

KIBAHA MUNICIPAL COUNCIL

S.L.P 30112,KIBAHA
SIMU Na: 023 - 2402886
FAX No: 023 - 2402007



MUNICIPAL DIRECTOR

REF. NO. KTC/LD/PT/26274

23/07/2025

**TANZANIA INVESTMENT AND SPECIAL ECONOMIC ZONES AUTHORITY
PLOT NO. 9A & B
SHABAAN ROBERT STREET
P.O BOX 938,
11410-DAR ES SALAAM.**

**RE: OWNERSHIP OF LAND ON PLOTS NO. 262 BLOCK 'L' SITUATED AT
VISIGA IN KIBAHA TOWN.**

The heading above refers

2. The above-mentioned plot was formerly owned by **LUCAS ALBANI KATERA** of P.O.BOX 33223 DAR ES SALAAM as unsurveyed land and now as it stands the property has been sold to **ZHONGXING INDUSTRIAL COMPANY LIMITED** of P.O.Box 25630 DAR ES SALAAM as per Sales Agreements and survey request and survey Plan No. **E'359/1406** with Reg. **209764** Owns **262 Block 'L' Visiga**.

3. The land bares and designated for the use of **LIGHT INDUSTRY** as planning requirement and that there is no any dispute arose and filed in our office over the said plot in current.

4. Since this company stands as a foreign company, with regards to the requirement of law as far as ownership of land is concerned, I hereby introduce this company to your good office in order fulfill those requirements.

Yours sincerely,

Kennedy T. Mpanduji FOR: TOWN DIRECTOR
(Authorised Land Officer) KIBAHA TOWN COUNCIL
FOR: TOWN DIRECTOR
KIBAHA TOWN COUNCIL

CC.

**MUNICIPAL DIRECTOR
KIBAHA MUNICIPAL COUNCIL
P.O.BOX 33223
DAR ES SALAAM,**

**ZHONGXING INDUSTRIAL COMPANY LIMITED
P. O. Box 25630
DAR ES SALAAM.**

AGREEMENT FOR SALE

BETWEEN
LUCAS ALBANI KATERA.

Referred as "SELLER/VENDOR"

AND

ZHONGXING INDUSTRIAL COMPANY LIMITED

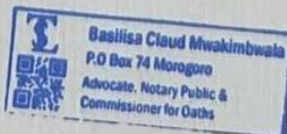
Referred as "BUYER/ PURCHASER"

DRAWN BY

BASILISA CLAUD MWAKIMBWALA, (ADVOCATE)

P.O. Box 74 MZUMBE, MOROGORO

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ARTICLE - 1

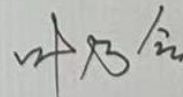
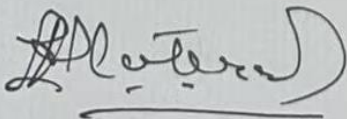
1.0 CONSIDERATION AND MODE OF PAYMENT

1.1 In consideration of payment of the sum of TZS 320,000,000/= (Tanzania Shilling three hundred and twenty million) (here-in-after called the Purchase Price) to the seller, The Seller shall transfer the title and ownership over the Property described hereinabove together with all the improvements thereon, free from any encumbrances to the Purchaser or buyer.

1.2 Upon signing of the Agreement, the Purchaser shall pay the first instalment of the purchase price amounting to TZS 11,000,000.00/= Only which shall constitute downpayments for the purchase price. The Purchaser shall also pay the sum of TZS 9,000,000.00/= as expenses and costs exclusively for converting the land use from residential to industrial. For avoidance of doubt, this amount shall not constitute part of the purchase price. The remaining amount of TZS 309,000,000.00/= shall be paid once the title deed is issued in the names of the purchaser and the Seller.

1.3 The Purchaser agrees to pay an additional sum of **Tanzania Shillings Five Million (TZS 5,000,000)** for processing the land title transfer from the Seller to the Purchaser's name. The amount of TZS 5,000,000.00 shall be paid in two equal instalments. This amount shall cover the administrative and legal procedures required for the change of ownership and is not part of the purchase price Upon the successful conversion of the land use from residential to industrial, the Purchaser shall make an initial payment of **Tanzania Shillings Two Million Five Hundred Thousand (TZS 2,500,000)** to the designated officer to initiate the processing of the title deed. The remaining balance of **Tanzania Shillings Two Million Five Hundred Thousand (TZS 2,500,000)** shall be paid upon the successful issuance of the title deed. The Seller shall cooperate fully in facilitating both the title transfer and land use conversion process. If any delays or complications arise from the Seller's failure to meet legal or administrative requirements, the Seller shall be held liable for refunding the buyer with fully amount paid.

1.4 The Seller agrees to contribute a fixed sum of **One Million Shillings (1,000,000/=)** towards the costs associated with the expansion of the road. The Seller shall not be



AGREEMENT FOR SALE

THIS AGREEMENT is made this _____ day of March 2025

BETWEEN

LUCAS ALBANI KATERA, A Tanzanian with national identification number 19721010-1412700003-25 of P.O. Box 33223, Dar es Salaam region (hereinafter referred to as 'the vendor' on the one part)

AND

ZHONGXING INDUSTRIAL COMPANY LIMITED, a limited liability Company registered and incorporated in Tanzania under the companies Act [Cap 212 of 2002] with incorporation Number 182- 943-363 of P.O. Box 25630 Dar es salaam (hereinafter referred to as 'The purchaser') on the other part.

WHEREAS The Seller is the lawful owner of a surveyed but unregistered parcel of land measuring 16 hectares (hereinafter referred to as the "Property"), situated at Miwaleni, Kibaha, PWANI, with boundaries defined as follows:

East: Bounded by Martin Kessy and Mr Ramadhani

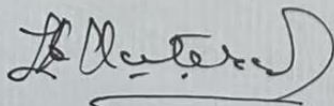
West: Bounded by Juma Kasimu Kivululi and Peter Kasoni

North: Bounded by pastor Sembute

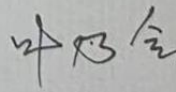
South: Bounded by retired brigadier Mkisi

AND WHEREAS the Vendor is desirous of selling and the purchaser is desirous of buying the property at a consideration of **three hundred and twenty million only (Tshs. 320,000,000/=)** (hereinafter referred to as "the Purchase price")

AND WHEREAS The Seller hereby agrees to sell and transfer ownership of the Property to the Buyer, and the Buyer agrees to purchase the same on the terms and conditions set forth in this Agreement.







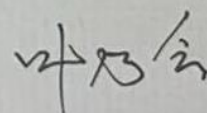
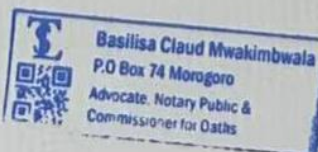
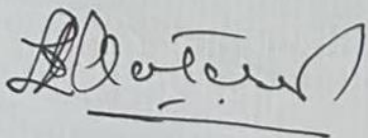
responsible for any additional costs beyond this amount, and any other expenses related to the road expansion shall be solely borne by the Buyer. The Seller's contribution shall be limited to **One Million Shillings (1,000,000/=)** in any road expansion budget, and no further claims shall be made against the Seller in this regard.

1.5 That in the event that the Seller fails to successfully convert the land use designation from residential to industrial, the Seller shall be solely responsible for reimbursing the Buyer a fixed sum of **Twenty Million Shillings (20,000,000/=)** as full and final restitution. The Seller shall not be liable for any additional costs, expenses, or losses incurred by the Buyer in reliance on the intended change of use, and no further claims shall be made against the Seller beyond the stated reimbursement amount.

ARTICLE 2

2.0 THE SELLER AND BUYER COVENANTS:

- 2.1 The seller and the buyer hereby expressly agree that completion of this Agreement will take place after the Purchaser has been registered as owner of the company and the said Right of Occupancy.
- 2.2 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
- 2.3 The parties hereto agree that the purchaser shall be responsible for paying the stamp duty, obtain the respective clearance certificates.
- 2.4 The parties hereto agree that the seller shall be responsible for paying the capital gain, obtain the respective clearance certificates consent fees and other charges arising out of the transfer of the property and registration thereof.
- 2.5 That, the Vendor agrees to assist in the removal of the middle road. If it is realized that the approval did not follow right procedures so that closure of the road is considered breakage of laws, hence impedes the Buyer's use or ownership of the property, the Seller shall bear full responsibility. That is, Seller shall refund the Buyer the full amount of the purchase price and compensate the Buyer an additional 20 million Tanzanian shillings for the costs incurred by the Buyer during the purchase process.



2.6 The Seller warrants that the land is free from any disputes, claims, or encumbrances at the time of executing this Agreement. In the event that any dispute arises concerning the land, the Seller shall be fully liable and shall refund the Purchaser the entire amount paid under this Agreement

2.7 That Vendor agrees to facilitate and provide reasonable assistance in securing water and electricity connections from DAWASA and TANESCO. However, the Vendor's responsibility shall be limited to facilitating the process, and the Vendor shall not bear any financial obligation related to the procurement, installation, or activation of water and electricity services. All costs and expenses associated therewith shall be the sole responsibility of the Purchaser. The Vendor's obligation shall cease once the necessary facilitation has been provided, and the matter is concluded.

ARTICLE – 3

3.0 THE SELLER WARRANTS / OBLIGATIONS

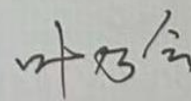
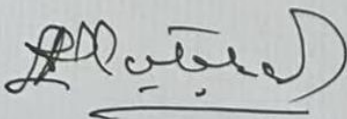
In consideration of the Exclusivity Sum payable by the Buyer at the date of this Agreement, and in consideration of the Buyer undertaking and incurring expenses In connection with the Buyer's Obligations, the Seller undertakes:

3.1 to supply the buyer Advocate with all documentation, information and authority reasonably necessary to enable the buyer to draft and negotiate the sale and purchase agreement and do all work necessary to enable contracts for the Transaction to be exchanged within the Exclusivity Period;

3.2 During the Exclusivity Period not to send, instruct, allow anyone else to Send any Transaction Documents to anyone other than the Buyer's advocate; and

3.3 During the Exclusivity Period, not to (nor instructor allow anyone else to): encumber or deal with the title to the Property except with the Buyer; or solicit or respond to any approach to encumber or deal with the title to the company and Properties with anyone other than the Buyer

3.4 During the exclusivity period the seller is not allowed to enter into any contractual agreement with anyone except the buyer.



3.5 The Seller guarantees the buyer that the Property is sold free from mortgage, liens, charges or any encumbrance whatsoever and there is no suit relating to it, and in any case should the buyer be called upon to pay and/or discharge any liability owing to the property as at the date of signatures hereof, then and on that event the Vendor will immediately indemnify the buyer.

3.6 The Seller hereby represents and warrants that the removal of trees along the 10-meter-wide road extending from the A7 intersection to the land acquired by the Buyer shall be carried out in a timely and lawful manner. The Seller further undertakes full responsibility for any claims, disputes, or compensation arising from the occupation or use of any third-party land during the tree-cutting process. The Seller agrees to indemnify and hold the Buyer harmless from any liabilities, costs, or legal consequences related thereto

ARTICLE 4

4.0 THE BUYER OBLIGATIONS

In consideration of the Exclusivity Sum payable of Twenty million (20,000,000/=) by the Buyer at the date of this Agreement, and in consideration of the Seller undertaking the Seller's Obligations, the Buyer undertakes to instruct the seller to effecting the change of land use from residential to industrial and securing the issuance of a title deed in the name of the Buyer within the Exclusivity Period.

ARTICLE 5

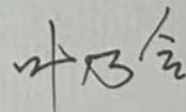
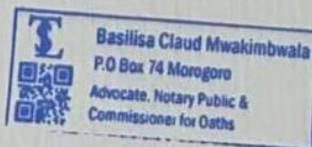
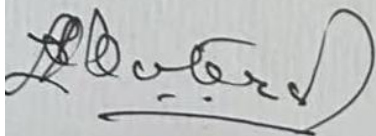
5.0 SPOUSE CONSENT

The Vendor is legally married; therefore, the disposition of the property shall require the prior written consent of his spouse in accordance with applicable laws.

ARTICLE 6

6.0 TERMINATION

6.1 The Buyer may terminate this agreement with immediate effect by written notice of not less than 7 days to the Seller. If the Buyer terminates this agreement without reasonable cause, the Seller shall not refund any amount paid in respect of this transaction.



6.2 The Seller may terminate this agreement with immediate effect by written notice to the Buyer. If the seller terminates this agreement without any reasonable cause, the buyer will shall be entitled to the compensation of fully amount paid so far

ARTICLE 7

7.0 TIME OF THE ESSENCE

Time is of the essence for the purposes of this agreement.

ARTICLE 8

8.0 THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This agreement has been entered into on the date stated at the beginning of it.

ARTICLE 9

9.0 APPLICABLE LAW AND DISPUTE CLAUSES

Any dispute arising from or in connection with this Agreement shall be referred to the Court of Laws in accordance with Tanzanian Laws.

ARTICLE 10

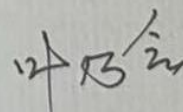
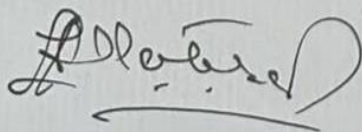
10.0 MISCELLANEOUS PROVISIONS

10.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised

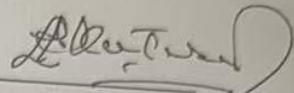
10.2 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzanian Laws.

10.3 This Agreement shall be in the English Language and in three (3) original searches being authentic.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year and in the manner hereinafter appearing.

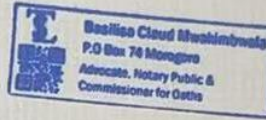


SIGNED AND DELIVERY AT DAR ES SALAAM
By the said LUCAS ALBANI KATERA who is known
To me personally/identified to me by
The latter person being known to me
this 29 day of March 2025


SELLER/VENDOR

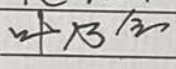
BEFORE ME

Name: Basilisa claud Mwakimbwala
Signature: B. claud
Address: 74 neongoro
Qualification: Advocate



SEALED with the Common Seal of
ZHONGXING INDUSTRIAL COMPANY
LIMITED and DELIVERED
Before me this 29 day of March 2025



Name : YE NAI HUI
Signature: 
Address: _____
Qualification: _____



BEFORE ME

Name: Basilisa claud Mwakimbwala
Signature: B. claud
Address: 74 neongoro
Qualification: Advocate



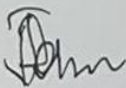
THE UNITED REPUBLIC OF TANZANIA
THE LAW OF MARRIAGE ACT
(CAP. 29 OF R: E 2019)
&
THE LAND ACT
(CAP 113 R: E 2019)

SPOUSE CONSENT

[Made under Section 59 of Law of Marriage Act & Section 161(3) (a) of The Land Act]

The Consent is made by the way of Deed this day of March 2025

1. I, PHELVIER JOHN BUSIGAL being the wife of LUCAS ALBANI KATERA, am cognizant of the provisions of the Law of Marriage Act, [Cap.29 RE of 2002] and the Land Act, [Cap.113 RE of 2002] as amended by the Land Amendment Act No. 2 of 2004 and the regulations regarding disposition of matrimonial assets.
2. That I am aware of the fact that the land property described herein, to witness, land property located at, surveyed but unregistered parcel of land measuring 16 hectares (hereinafter referred to as the "Property"), situated at Miwaleni, Kibaha, PWANI, with boundaries defined as follows: **East:** Bounded by Martin Kessy, **West:** Bounded by Juma and Peter Kasoni, **North:** Bounded by pastor Sembute, **South:** Bounded by retired brigadier mkisi.
3. That the said LUCAS ALBANI KATERA intends to transfer and/or dispose the said property by way of sale in favour of ZHONGXING INDUSTRIAL COMPANY LTD of Dar Es Slaam, I confirm that i have no **any objection on the said transfer.**
4. That this declaration serves as my unqualified and irrevocable consent for the disposition of the said property and that I undertake not to object by way of suit, caveat or interference in any way whatsoever and that this consent shall be binding upon my estate throughout.



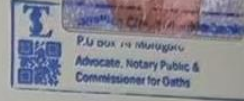
|

SIGNED and DELIVERED by the said
PHILIPER JOHN BUNYARA
who is known to me personally/identified
to me by.....

in my presence this 29 day of March 2025



SPOUSE



BEFORE ME

Name: Basillus claud Mwakimbwala

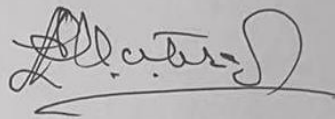
Signature: B. claud

Postal Address: 74 Morogoro

Qualification: Advocate



Lucas Albani Katera, have received a sum of Tshs Twenty million (20,000,000) only. This payment is downpayment of 11,000,000 (eleven million) and transfer of land use amounting to nine million (9,000,000)



Lucas Albani Katera

BEFORE ME:

Name: Basilisa claud Mwakumbwala

Signature: B. claud

address: 74 morogoro

Qualification: Advocate

