

LAND SALE AND PURCHASE AGREEMENT

MADE BETWEEN

JACOB WILLIAM MUSHI

AND

**ZHEJIANG COMMUNICATIONS CONSTRUCTIONS GROUP
COMPANY LIMITED**

**FOR THE LAND PLOT NUMBER 33 BLOCK H SITUATED AT
KAUNDA VILLAGE, MATUMBULU WARD, DODOMA CITY-
DODOMA REGION.**

DRAWN BY:

PETER KAMYA (ADVOCATE)

AYMAK ATTORNEYS,

PLOT NO.1359, House No.6

Mzinga Way Road, Oysterbay

P.O BOX 79575, .

DAR ES SALAAM



THIS AGREEMENT is made on the 03 of September 2020.

BETWEEN

JACOB WILLIAM MUSHI a natural person of P.O Box 3010, Dodoma (hereinafter 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

ZHEJIANG COMMUNICATIONS CONSTRUCTIONS GROUP 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 10848, 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 is the owner of the land known as **Plot no 33 Block H located at Kaunda Village, Matumbulu Ward, Dodoma City-Dodoma Region** measuring approximately 90,761 square meters as per the attached survey plan (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 Shillings Ninety Million (Tshs 90,000,000) VAT inclusive** (Hereinafter referred to as the "**Purchase Price**").

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 Ninety Million (Tshs 90,000,000) VAT inclusive**, 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 area of land sold by the Vendor

to the purchase is 90,000 square meters. 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 Twenty Seven Million Only (Tshs 27,000,000)** being 30% of the total contract price shall be paid to the Vendor immediately after signing of this Agreement as well as receiving all ownership documents.

3.1.2 The second instalment of the purchase price amounting to **Tanzania Shillings Twenty Seven Million Only (Tshs 27,000,000)** being 30% of the total contract price shall be paid to the Vendor immediately after two months if the acquisition of the Certificate of Title for the land in the names of the purchaser are not completed.

3.1.3 The final instalment of the purchase price amounting to **Tanzania Shillings Thirty Six Million Only (Tshs 36,000,000)** being 40% of the total contract price shall be paid to the Vendor after the acquisition of the Certificate of Title for the land in the names of the purchaser.

3.1.4 If Certificate of Title for the land in the names of the purchaser acquired within two months after the contract is signed the amount to **Tanzania shillings Sixty-Three Million (Tshs 63,000,000.00)** as per clause 3.1.2 and 3.1.3 shall immediately as highlighted above be paid.

3.2 The payments will made through NMB Bank account of the vendor

Bank Account Number: 52910000394

Bank Account Name: JACOB WILLIAM MUSHI

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 Vendor.

4.0 SURVEY AND CHANGE OF LAND USE

4.1 The parties herein agree that the purchase of the land is conditional on the change of land use for the land as well as its survey and that immediately after the signing of

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this agreement, the Vendor shall nominate a surveyor who will undertake the survey of the land as well as oversee the process of change of land use.

- 4.2 The costs for the survey for the land shall be borne by the Vendor. The parties however agree that the agreed survey plan fees of **Tshs 3,000,000** shall be paid for by the purchaser on behalf of the Vendor and that such amount shall be offset from the purchase price for the land.

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 to the purchaser as well as all the original documents relating to the property.
- 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 any mobilisation works for the intended project, and the Vendor should actively assist the purchaser in obtaining the land ownership certificate.

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

- 7.1 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 as shall be stated in the Certificate of Title for the property to be issued to the Purchaser.

PARTIES' COVENANTS

8.0 GENERAL COVENANTS

- 8.1 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.



- 8.2 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.
- 8.3 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 owed in reference to the Property prior to the date of signing this Agreement and handover of the Property to the Purchaser.
- 8.4 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.

9.0 COVENANTS BY THE VENDOR

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

- 9.1 The Vendor has the power to enter into and perform the obligations under this Agreement.
- 9.2 The Vendor has 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.
- 9.3 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 **Vendor** is subject.
- 9.4 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.
- 9.5 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

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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.

- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.

10.0 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.

11.0 SET OF DOCUMENTS

- 11.1 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 the Vendor;
 - (c) Six passport size photos for the Vendor.
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- (d) Receipts for payment of the utility bills in respect of the Property (if any) for the past six months.

12.0 COVENANTS BY THE PURCHASER

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

- 12.1 It has the power to enter into and perform its obligations under this Agreement;
- 12.2 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;
- 12.3 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;
- 12.4 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;
- 12.5 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;
- 12.6 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;
- 12.7 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.
- 12.8 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

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enter into this Agreement. The **Purchaser** acknowledges that the **Vendor** has entered into this Agreement relying on these representations and warranties.

13.0 ASSIGNMENT OF THIS AGREEMENT

13.1 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.

13.2 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.

14.0 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.

15.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

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

16.0 COSTS

16.1 General costs:

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

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

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

16.2.2 The Purchaser shall be responsible for the payment of Capital Gains Tax (if any), Land rent, as well as any other duty statutorily payable by the land owner.

16.2.3 The Vendor shall be responsible for the payment of its lawyer's legal fees associated with the transfer and the purchaser shall be responsible for its lawyer's legal fees associated with the transfer of the property.

17.0 BOUNDARIES AND PLOT SIZE

- 17.1 The Vendor warrants that to the best of its knowledge all the beacons relating to the plot are in place and unaltered and that the boundaries of the Property are all intact.
- 17.2 The Vendor warrants that in the event there is a reduction in the size of the land after the re-survey, the Purchaser shall only pay to the Vendor for the actual land size on the new approved Survey Plan following the re-survey of the land.

18.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 18.1 The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 18.2 All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

19.0 AMENDMENT AND WAIVER

- 19.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the Parties.
- 19.2 When any party performs its rights and obligations under this contract, any non-performance or delay in performance shall not be interpreted as a waiver of all or part of the rights and obligations under this contract. The rights and obligations stipulated in this contract are valid for a long time without violating Tanzanian laws and regulations.

20.0 NOTICES

- 20.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent to the registered address for each of the parties by registered mail.

21.0 CONFIDENTIALITY

- 21.1 Both Parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.
- 21.2 Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.

22.0 TERMINATION

- 22.1 This Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein.
- 22.2 Failure to make full and prompt payment of the purchase price by the purchaser to the vendor as stipulated in clause 3.0 herein.
- 22.3 Upon insolvency and or liquidation of either of the Purchaser.

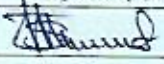
IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.

SIGNED and DELIVERED by the said
JACOB WILLIAM MUSHI who is known to me
 personally/introduced to me by _____
 _____ the latter being known
 to me personally in my presence us
 this ___ day of _____ 2020



VENDOR

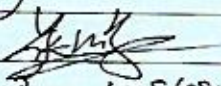


BEFORE ME:
 Name: JOSEPH MATIMBEWI
 Signature: 
 Postal Address Box 3010 DODOMA
 Designation: ADVOCATE



SEALED with the COMMON SEAL of the said
ZHEJIANG COMMUNICATIONS CONSTRUCTIONS
GROUP COMPANY LIMITED, and
DELIVERED at DAR ES SALAAM in the
 the presence of us this ___ day of _____ 2020



Name: Zhang Peng
 Signature: 
 Postal Address P.O. Box 10848
 Designation: Country Representative

Name: _____
 Signature: _____
 Postal Address _____
 Designation: _____

