

TANZANIA INVESTMENT CENTRE

6

DIRECTORATE OF INVESTMENT FACILITATION



**REPORT ON THE VISIT TO MS. DOWELL COMPANY LIMITED AT PLOT 138,
BLOCK No.7, NAMANGA, TEGETA AREA, KINONDONI MUNICIPALITY,
DAR-ES-SALAAM REGION ON 10TH NOVEMBER, 2020**

DECEMBER, 2020

PROJECT INFORMATION

Project Profile				
S/N	Item	Description		
1.	COMPANY NAME	Ms. DOWELL COMPANY LIMITED		
2.	PROJECT NAME	Ms. DOWELL COMPANY LIMITED		
3.	PROJECT LOCATION	Boko Msikitini, Boko Area, Kinondoni Dar es salaam		
4.	PROJECT CORE ACTIVITIES	To Establish a Project for Manufacturing Steel Roofing Sheets.		
5.	ADDRESS & MOBILE NUMBER	P.O. Box 20234, Plot No.138, Block No 7, Tegeta, Dar es Salaam		
6.	CONTACT PERSON	Ms. Salwa Shasha – Company Accountant 0755388888		
7.	SHAREHOLDERS	Name	Nationality	%Share
		Jiang Zhaotao	Chinese	80
		China Gikd Dev. Group	Chinese	20

1.0 INTRODUCTION

M/S DOWELL COMPANY LIMITED was incorporated under the Companies Act, Cap 212 of 2002 and was given Incorporation Number 126547 on 20th of May 2016. Furthermore, the Project is TIC registered with Certificate of Incentives No. 20232 of 2nd November, 2017, aiming at establishing a project for manufacturing steel roofing sheets with an initial investment amount of USD 0.515.

2.0. LOCATION

The Project is located at Namanga, Tegeta Ward, Kinondoni.

3.0. PRESENT

The following members composed the Project Verification Visit (PVV) team:-

1. Julie Muro - (IPFO (EZ))
2. Justine Ndubusa - (OSHA OFFICER – TIC)
3. Linda Mutafungwa - (NEMC OFFICER - TIC)

4.0. VISIT OBJECTIVES

To verify the status of the project implementation to date and also to determine the rationale behind the investor's application for extension of project implementation period

5.0. PROJECT IMPLEMENTATION STATUS

- The company bought 2,500m² land at Plot No. 1387/9 Tegeta Namanga Area aiming to expand the production capacity.
- Currently the investor is producing valley and hats for roofing sheets.
- The project has employed 15 local staff, 2 foreign staff and 50 indirect employees.
- Built a 600 sqm land warehouse for storage of raw materials and finished goods products
- Rented a shop at Tegeta as their office and sales point.

6.0. ACHIEVEMENTS

PVV team held consultative meeting with Ms. Salwa Shash (Company Representative) who informed the team about the achievements and the challenges encountered the project that include:-

- The change of project location from Mbezi Beach Kawe Area to Tegeta Namanga where they have acquired land and installed machines. (See Annexure III).
- The project currently is producing roofing valley and hats for roofing sheets.
- The investor is in the process to transfer the land ownership to TIC in order to process a Derivative Right. (See Annexure II).
- The investor started production of roofing sheet in 2017 at Kawe, Mbezi Beach Area, in 2019 the investor stopped production of roofing sheets due to relocation and he sold the machine that were use in production of roofing sheet due to its limited production capacity.
- The team was informed about the change of one shareholder a Chinese Gikd Dev. Group who has been replaced by Jiang Zhaofeng

7.0. CHALLENGES

- The investor encountered land problem as the previous land rented was in area which does not allow industrial activities, therefore was forced to shift to Namanga Area in Tegeta.
- The area was not enough for the manufacturing of roofing sheets
- Investor wanted to expand production but due to limited machine capacity he was forced to dispose them expecting to replace with appropriate machines.
- Covid 19 pandemic hindered their importation of machines timely

8.0. FUTURE PLAN

- The company has plans to search for large area at Msata, Bagamoyo which is suitable to set up a large factory capable of accommodating large machines able to produce more roofing sheets and other roofing materials
- Extend production and supply to East African countries.

9.0. CONCLUSION/RECOMMENDATIONS

Despite the land problems encountered by the investor he still has intention to proceed with the implementation of the project as planned, he has managed to buy land and has installed machines as shown in the photos and has already started process of transfer of land with TIC but the only thing that hinder the process is amendment of TIC certificate, please find the attached transfer documents and the land sales agreement.(See Annexure II &VI). The investor availed the team with invoices for purchasing of machines as a sign to continue with the project implementation (See Annexure IV).

The change of company share holders have also been granted and approved by BRELA (See Annexure VII).

Based on the above facts the team is of the opinion that the investor to be considered for another one (1) year extension to enable him to complete the project as per initial plans.

Henceforth, we submit for your decision or further guidance.

1. Julie Muro – IPFO - EZ

.....


2. Justine Ndubussa – OSHA/TIC

.....


3. Linda Mutafungwa – NEMC/TIC

.....


Attached please find the following Annextures:-

Annexture I: Photos

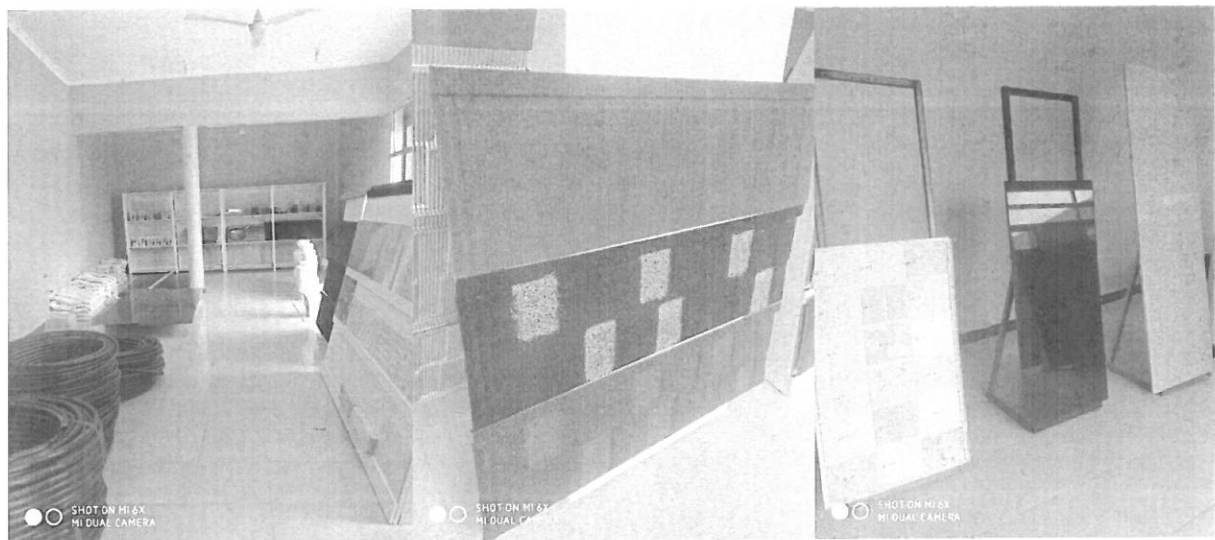
Annexture II: Land purchase evidence

Annexture III: Transfer of land ownership

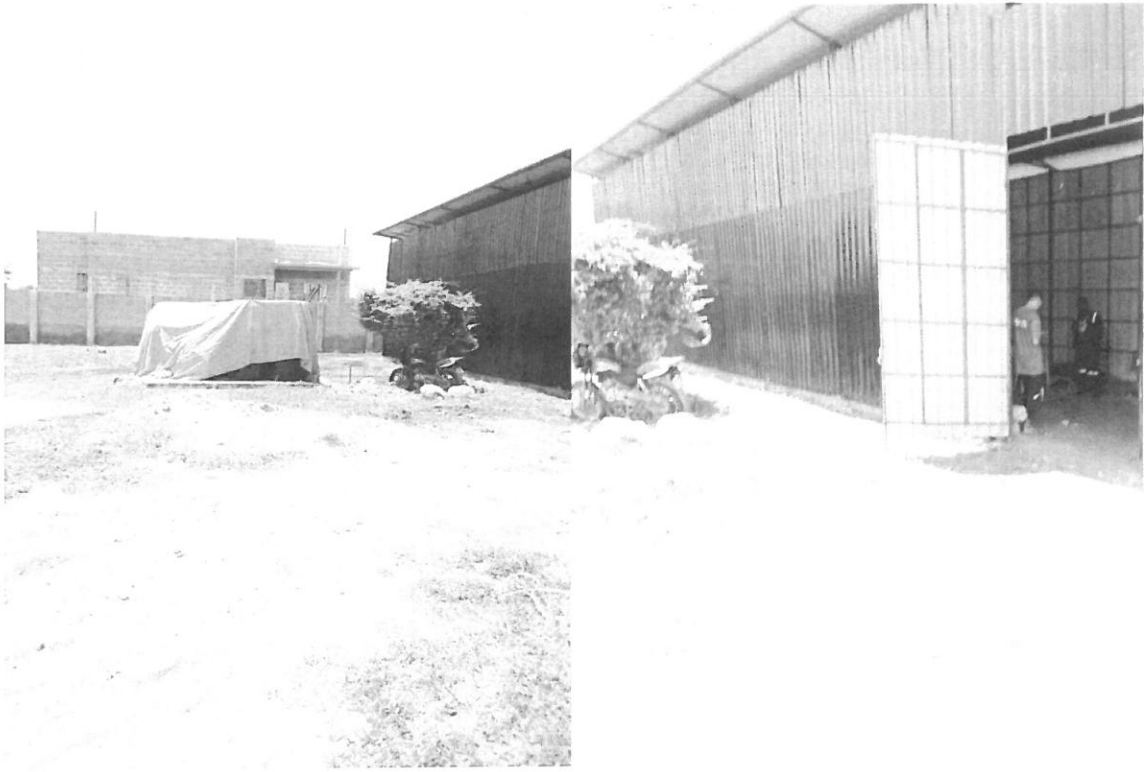
Annexture IV: Machines purchasing document

Annexture I:

PHOTO'S CAPTURED DURING THE PROJECT VERIFICATION VISIT.




New office and sales point at Boko Msikitini



Existing structures and proposed area for new factory

126315
07.10.13
1:50pm




Registrar of Titles

COPY

Land Form No. 22

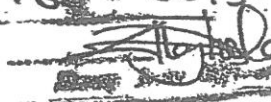
Stamp Duty No. 1012
Receipt No. 51429458
of 12.08.2013



THE UNITED REPUBLIC OF TANZANIA

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

TANZANIA STAMP DUTY AC
Stamp Duty No. 3137
on original receipt No. 514294
of 16.08.2013



CERTIFICATE OF OCCUPANCY

(Under Section 29)

COPY

Title No. 126315
L.O. No. 457299.
L.D. No. 314318.

The 27th day of September

Two thousand and thirteen.

THIS IS TO CERTIFY that VICFISH LIMITED is a limited liability company incorporated under the companies ordinance (Cap.212) and having its registered office in Dar es Salaam of P.O. Box 1654, 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 years from the first day of July, Two thousand and thirteen 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 therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2014; shall hereafter pay rent of shillings sixty two thousand nine hundred forty (62,940/=) 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.

COPY

- (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) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Kinondoni Municipal Council (hereinafter called "the Authority").
 - (v) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
 - (vi) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
3. **USER: The land and the existing buildings erected thereon shall be maintained and the same shall be used for Residential purposes only. Use Group 'A' use classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.**
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. 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.
 6. The President may revoke the right for good cause and in public interest.

COPY

SCHEDULE

ALL that Land known as Plot No. 1387/8 Block 'G' situated at Tegeta in Dar es Salaam City Area containing one thousand and forty nine (1049) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered survey plan numbered 73297 deposited at the Office of the Director for Surveys and Planning at Dar es Salaam.

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

Gody
BY ASSISTANT COMMISSIONER FOR LANDS

The within named VICFISH LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
VICFISH LIMITED)
and DELIVERED in the presence of us)
this 27th day of August, 2013.)

Name: HARICSHAN BHAGAT)

Signature: *Haricshan Bhagat*)

Postal Address: P.O. Box 3778)
DAR ES SALAAM)

Qualification: DIRECTOR)

Name: MURTEZA ALLOO)

Signature: *Murteza Alloo*)

Postal Address: P.O. Box 1654)
MWAANZA)

Qualification: DIRECTOR)

DAR ES SALAAM CITY.

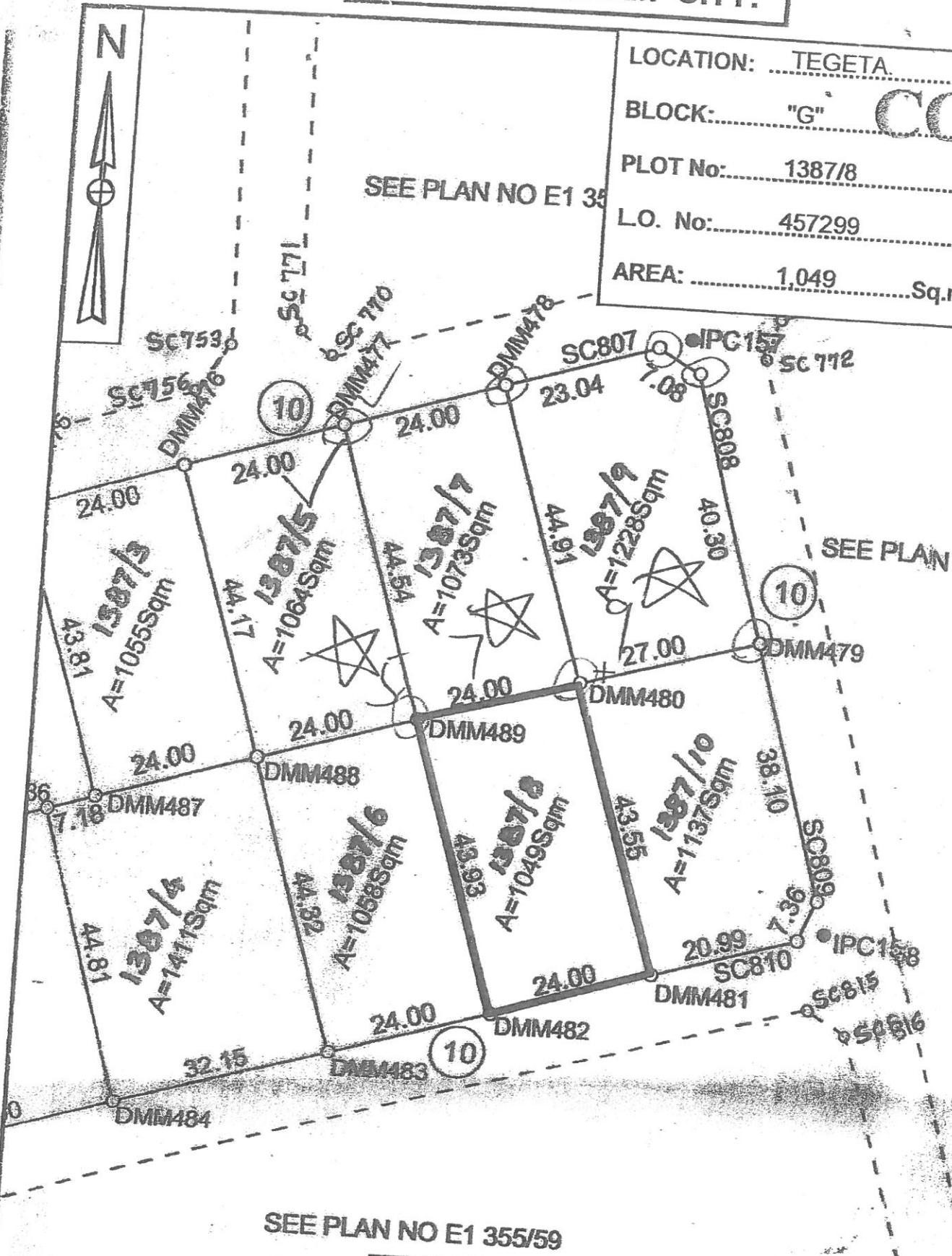


LOCATION: TEGETA
 BLOCK: "G" **COPY**
 PLOT No: 1387/8
 L.O. No: 457299
 AREA: 1,049 Sq.m.

SEE PLAN NO E1 35

SEE PLAN NO

SEE PLAN NO E1 355/59



The issue of this plan implies no guarantee or admission of title by the Government.

The plan prepared in accordance with Registered Plan No: 73297 is approved for purpose of the Land Registration ordinance
 Director of Surveys and Mapping: *[Signature]* Date: 23/08/13
 Ministry of Lands Human Settlements Development, Dar es Salaam.

Land Rent Assessment

ASSESSMENT DATE: 15-Jul-2015

ID 276420

NUMBER 1387/8

AREA 1049 SQM

LOT TYPE Pbt

LAND RENT USE Commercial/Residential

REGION DAR ES SALAAM

DISTRICT KINONDONI

LOCATION Tegeta

BLOCK G

OWNER: VICFISH LTD

ADDRESS: 1654 DAR ES SALAAM

Last Pay Date	Balance	Interest	Total
12-Sep-2014	0.00	0.00	0.00
Year	Rent	Interest	Total
2015/2016	26,225.00	0.00	26,225.00
Total	26,225.00	0.00	26,225.00

Issued By: DOROTHY NDORO



NATIONAL MICROFINANCE BANK
RECEIVED
AUG 2015

KINONDONI MUNICIPAL COUNCIL

MUNICIPAL DIRECTOR'S OFFICE
KINONDONI MUNICIPAL COUNCIL

Date 17 / DECEMBER / 2019



The Local Government (Urban Authorities) (Development Control) Regulations, 2008
00021950

Building Permit (BP) No.
(Made Under regulations 124)

Permission is hereby issued to VICFISH LIMITED OF
P.O. BOX 1654 DAR ES SALAAM

to erect a DOUBLE STOREY RESIDENTIAL APARTMENT, OFFICES AND SHOPS (2

On Plot No. 1387/1 Block A Area TEGETA

In accordance with the approved Plan No. K. 563/2019 attached here to and with
all conditions imposed by the Regulations, CAP 288. TP 6251

Date, this 19 day of 12 2019


The Municipal Director

ACTING MUNICIPAL DIRECTOR
KINONDONI MUNICIPAL COUNCIL
DAR ES SALAAM

Your attention is invited to the following regulations and By-laws

- 1. VALIDITY OF THIS PERMIT: CAP 288 (137)**
Erection of the approved building shall commence within six calendar months of the date of this permit failing to do so, the permit shall be deemed to have lapsed.
- 2. COMMENCEMENT NOTICE: CAP 288(130)**
Before you begin to erect the approved building, you must deliver or send to the authority upon the form to be obtained from the authority seven days previous notice in writing of the date on which such erection shall commence.
 - (i) Notify the Tanesco and the Telecommunications Company should the Electric Wires or Telephone Cables in the street be accessible from any portion of such building when erected (Cap. 131)
 - (ii) You must provide sufficient and convenient latrine accommodation for workmen to the satisfaction of the authority.
 - (iii) You must erect a sign in accordance with the contractors Registration Board's directives.
- 3. APPROVED PLANS: (CAP 288 (126) (135)**
This erection of the building is required to be done in accordance with the approved plans. No subsequent modification or alteration shall be made until it has been approved by the authority
- 4. REGULAR INSPECTION: (CAP 288 (131) (133) 138)**
This covering of sewer, drain, foundation, column, beam floor, roof for the purpose of this part there shall be inspected by the Architects, structural Engineer and Building Inspector appointed by the Authority
- 5. SUPERVISION OF CONSTRUCTION: Act No. 14 & 16 of 1997 (ERB) Amendment 2010 - GN25 & Act No. 4 of 2010 (AQRB)**
A qualified Architect and Structural Engineer, whose qualifications are recognized by their respective boards, must be involved in the supervision
- 6. CERTIFICATE OF OCCUPATION: CAP 288 (134) (140) (141)**
No person shall occupy and new building until such building has been certified by the authority to be in their opinion in every respect fit for occupation or in the case of a domestic building for human habitation.

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Simu: +255 262 963309/13/14
Nukushi: +255 262 963 316
Barua pepe: km@ardhi.go.tz
Tovuti: www.ardhi.go.tz



Barabara ya Chuo Kikuu cha Dodoma,
Jengo la Ofisi ya Taifa ya Ukaguzi,
Ghorofa ya Sita,
S. L. P. 2908,
40477DODOMA.

Unapojibu tafaahali taja:
Kumb. Na. CA.174/333/03.AB/49

13 Mei, 2019

Katibu Tawala wa Mkoa,
Ofisi ya Mkuu wa Mkoa,
3 Barabara ya Rashidi Kawawa,
S. L. P. 5429,
12880-DAR ES SALAAM.

**YAH: OMBI LA KUBADILI MATUMIZI YA ARDHI YA VIWANJA NAMBA 1387/7
NA 1387/9 KITALU 'G' TEGETA KUTOKA MATUMIZI YA MAKAZI PEKEE
KUWA MAKAZI NA BIASHARA YA MADUKA NA OFISI.**

Tafadhali husika na somo hapo juu na barua yako yenye Kumb. Na. FA.74/350/01-
'N'/58 ya tarehe 19/03/2019.

Nakujulisha kuwa, kwa mujibu wa Sheria ya Mipangomiji Na. 8 ya mwaka 2007 kifungu cha 6(3) (k) Mkurugenzi wa Mipangomiji na Vijiji ameridhia na kuidhinisha mabadiliko ya matumizi ya ardhi ya viwanja namba 1387/7 na 1387/9 Kitalu 'G' Tegeta Manispaa ya Kinondoni kutoka makazi pekee kuwa makazi na biashara ya maduka na ofisi. Aidha, Halmashauri ya Manispaa ya Kinondoni ilijadili na kulipitisha ombi hilo katika kikao maalum cha Menejment kujadili masuala ya Mipangomiji na Mazingira cha tarehe 31/12/2018.

Masharti ya uendelezaji yatazingatia Kifungu 'B' kijifungu (b) na (d) cha Kanuni za vifungu vya matumizi (*The Land Use Groups and Use Classes Regulations, 2018*) Tangazo la Serikali Na. 91 na 93 ya tarehe 9/3/2018.

Masharti maalum yatakayopaswa kuzingatiwa kwenye mabadiliko hayo ya matumizi ya ardhi ni yafuatayo:-

1. Kupata kibali cha ujenzi kutoka Halmashauri ya Manispaa ya Kinondoni kabla ya kuanza ujenzi.

Land Form No. 35

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(No. 4 of 1999)

TRANSFER OF A RIGHT OF OCCUPANCY
(Under Section 62)

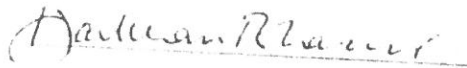
TITLE NO. 126314
PLOT NO. 1387/9, BLOCK G
L.O.No 457296
TEGETA
KINONDONI MUNICIPALITY,
DAR ES SALAAM CITY.

IN CONSIDERATION of Tanzania Shillings sixty one million four hundred thousand (Tshs. 61,400,000); We VICFISH LIMITED of P.O. Box 1654 Dar es Salaam DO HEREBY TRANSFER to DOWELL COMPANY LIMITED, Of P.O. Box 20232, Dar es Salaam the Right of occupancy registered under the above reference.

SEALED with the Common Seal of the said
VICFISH LIMITED and DELIVERED
in presence of us this.....day of 2018

TRANSFEROR

Signature:



Full Name

Harkishan Bhikhubhai Bhagat

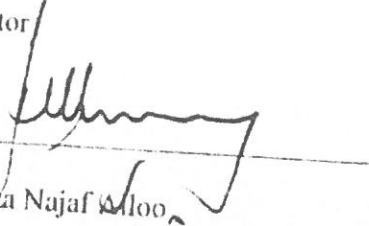
Postal Address

P.O.Box 3978, Dar es salaam

Qualification:

Director

Signature:



Full Name

Murtaza Najaf Ali

Postal Address

P.O.Box 1654, Mwanza

Qualification:

Director

SEALED with the Common Seal of the said
DOWELL COMPANY LIMITED and
DELIVERED in presence of us this _____ day of _____ 2018

TRANSFeree

Signature

[Handwritten Signature]

Full Name

[Handwritten Full Name]

Postal Address

[Handwritten Postal Address]

Qualification

[Handwritten Qualification]

Signature

[Handwritten Signature]

Full Name

[Handwritten Full Name]

Postal Address

[Handwritten Postal Address]

Qualification

[Handwritten Qualification]

QINGDAO MAOHAN INT TRADE CO.,LTD
 ADD: NO.64 TOKYO ROAD QINGDAO CITY,SHANDONG PROVINCE,CHINA

COMMERCIAL INVOICE

TO: DOWELL COMPANY LTD
 ADD: P.O.BOX 20232 DAR ES SALAAM TANZANIA
 INVOICE NO.: MH20200323
 INVOIC DATE: 23 MARCH 2020

MARK	NAME OF COMMODITY SPECIFICATION AND PACKING	QUANTITY (SET)	UNIT PRICE(USD /SET)	TOTAL AMOUNT VALUE
	COLOR SHEET MACHINE(IT4,WAVE TILE)	1	25000	25000
	COLOR SHEET MACHINE(IT5,ROMA TILE)	1	30000	30000
	THE RIGE TILE MACHINE	1	18000	18000
	BENDING MACHINE	1	12000	12000
	SITTING MACHINE	1	6000	6000
	FREIGHT			4500
TOTAL			CFR DAR ES SALAAM	95500

(IN WORDS)USD NINTH FIVE THOUSANDS FIVE HUANDRED ONLY

A/C NAME: QINGDAO MAOHAN INTERNATIONAL TRADE COMPANY LIMITED
 A/C NO: 206522675924 SWIFT CODE: BKCHCNBJ50A
 BANK NAME: QINGDAO WEST COAST NEW DISTRICT BRANCH, BANK OF CHINA
 ADDRESS: NO.65 XIANGJIANG ROAD QINGDAOECONOMIC AND TRADE TECHNOLOGICAL DEVELOPMENT ZONE, SHANDONG PROVINCE, CHINA



ANNEXTURE IM

QINGDAO MAOHAN INT TRADE CO.,LTD
ADD: NO.64 TOKYO ROAD QINGDAO CITY,SHANDONG
PROVINCE,CHINA

COMMERCIAL INVOICE

TO : DOWELL COMPANY LTD

ADD : P. O. BOX 20232 DAR ES SALAAM TANZANIA

INVOICE NO. : MH20200323
INVOIC DATE : 23 MARCH 2020

MARK	NAME OF COMMODITY SPECIFICATION AND PACKING	QUANTITY (SET)	UNIT PRICE(US D/SET)	TOTAL AMOUNT VALUE
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(IN WORDS)USD NINTH FIVE THOUSANDS FIVE
HUANDRED ONLY

A/C NAME: QINGDAO MAOHAN INTERNATIONAL TRADE
COMPANY LIMITED
A/C NO: 206522675924 SWIFT CODE: BKCHCNBJ50A
BANK NAME: QINGDAO WEST COAST NEW DISTRICT
BRANCH , BANK OF CHINA



DOWELL COMPANY LIMITED

Dowell Company limited,

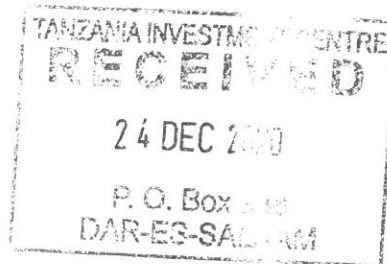
P.o box 20232,

Tegeta,

Dar es Salaam,

Tanzania.

24dec2020.



Executive director,

Tanzania investment Centre,

P.o box 938,

Dar es Salaam.

Dear sir/madam

Re: Application for renewal of the certificate of incentives.

Above heading is concerned.

We humbly request to renew the aforementioned certificate as the one entitled to our company is due on October 2020. Therefore we request for renewal in order to ensure the progression of our investment. And also we request for the change of location to plot no.1387/7 BLOCK 'G' TEGETA Kinondoni District Dar es salaam and change of shareholder from CHINA GOLD DEV.GROUP LIMITED limited to JIANG ZHAOFENG.

We thank you in advance and hopeful for positive and quick response.

Managing director

Jiang zhaofeng



Dated as of the 14th day of November, 2017

VICFISH LTD
(as Vendor)

- a n d -

DOWELL LTD
(as Purchaser)

AGREEMENT FOR SALE
In respect of Plot No. 1387/9, BLOCK 'G' L.O. No 457296, Certificate of Title No. 126314,
TEGETA Kinondoni District, Dar es Salaam City

DRAWN BY:

VICFISH LTD

TANZANIA INVESTMENT CENTRE
RECEIVED
24 DEC 2020
P. O. Box 938
DAR-ES-SALAAM

THIS AGREEMENT is made as of the 14th day of November , 2017

BETWEEN:

1. **VICFISH LTD** of P.O. Box 1654 Dar es Salaam (hereinafter called the "Vendor" which expression shall, where the context so requires, include the Vendor's personal representatives, heirs and assigns); and
2. **DEWELL LTD** of P.O. Box 20232, Dar es salaam (hereinafter called the "Purchaser" which expression shall, where the context so requires, include the Purchaser's personal representatives, heirs and assigns).

WHEREAS:

- (A) The **Vendor** is the registered beneficial owner of a Right of Occupancy and all that piece or piece of land comprised in Title No.126314 and known as Plot No. 1387/9 BLOCK 'G', L.O. No 457296, TEGETA Kinondoni District, Dar es Salaam City (the said piece of land together with the buildings, fixtures erections and improvements shall hereinafter together be referred to as the "Property").
- (B) The **Vendor** is desirous of selling to the **Purchaser** and the **Purchaser** is desirous of purchasing the Property from the **Vendor** at a consideration of TZS 61,400,000/= (say Tanzania Shillings sixty one million four hundred thousand only) to be paid with the execution of this Agreement.

IT IS HEREBY AGREED AND DECLARED as follows:

1. Upon and subject to the terms and conditions of this Agreement, the **Vendor** as legal and beneficial owner hereby sells to the **Purchaser** and the **Purchaser** purchases and acquires the Property for the price set out below.
2. The interest sold is the remainder of the term of the Right of Occupancy of the Property of the **Vendor** from the Government of the United Republic of Tanzania.
3. The **Purchaser** will pay the Purchase price directly to the **Vendor** the receipt of which will be evidenced by the signing of the Sale Agreement and Deed of Transfer of the Property
4. The **Vendor** hereby confirms and agrees with the **Purchaser** that the **Purchaser** will not be responsible for the distribution or application of the consideration monies as between the **Vendor** and the beneficiaries of the Property.
5. The **Vendor** would hand over vacant possession of the Property upon execution of this agreement.
6. The Property is sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
7. Any land rent, property tax, rates and similar outgoings payable in respect of the Property shall be for the account of the **Vendor** as at the date hereof.

8. All stamp duty payable on the transfer of the Property to the Purchaser and registration fees on account of the Transfer to the Purchaser shall be for the account of the Purchaser. All consent fees, valuation fees and Capital Gains Tax payable on the transfer of the Property shall also be for the account of the Vendor Each party shall bear and pay its own advocates costs
9. The contractual completion date (the "Completion Date") shall be the date falling thirty (30) days from the date hereof or such other date as the parties may agree in writing to be the contractual completion date.
10. The Vendor and the Purchaser recognize and agree that this Agreement and the Deed of Transfer are subject to the consent of the Commissioner for Lands to the transfer of the Right of Occupancy. The Vendor and Purchaser agree to take all necessary and/or reasonable steps to obtain the said Commissioner's consent.
11. Simultaneously with the signing of this Agreement the parties shall expeditiously execute all the relevant documents and forms required for the transfer of the property and deliver to the Purchaser's Advocate the following documents in respect of the Property:
 - (a) Original Certificate of Occupancy;
 - (b) Instrument of Transfer executed by the Vendor (in triplicate);
 - (c) Forms 29 and 30 executed by the Vendor (in triplicate);
 - (d) TIN Certificate of the Vendor ;
 - (e) Land Rent receipts up to 2015/2016;
 - (f) Consent to transfer from the Commissioner of Lands;
 - (g) Certified copies of the Memorandum and Articles of Association of the Vendor & the Purchaser;
 - (h) Three passport size photographs of the Directors of the Vendor & the Purchaser;
 - (i) Certified copies of the passport of the directors of the Vendor & the Purchaser;
 - (j) Valuation Report and Valuation Approval receipt in respect of the Property.
12. If for any reason the consent is not given by the Commissioner of Lands for the transfer of the said Property or the said property is not registered in the name of the Purchaser by the contractual completion date, the Purchaser shall have the right to rescind this agreement and any moneys received by the Vendor from the Purchaser shall be refunded (without any interest) in full forthwith.

13. The Vendor hereby irrevocably and unconditionally represent warrant and confirm that:
- (a) there is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining properties;
 - (b) the Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
 - (c) The Vendor is the sole legal and beneficial owner of the Property;
 - (d) That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled; and
 - (e) No person has raised any claim or disputed the validity of the grant of the Property to the Vendor and/or the right of any person to occupy and develop the Property.
14. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the Property until the Completion Date and that no person other than the Vendor has any right or title to the Property and the Property has not been and will not be allocated to any other person.
15. Without prejudice to any of the Purchaser's other rights under this Agreement, if it comes to the knowledge of the Purchaser prior to the Completion Date that any fact is inconsistent with the warranty given by the Vendor pursuant to the provisions of clauses 13 and 14 above or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this Agreement and upon rescission the Vendor hereby undertakes to forthwith refund to the Purchaser all monies paid to or for the account of the Vendor by or on behalf of the Purchaser pursuant hereto.
16. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor pursuant to the provisions of clauses 13 and 14 above or out of any claim by a third party based on any facts which if sustained would constitute such a breach.
17. Any condition of this Agreement which is capable of being performed after but which has not been performed at or before the Completion Date and all warranties and indemnities contained in or entered pursuant to this Agreement shall remain in full force and effect notwithstanding completion.
18. This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in the said Agreement and no representation; term of warranties not contained herein shall be binding on the parties.

- 19. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 20. No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 21. This Agreement shall be governed by the Laws of Tanzania.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year first hereinbefore written.

THE VENDOR

SIGNED with COMMON SEAL]
 on this ___ day of _____ in the]
 presence of]
 Full Name: HARKISHAN BHAGAT]
 Signature: *Harkishan Bhagat*] seal
 Designation: DIRECTOR]
 Address Bx 3976, DAR ES SALAAM]

Full Name: MURTAZA ALI]
 Signature: *Murtaza Ali*]
 Designation:]
 Address]

THE PURCHASER

SIGNED with COMMON SEAL]
 on this ___ day of _____ in the]
 presence of]
 Full Name: Jiangzhaotao]
 Signature: *Jiangzhaotao*]
 Designation: chairman]
 Address P.O. BOX 20232 DSM]

Full Name: NAIKUI CHEW]
 Signature: *Naikui Chew*]
 Designation:]
 Address]



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF INDUSTRY AND TRADE
BUSINESS REGISTRATIONS AND LICENSING AGENCY

(Offices: Co-operative Building Lumumba Street)

Website: <http://www.brela.go.tz>
E-mail: usajili@brela.go.tz
ceo@brela.go.tz
info@brela.go.tz



P.O. Box. 9393,
DAR ES SALAAM.

Telephone: +255-22-2180139, 2181344, 2180113,
2180141
D/L 2180048, 2180385
Fax: +255-22-2180371 2180411

(All Official communications should be addressed to the
Registrar not to individuals)
In reply please quote:

Ref. No: MIT/RC/ 126547/4

5th June, 2020

TO: JIANG ZHAOTAO

**RE: 1. THE COMPANIES ACT, 2002
2. DOWELL COMPANY LIMITED**

Reference is made to your online custom official search submitted on
5th June, 2020. The following is the status of the above cited Company;

- 1. Incorporation Number:**
126547
- 2. Date of Incorporation:**
20th May 2016
- 3. Company Secretary:**
Jiang Zhaotao

4. Registered office:

Plot Number 955, Block Number 4B, House Number 955, Kawe, Kinondoni Dar es Salaam

5. Share Capital:

Tshs. 30,000,000 divided into 100 shares of Tshs. 300,000/= each

6. Shareholders:

- | | |
|--------------------|-----------|
| i) Jiang Zhaotao | 80 shares |
| ii) Jiang Zhaofeng | 20 shares |

7. Directors:

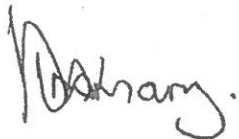
- | | |
|------------------|---------|
| i) Jiang Zhaotao | Chinese |
| ii) Naikui Chen | Chinese |

8. Annual Return Filed

Filed up to 2019

9. Charges Registered

Nil



M. Mmary

For: REGISTRAR OF COMPANIES