

THIS AGREEMENT is made on the 14th day of April, 2025.

BETWEEN

EDISON HEZRONI BARONGO a natural person with National Identification Number 19790927111070000118 and phone number 0754741612, whose address for the purpose of this Agreement shall be P.O Box _____, Dar es Salaam (hereinafter called the "**Vendor**") which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of one Part;

AND

HUAJIAN ALUMINIUM PLASTIC DOOR & WINDO ENGINEERING COMPANY LIMITED a company registered under the Companies Act, Cap. 212 whose address for the purpose of this Agreement shall be _____ (hereinafter referred to as "**Purchaser**") which expression shall where the context so admits include and extend to persons deriving title under the Purchaser; her successors and assigns) of the other Part.

collectively shall be referred to as "Parties", and individually as "Party",

WHEREAS

- I. The Vendor warrants that, he is the legal owner and representative of the unsurvey land located at Dundani, Mkuranga Urban Area, Coast Region with all the exhausted or unexhausted improvements, developments and appurtenances (hereinafter referred as "the Property").
- II. The Vendor is desirous of selling the said Property with consent from all parties on his part and the Purchaser is desirous of purchasing the Property free from any encumbrances, liens, charges, or mortgages whatsoever and upon such terms and conditions as are hereinafter set forth.



- iii. The Vendor is willing and has such capacity and ready to sell the Property to the Purchaser in accordance with the terms and conditions set forth herein.
- iv. The Purchaser has accepted the offer from the Vendor and has satisfied all terms and conditions of the Offer at the Vendor's verification.

The Parties have mutually negotiated and agreed on the terms of sale as well as the registration of title deed of the Property and have agreed to have the Property registered under the Purchaser per the conditions as stated herein.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

- 1.1 That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the Property subject to the fulfillment of the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor before this Agreement.
- 1.2 That the Vendor hereby agrees to sell Two (2) acres equivalent to 9,318 square meters located at Dundani, Mkuranga Urban Area, Coast Region to the Purchaser and the Purchaser agrees to buy the Vendor's property, as with the boundaries and compass direction according to the size, measurements and dimensions agreed between the Parties as described below.
- 1.3 The dimensions of the Property are described as follows:
 - (a) North dimensions alongside local Road Street
 - (b) South dimensions alongside Mama Mkonde
 - (c) East dimensions alongside local Road Street
 - (d) West dimensions alongside Bola Ndonge

2.0 The Consideration



Ministry of Lands, Housing and Human Settlements Development to always enable the registration of the title to the Purchaser when needed.

- 4.2 The purchaser shall ensure that all encumbrances are removed from the Property before commencement of the registration process.
- 4.3 The Parties in this Agreement shall reserve the right to be indemnified by each of them for any delays of the completion of the process.
- 4.4 The Vendor shall immediately upon signing of this Agreement hand over certified copies of the original documents, village sale agreement, and any other relevant documents for the above-mentioned Property as well as all related documents to the Purchaser and/ or respective authorities for purposes of commencing with registration of the title deed with the Purchaser.
- 4.5 The Vendor shall provide vacant possession and handover the Property to the Purchaser upon signing of this Agreement.
- 4.6 The performance of this Agreement by the Purchaser shall be subject to the Vendor supplying all the documents required for the transfer process and confirmation by the Purchaser as follows: -
 - (a) National Identity Card,
 - (b) Spousal consent (if any),
 - (c) Introduction letters from the local government leaders as the owner of the Property.
 - (d) Village sale agreement
- 4.7 For the purposes of enabling the registration of the title deed for the Property in the name of the Purchaser, the Purchaser shall provide the following documents to the Vendor:
 - (a) copy of National Identification Card
 - (b) passport size
- 4.8 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for registration from the Commissioner of Lands (the **Commissioner**), in the event the Parties fail to



obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the Vendor shall be required to pay the Purchaser all the monies paid without deducting any amount. If by any chance the transaction is not completed or the Purchaser does not end up with the Title Deed of the area under his name, then the Purchase Price paid shall be refunded to the Purchaser by the Vendor within thirty (30) days including all costs incurred by the Purchaser in developing the Property.

- 4.9 The Vendor shall pay and indemnify the Purchaser any cost that the Purchaser will incur in relation to any future disputes that will arise on the Property in relation to the ownership of the land by the Vendor even after the issuance of the Title Deed in the name of the Purchaser. The Vendor shall be liable to pay the Purchaser compensation against any legal disputes or suits raised against the Purchaser originating from the ownership of the Property by the Vendor or by any person with a dispute about the ownership of the Property by the Vendor. The same shall include but not limited to legal fees and any compensation that must be made by the Purchaser.
- 4.10 The Property sold is unsurvey and the Vendor shall facilitate the process of obtaining the Title Deed.

5.0 VACANT POSSESSION AND HANDOVER OF DOCUMENTS TO FACILITATE PROCESSING OF THE TITLE DEED

- 5.1 The **Vendor** undertakes to co-operate in the processing of title deed of the Property and the registration of the same in the name of the **Purchaser** including the signing and execution of the Sale Agreement and any other documents required to be signed and executed by the Parties per the laws of Tanzania.
- 5.2 The Vendor shall immediately upon signing this Agreement handover the original documents for the Property proving the ownership of the Property by the Vendor, village sale agreement and any other documents that will facilitate registration of Title.



5.3 The Vendor warrants that the Property has no encumbrances. However, at any moment in time, the Purchaser encounters any encumbrances, the Vendor warrants further that the same shall be removed before the commencement of the registration process.

5.4 The Parties mutually agree that Vacant possession and the handover of the documents shall be done per the terms of clause 5.2 hereinabove.

6.0 APPROVAL OF THE COMMISSIONER FOR LANDS

6.1 The registration of the title deed 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 registration of the title of the Property and consent being obtained.

6.2 The Purchaser shall jointly work with the Vendor during the process of land surveying to the registration of the title deed in the name of the Purchaser by the Registrar of Titles.

7.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

7.1 If the Commissioner's approval and/or consent for the registration of the title deed is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.

7.2 In case of termination of this Agreement under the terms of this clause, neither the **Vendor** nor the **Purchaser** shall be treated as in breach of this Agreement.

7.3 As a consequence of the Commissioner's refusal to give consent, the **Vendor** shall, within Thirty (30) days after such a refusal has been realised, return the Purchase Price by the **Purchaser**.

7.4 All other payments made by each of the Parties in respect of fees, duties and incidental costs will be at each Party's cost.

8.0 GENERAL COVENANTS



and belief after making reasonable enquiries, is pending or threatened against it.

11.0 NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the Parties and the Parties shall not 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 the non-assigning Party.

12.0 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 has induced the Parties to enter into this Agreement.

13.0 CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

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

14. COSTS

14.1 General costs:

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

15.1. The Stamp Duty, Capital Gains Tax and other duties and fees

15.1.1. The stamp duty and registration fees relating to the registration of the title deed of the Property shall solely be paid by the Purchaser.

16.0. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION



return of the notice or demand concerned and such notice or demand shall be effectual for all purposes Seven (07) working days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

To the Vendor:

Contact Person:

Address:

Tel:0754741612

Email:

To the Purchaser

Contact Person:

Address: P.O. Box, Dar es Salaam

Tel:

Email:

21.0. SOLE CONTRACTUAL RELATIONSHIP

21.1. The Parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.

21.2. This Agreement is an Independent and does not bind the Parties to sell or buy the Property.

21.3. No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced in writing under the hands of the Parties hereto.

22.0. TERMINATION



22.1. This Agreement shall be terminated only upon issuance of thirty (30) days written notice of an intention to terminate, upon the breach of any fundamental covenant or obligation by either of the Parties as stated herein and such instances shall include but not limited to.

- (a) failure to acquire the Commissioner's consent/approval for the contemplated registration of title deed as stipulated in clause 6.0 herein;
- (b) The death of either of the Parties to this Agreement;
- (c) the occurrence of instances of Force Majeure for a period of more than thirty days; or
- (d) by mutual agreement by the Parties.

22.2. Provided that upon the termination of this Agreement as a result of the provisions of clause 22.1 of this Agreement, both Parties mutually agree to indemnify each other within a period of not more than Fourteen (14) working days to restore themselves to the original position before the signing of this Agreement.

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

THE VENDOR

SIGNED and DELIVERED by the said
EDISON HEZRONI BARONGO
at **DAR ES SALAAM** in the
the presence of us this 14th day of April 2025



VENDOR

Before me:

Name: _____

Signature: _____



Postal Address _____

Qualification: **Advocate/Commissioner of Oaths/Notary Public**

THE PURCHASER

SIGNED and DELIVERED by the said
**HUAJIAN ALUMINIUM PLASTIC DOOR &
WINDO ENGINEERING COMPANY LIMITED**
at **DAR ES SALAAM** in the
the presence of us this 14th day of April 2025



Name: _____

Title: Director/Secretary

Signature: [Handwritten Signature]

Date: _____

Name: _____

Title: Director/Secretary

Signature: _____

Date: _____

Before me:

Name: NICOLETTE JOACHIM NANGALU

Signature: [Handwritten Signature]

Postal Address P.O. Box 22317 DWH

Qualification: **Advocate/Commissioner of Oaths/Notary Public**



[Handwritten Initials]