.com

Contact person: Raju Singh

ii. Purchaser

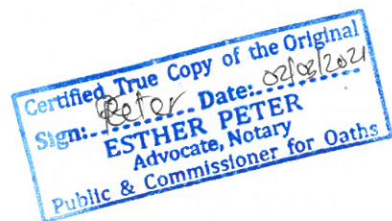
Address: P.O Box 31873, Dar es salaam.

Email: Boshoff. Ilse@knauf.co.tz

Contact person: Ilse Boshoff

12. INDEMNITY CLAUSE

The Seller shall indemnify, defend and hold harmless the Purchaser and each of its affiliates from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the Seller or any of its affiliates as a result of, or in connection with, any third party claims to the extent caused, in whole or in part, by fraud, gross negligence or willful misconduct of the Seller or any of its affiliates in performing the services in relation to the ownership of the land.



13. LIMITATION OF LIABILITY

The Seller shall be liable for all the debts, obligations and liabilities which arises in the course of performing its obligations as seller under this agreement, and the Purchaser shall not in any way be liable for any error of judgment or mistake of law or for any loss suffered by the Seller in connection with the performance of this agreement, except for a loss resulting from a breach of the Purchaser's obligations as provided by this agreement.

14. CONFIDENTIALITY

- i. It is understood and agreed that the terms and conditions of this Agreement shall remain confidential. All principals, employees and representatives shall not discuss this agreement's terms, rates, or conditions with any third party unless authorized by or requested to do so by the parties.
- ii. Any party that breaches this confidentiality clause shall indemnify the aggrieved party for any losses and/or damages incurred as a result.

15. FORCE MAJEURE

The parties hereto shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God" such as earthquakes, storms, flood, lightning etc., riots, epidemics, pandemics, , legal or governmental requirements, fire or other casualty, or any act or order which is beyond the control of the party not in compliance; provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

16. ILLEGALITY

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 provision 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

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Sign: *Peter* Date: *02/02/2021*
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deemed to be deleted from this Agreement; the parties shall negotiate in good faith to amend and notify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

17. AMENDMENTS

This agreement may not be altered, changed, or amended, except by an instrument in writing, signed by both parties. This agreement contains the entire agreement reached between the parties hereto and there are no other representations, agreements, or understandings of any kind, either written or oral, except as specifically set forth herein.

18. WAIVER

Neither party's failure nor neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

A waiver or extension shall only be effective if it is in writing and signed by the party granting it.

19. MISCELLANEOUS CLAUSES

This Agreement constitutes the entire agreement and supersedes all previous or contemporary agreements or representations between the parties regarding this subject matter. This Agreement cannot be modified or waived unless in writing, signed by both of the parties (or their appointed designee).

If any term or provision of the Agreement is declared invalid, illegal, or unenforceable, all remaining provisions will continue in full force and effect.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by the laws of the United Republic of Tanzania as amended from time to time. In the event of any dispute or claim arising from or in connection with this agreement which is not settled mutually by the parties thereto, such disputes or claim may be referred by either party to the court or tribunal in Dar es Salaam for adjudication or settlement.

21. TERMINATION

- i. This agreement shall be terminated;

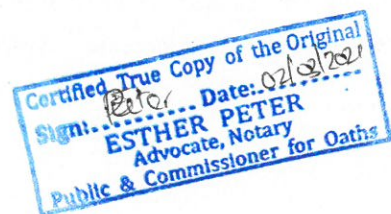
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Sign: *Peter* Date: *02/02/2021*
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- a. Upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but are not limited to:-
 - i. Failure to acquire the commissioner's consent as stipulated in clause 4(i) herein.
 - ii. Failure by the Purchaser to deposit in the Escrow Account the purchase as agreed in the agreement.
 - b. Upon insolvency, bankruptcy and or liquidation of either of the parties to this agreement.
 - c. Upon the occurrence of instances of Force Majeure as stipulated in clause 11 herein.
 - d. Upon execution of all obligations as stipulated in this agreement.
- ii. **PROVIDED THAT** upon the termination of this agreement as a result of the provisions of clause 4 of this agreement, both parties mutually agree to indemnify each other within a period of not more than one month (30 days) 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.
 - iii. **PROVIDED THAT** upon the termination of this agreement for whichever reason whatsoever, both parties mutually agree to immediately indemnify each other to restore the other to the original position prior to the signing of this agreement and any payment made by the Purchaser to the Seller shall be refunded from the Seller within a period of 30 days from the date of termination of this Agreement.

22. COUNTERPART

This Agreement has TWO copies, each of which has the same legal force and effect.
IN WITNESS WHEREOF the Purchaser and Seller have hereto signed this deed on the day, month, year, and the manner as hereinafter appearing.



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SEALED with the **COMMON SEAL** of the said

LODHIA STEEL INDUSTRIES LIMITED and

DELIVERED at **DAR ES SALAAM**

in the presence of us this 18

day of DECEMBER, 2020



SELLER

Name: Mr. Arun Lodhia

Signature: [Signature]

Address: P O Box 12167, Arusha

Qualification: Chairman & Managing Director

Name: Mrs. Divya Lodhia

Signature: [Signature]

Address: P O Box 12167, Arusha

Qualification: Director

BEFORE ME:

Name: ELVAISON MARO

Signature: [Signature]

Address: 14765, ARUSHA

Qualification: **COMMISSIONER FOR OATHS.**



Certified True Copy of the Original
Sign: [Signature] Date: 02/02/2021
ESTHER PETER
Advocate, Notary
Public & Commissioner for Oaths

SEALED with the **COMMON SEAL** of the said
KNAUF GYPSUM TANZANIA LIMITED and

DELIVERED at **DAR ES SALAAM**

in the presence of us this 18 day
of DECEMBER, 2020.

SEAL

PURCHASER

Name: ILSE ELIZABETH VENTER

Signature:

Address: P.O. BOX 31873 KIWONDUNI

Qualification: DIRECTOR

Name: NEVZAT EVIK

Signature:

Address: P.K. 92 PAKANLIKLAR - ANKARA / TURKEY

Qualification: DIRECTOR

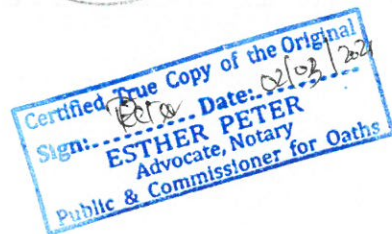
BEFORE ME:

Name: ESTHER PETER

Signature: Peter

Address: P.O. BOX 41433 DSM

Qualification: **COMMISSIONER FOR OATHS.**



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