

AGREEMENT FOR SALE OF RIGHT OF OCCUPANCY

MADE BETWEEN

**SINOMA EAST AFRICA COMPANY LIMITED
AND**

**SENI SONGWE MALIMI AND ROSEMARY ANDERSON
SWAI
(as Joint Administrator and administratrix of the estate of
the late FERDINAND SAUDARI SWAI)**

**FOR THE LAND SITUATED ON FARM NO. 363 VISIGA
AREA KIBAHA DISTRICT COAST REGION C.T NO.36743**

DRAWN BY:

PETER KAMYA (ADVOCATE)

AYMAK ATTORNEYS,

PLOT NO.1359, House No.6

Mzinga Way Road, Oysterbay

P.O BOX 79575,

DAR ES SALAAM

[Handwritten signature]

THIS AGREEMENT is made on the 25th of May 2020

BETWEEN

SENI SONGWE MALIMI a natural person of P.O Box 71394 Dar es Salaam and **ROSEMARY ANDERSON SWAI** also a natural person with P.O Box 71394 Dar es Salaam both being the administrators of the estate of the late **FERDINAND SAUDARI SWAI** (hereinafter jointly called the "**VENDOR**" which expression shall where the context so admits include and extend to persons deriving title under the **VENDOR**, their successors and assigns) of the one part;

AND

SINOMA EAST AFRICA COMPANY LIMITED, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box 75753 Dar es Salaam. (Hereinafter called the "**PURCHASER**" which expression shall where the context so admits include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor are the administrators of the estate of the late **FERDINAND SAUDARI SWAI** who is also the registered owner of the Right of Occupancy for Farm No. 363, situated at Visiga Area, Kibaha District Coast region measuring approximately 42 acres, further particulars of which are as per the Certificate of Title annexed to this Agreement, herein after referred to as "**the Property**";

AND WHEREAS:

The Vendor is desirous of selling the said Property and the Purchaser is desirous and able to purchase the said Property from the Vendor at an estimated amount of **Tanzania Shilings Eight Hundred Forty Million (Tshs 840,000,000)**(Hereinafter referred to as the "**Purchase Price**").

AND WHEREAS:

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(Handwritten signatures and initials)

The Purchaser is desirous to re-survey the land subject of purchase to establish the land size as well as to have the land use changed to light industrial and warehouse use in line with the purchaser's investment plan.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the Property subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor prior to this Agreement.

2.0 The Consideration:

2.1 That in consideration of the Purchase Price of **Tanzania Shillings Eight Hundred Forty Million (Tshs 840,000,000)** the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained. The total purchase price as stated herein shall however be subject to the land size that shall be ascertained after the re-survey of the land. The parties herein agree that the sales price of each acre of land is **Tanzania Shillings Twenty Million only (Tshs 20,000,000)**.

2.2 That the Purchase Price stipulated herein, shall be paid by the Purchaser to the Vendor subject to the conditions stated in **clause 3 and 4** herein below.

3.0 Mode of Payment of Purchase Price:

3.1 That Purchase Price stipulated herein shall be paid as under by the Purchaser to the Vendor as indicated below:

3.1.1 First Instalment of the purchase price amounting to **Tanzania Shillings Four Hundred Twenty Million (Tshs 420,000,000) being 50% of the total purchase price** shall be paid to the Vendor immediately after the completion of the re-survey of the land and the acquisition of the approved Survey plan for the land and change of land use for the property from Farm use to Light Industry and Ware House Use.

3.1.2 The second instalment of the purchase price amounting to **Tanzania Shillings One Hundred Sixty Eight Million (Tshs 168,000,000) being 20% of the total purchase price** shall be paid to the Vendors after the acquisition of the Certificate of Approval for the land transfer and the payment of the Capital Gains Tax relating to the sale by the Vendor as well

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as the acquisition of the **Capital Gains Tax Clearance** Certificate for the land transfer. The payment shall be made within a period of **7 working days** from the date of receipt of the Capital Gains Tax Clearance Certificate.

3.1.3 The final instalment of the purchase price amounting to **Tanzania Shillings Two Hundred Fifty Two Million (Tshs 252,000,000)** being **30%** of the purchase price shall be paid by the purchaser to the Vendor within a period of not more than **seven (7) days after** the completion of the registration of the derivative title for the land in favour of the purchaser.

3.2 That all the payment instalments for the entire purchase price as indicated above shall be deposited by the Purchaser to the Vendor's nominated account whose details are as hereunder;

A/C Name: ROSE ANDERSON SWAI

A/C Number: 3300330351

Bank Name: KENYA COMMERCIAL BANK

Branch: HARAMBE HOUSE -OYSTERBAY

3.3 The parties herein agree that for all the payment instalments to be made by the purchaser to the vendor, the purchaser shall ensure that copies of the deposit slips or bank transfer slips are duly submitted to the Vendors.

3.4 The parties herein agree that the purchase price as indicated herein may either be paid by the purchaser directly or through their affiliate, subsidiary or such other person as they shall designate.

4.0 RE-SURVEY AND CHANGE OF LAND USE

4.1 The parties herein agree that immediately after the signing of this agreement, the Vendor and the Purchaser shall jointly nominate a land surveyor to commence with the process of resurvey for the entire farm as well as ensure that all beacons for the land are duly replaced.

4.2 The costs for the resurvey for the land shall be paid equally by the Vendors and the Purchaser.

4.3 The parties agree that the Purchaser shall pay the 50% portion of the fees for the change of land use and resurvey for and on behalf of the vendor and that such

amount shall be deducted from the first instalment of the purchase price to be paid to the Vendor by the purchaser as per clause 3.1.1.

- 4.4 The parties further agree that the re-survey and change of land use shall be done in a period of not more than **10 weeks** from the date of signing this agreement. In case of any variation of the time for the re-survey and land use change, both parties shall have to agree to such variation.

5.0 TERMS OF PURCHASE

5.1 Subject to clause 2, the **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase the Property.

5.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title of the said Property.

6.0 POSSESSION OF DOCUMENTS OF TITLE PENDING COMPLETION OF PAYMENT OF PURCHASE PRICE

6.1 Upon the signing of this Agreement and the payment of the first instalment of the Purchase Price as stated herein, the Vendor herein irrevocably undertakes to hand over the property as well as the Original Certificate of Title for the land to the Purchaser's Legal Counsel and the transfer documents shall be in the custody of the Vendor's lawyers. That for avoidance of doubt, the transfer for the land shall jointly be conducted by both the Purchaser and Vendor's lawyers.

6.2 The Parties further agree that after the purchaser paying the first instalment of the purchase price, the purchaser shall be permitted to occupy the property as well as start the construction works for their project.

7.0 APPROVAL OF THE COMMISSIONER FOR LANDS

7.1 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 the disposition of land and consent being obtained.

7.2 The Vendor shall execute landforms 29, 30 and 35 seeking the Commissioner's Approval, and that the Purchaser shall process and use all reasonable endeavours to obtain the said approval.



7.3 The Purchaser shall be responsible with the transfer of the Property up to the stage of registration of the transfer of Certificate of Title in the names of the Purchaser by the Registrar of Titles.

8.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

8.1 In case of termination of this Agreement under the terms of this Clause neither the **Vendor** nor the **Purchaser** shall be treated as to have breached this Agreement.

8.2 As a consequence of the Commissioner's failure to give consent, the **Vendor** shall, within ONE month after such a refusal has been realised, return to the Purchaser all the payments paid as Purchase Price 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.

9.0 IMPLIED COVENANTS RELATING TO THE VENDORS RIGHTS UNDER THE CERTIFICATE OF OCCUPANCY

9.1 The covenants implied by reason of the **Vendor** selling with full title guarantee are to include any to the effect that the covenants and conditions contained in the Certificate of Occupancy relating to the development, state and condition of the Property have been duly observed and performed.

PARTIES' COVENANTS

10.0 GENERAL COVENANTS

10.1 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.

10.2 Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the Property by the Vendor prior to the due transfer of the Property to the Purchaser and the Vendor shall indemnify the Purchaser in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.

10.3 The Vendor covenants that they will be responsible to clear any and all outstanding debts, land rent, property tax, outgoings, claims and or any amounts

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owed in reference to the Property prior to the date of signing this Agreement and handover of the Property to the Purchaser.

- 10.4 The Purchaser shall be responsible for all outgoings and liabilities of the Property from the date of delivery of possession of the Property to the Purchaser and covenants to indemnify the Vendor against all costs, actions, claims, proceedings and demands in respect thereof.

11.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with the **Purchaser** that:

- 11.1 They have the power to enter into and perform the obligations under this Agreement;
- 11.2 They have the full authority to sell, transfer and dispose of the Property and that it has a good and subsisting right, title and interest, and they have full powers to sell, grant, convey, assign or otherwise dispose the Property in the manner herein provided;
- 11.3 They are not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use their reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property,
- 11.4 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Vendor** is subject;
- 11.5 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor**, or require any consent under any agreement or other instrument to which the **Vendor** is a party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 11.6 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after

making reasonable enquiries, is pending or threatened against him or the Property as described in clause 10.0 above;

- 11.7 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances.
- 11.8 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their 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.
- 11.9 Each representation and warranty herein stipulated 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 **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 11.10 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement 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 Vendors hereby further irrevocably and unconditionally warrant and confirm that 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.

12.0 INDEMNITY

The Vendor hereby irrevocably undertake 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 above or out of any claim by a third party based on any facts which if sustained would constitute a breach.

13.0 SET OF DOCUMENTS

- 13.1 The Vendor shall on the date of signing the Agreement, or so soon thereafter as reasonably possible, deliver to the Purchaser's lawyer the following documents in respect of the Property (the "Completion Documents"). The said documents shall include but not limited to:
- (a) Land rent receipts for the year 2019/2020;
 - (b) Certified copies of the National Identity Cards for each Vendor;

- (c) Certified copy of the letter of administration issued by the Court confirming the appointment of the Vendors as the administrators of the estate of the registered owner of the Property.
- (d) Six passport size photos for each Vendor.
- (e) Receipts for payment of the utility bills in respect of the Property (if any) for the past six months.

14.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with the **Vendor** that:

- 14.1 It has the power to enter into and perform its obligations under this Agreement;
- 14.2 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 14.3 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 14.4 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;
- 14.5 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it;
- 14.6 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as stipulated in the Certificate of Right of Occupancy but free from any encumbrances;
- 14.7 All information that has been made available to the **Vendor** 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.

- 14.8 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Vendor** to enter into this Agreement. The **Purchaser** acknowledges that the **Vendor** has entered into this Agreement relying on these representations and warranties.

15.0 ASSIGNMENT OF THIS AGREEMENT

- 15.1 This Agreement is exclusive to the Parties and the Parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the notification of the other party.
- 15.2 The parties herein agree that the Purchaser shall have the right to have this agreement assigned to any of its affiliate companies or such other company that shall be incorporated for purposes of holding the land subject of purchase. The Vendor herein irrevocably consents not to object to such assignment and that the Vendor shall sign any documents that shall be needed to facilitate the transfer of the land to such company as the purchaser shall nominate.

16.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, 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 induced the parties to enter into this Agreement.

17.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

18.0 COSTS

18.1 General costs:

Each party shall be responsible for their respective legal costs incurred with respect to the preparation and implementation of this Agreement.

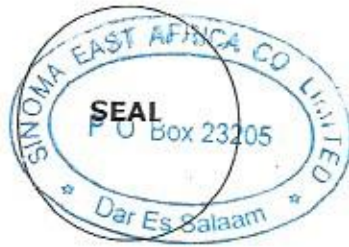
18.2 The Stamp Duty, Capital Gains Tax and other duties and fees

- 18.2.1 The stamp duty and registration fees with respect to the transfer of the property shall be borne by the Purchaser.

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**SEALED with the COMMON SEAL of the said
SINOMA EAST AFRICA COMPANY LIMITED and
DELIVERED at DAR ES SALAAM in the
the presence of us this 25th day of Nov 2020.**



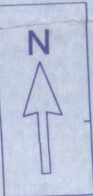
PURCHASER

Name: Lu xiao qiang
Signature: [Handwritten Signature]
Postal Address 75753
Designation: D G M

Name: Lei xue ping
Signature: [Handwritten Signature]
Postal Address 75753
Designation: Manager

[Handwritten mark]

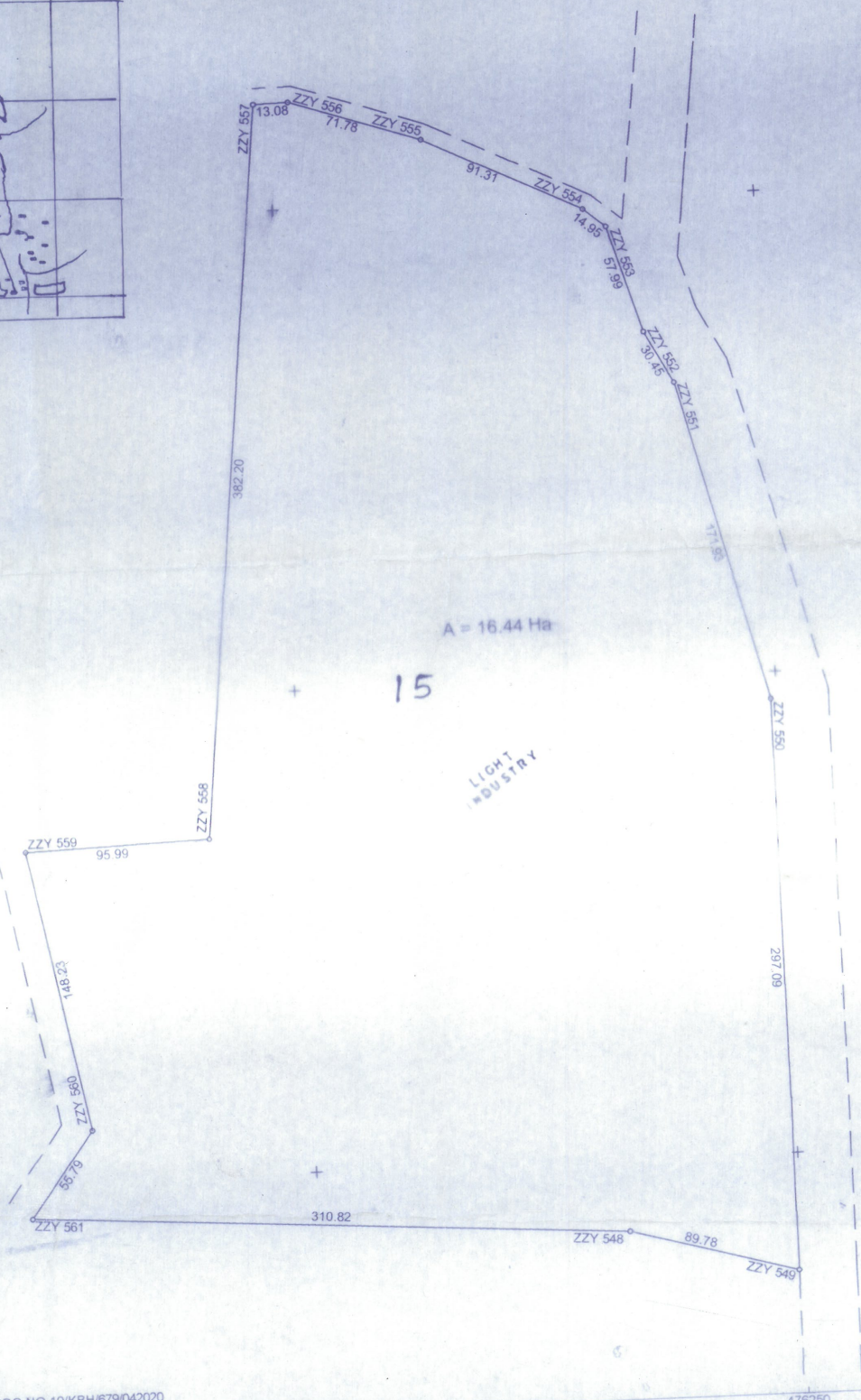
SURVEY OF PLOT No 15 BLOCK D AT VISIGA
 KIBAHA TOWNSHIP - COAST REGION.



LOCATION SKETCH SHEET NO 185/2 +



SCALE: 50,000



Mwamvua
 28/08/2020

A = 16.44 Ha

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LIGHT
 INDUSTRY

REF: TP DRG NO.19/KBH/679/042020

SCALE 1:2,500

REFERENCE OFFICE
 COMPS E/359/A4
 S.T.O SHEET NO 185/II
 M.P No 185/II/6I
 ACTION C.C.
 PLAN No E/359/750

AMMENDMENTS MADE BY:
 1. Mwamvua (plots no) 28-8-2020
 2. _____
 3. _____

PHOTOSTATIC COPIES SENT TO:
 1. _____
 2. _____
 3. _____

Plan drawn by YASINI HARUNA
 I hereby certify that the survey represented
 by this plan was carried out in accordance with
 survey regulations.
Denise Kahamba
 DENIS F. KAHAMBA
 TOWN LAND SURVEYOR-KIBAHA
 Date 27/08/2020
 Registered Plan No 115556