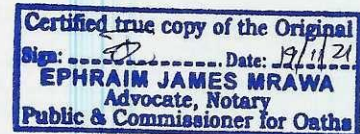


AGREEMENT FOR SALE OF LANDED PROPERTY

BETWEEN

KILOSA DISTRICT



AND

CCECC EAST AFRICA LIMITED

---

In Respect of Sale of Landed Property Located at Magole Area,  
Kilosa District, Morogoro Region

---

DRAWN BY:

Kilosa District Council,

P.O. Box 65

Kilosa, Morogoro

E-mail: ded@kilosadc.go.tz

**AGREEMENT FOR SALE OF THE LANDED PROPERTY**

This AGREEMENT is made this 8<sup>th</sup> day of June 2020.

**BETWEEN**

**KILOSA DISTRICT COUNCIL**, a Local Government Authority established under Local Government (District Authorities) Act, Cap 287 R. E 2002 with its residence at Kilosa, Tanzania; P.O. Box 65, Kilosa, Morogoro (hereinafter referred to as "the Vendor" the expression which shall include and extend to its successors, agents and assignees) of the one part;

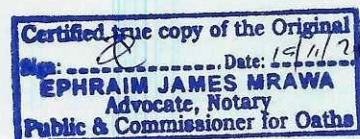
**AND**

**CCECC EAST AFRICA LIMITED ("CCECC")**, a Limited Liability Company incorporated under the laws of Tanzania with its registered office at P.O Box 4083 Dar es Salaam (hereinafter referred to as "the Purchaser" the expression where the context so admits, shall include its successors and assigns) of the other part;

**RECITALS**

**WHEREAS:**

- A. The Vendor is and was at all material time a lawful owner of the piece of land covering **76,917.5 sqm** which was used as road construction camp by the Purchaser, situated at Magole area, Kilosa District in Morogoro Region (hereinafter referred to as 'the Landed Property').
- B. The Vendor being a body corporate capable of holding and disposing of any of its immovable properties; has considered and agreed to sell the said landed Property to the Purchaser subject to the provisions of the Land Act and the Purchaser has agreed to purchase the said Property willingly on terms and conditions as appearing hereinafter.
- C. The parties have mutually agreed to transact the business of selling and buying the landed property with all things, including but not limited to the permanent and/or temporary buildings, facilities, connections, trees and plants, etc, existing therein in consideration of **Tanzania Shillings Two**



Hundred Twenty-Five Million (TZS 225,000,000/=) only (hereinafter referred to as purchase price).

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AND WITNESSETH AS FOLLOWS:

## 1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides: -

- "Agreement" means this Sale Agreement between the Vendor and the Purchaser of the Landed Property located at the area of which its description is provided under "Recital A" herein above,
- "Company" means CCECC East Africa Limited,
- "District" means Kilosa District Council,
- "Parties" mean the Vendor and Purchaser as described in this Agreement,
- "Price" Tanzania Shillings Two Hundred Twenty-Five Million (TZS: 225,000,000/=) payable to the Vendor by the Purchaser as consideration for the purchase of land.
- "TIC" means Tanzania Investment Centre,
- "Title" means rights accruing on this landed property,
- "TZS" means Tanzania Shillings, the currency of the United Republic of Tanzania.

1.2 Reference to the singular include, when the context so admits, reference to the plural and vice versa.

1.3 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

## 2.0 CONSIDERATION AND MODE OF PAYMENT

2.1 In consideration of the purchase price of Tanzania Shillings Two Hundred Twenty-Five Million (TZS: 225,000,000/=) the Vendor sells to the Purchaser the landed property described above with all properties existing thereof and the Purchaser on the other side accepts the offer and agrees to buy the same subject to the terms and conditions as prescribed herein.

2.2 The purchase price shall be paid at once in lump sum to the Vendor's Bank Account No. 21801200115 with its registered Name of KILOSA DISTRICT COUNCIL OWN SOURCE in NMB Bank within seven (7) working days from the date of signing this Agreement and the government receipt issued by the Vendor shall form a conclusive sell and payment of the Landed Property at a given agreed price.

2.3 The Vendor shall not issue a government receipt or hand over the property to the Purchaser unless satisfied with sufficient proof as to payment of the whole purchase price as provided under this Agreement.

2.4 The parties hereto agree that they shall simultaneously execute a Deed of Transfer for the transfer of the Landed Property by the Vendor to the Purchaser and both parties shall use their best endeavors to seek and obtain or cause to be sought and obtain approval of Commissioner for Land or other duly authorized in that behalf of this disposition.

**3.0 THE PURCHASER'S WARRANTIES:** The Purchaser hereby warrants to the Vendor as follows:

3.1 The Purchaser has undertaken necessary due diligence on the Property regarding the Vendor's ownership and satisfied that there is no any misrepresentation of facts in respect of the landed property; and acknowledges the current condition and state of the Property including the developed structures existing therein and is willing to purchase the Property in its current condition (on whereas is basis), subject to the terms and conditions hereinafter appearing.

3.2 That, the Purchaser agrees and undertakes at his own expenses to bear and discharge all existing rents, rates, taxes, service charges and others levied arising or incidental to the process of acquiring tittle deed.

3.3 The Purchaser warrants that, being a foreign company, it is acquiring the said land for no reason other than investment purposes and shall be bound by the Land Act and Tanzania Investment Act.

3.4 That the Purchaser will develop the land and construct a Modern Mechanical Repair Center which will not only benefit the company but also the society on the basis of employment, mechanical activities and development around the center.

3.5 The Purchaser warrants that he buys the landed property without any concealed illegal purposes and being a foreign company will comply with relevant laws of Tanzania.

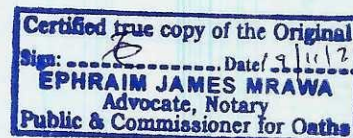
**4.0 THE VENDOR'S WARRANTIES:** The Vendor hereby warrants to the Purchaser as follows:

4.1 The Vendor is and was an exclusive owner of the Landed Property, the Property of which is not subject to any encumbrances, dispute or boundary conflict.

- 4.2 All restrictions, conditions and covenants have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor's knowledge likely to be received;
- 4.3 That neither local nor central government has a plan for public use other than the requested intentions herein provided under clause 3.3 and 3.4 of the agreement.
- 4.4 The Vendor warrants that this sale process is executed in full knowledge and consent/approval of the committees and council from the Kilosa District and there shall be no any approval apart from the Commissioner for Lands and TIC during the transfer process.
- 4.5 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was given and remains to be true, complete and accurate in all respect and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
- 4.6 The execution or completion of this Agreement or performance of its terms will not result in any breach of any Agreement to which the Vendor is a party or of any Court order.
- 4.7 The Vendor is not aware of any intended expropriation of the property or any portion of it.
- 4.8 The locality sketch of the Landed Property is attached. The Vendor shall cooperate with the Purchaser in surveying the property on Purchaser's costs.
- 4.9 The ownership document shall be prepared by Vendor on behalf of the Purchaser after the survey being approved by the Ministry of Land and Human Settlement.
- 4.10 The Vendor shall grant immediate possession of the Landed Property to the Purchaser once payment of the Purchase Price has been discharged pursuant to the terms of this Agreement.

#### 5.0 THE VENDOR AND PURCHASER COVENANTS:

- 5.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place after the Purchaser has been given title as the registered legal occupant of the said land by TIC.



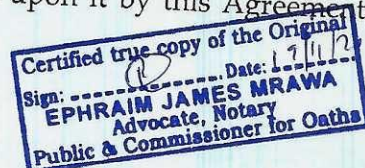
- 5.2 This Agreement of sale constitutes the entire agreement between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.
- 5.3 No Agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of both parties to this Agreement.
- 5.4 The Parties furthermore agree that the Landed Property is bought on status as appearing on the date of this Agreement; the Vendor shall not thereafter be required to move, change, transform, alter, modify, fix or vary any natural or artificial landmark or feature on the said land including boundaries, trees etc.
- 5.5 Each of the Parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts, writings and or to do or make things done, all that which is considered necessary in order to fulfill the object of this Agreement and in order to give full effect to all of its provisions.
- 5.6 Each party shall execute such other documents and do such other acts and things as may be reasonable in order to acquire the right, title and interest therein.
- 5.7 In the event the mandatory registration with TIC in relation with the Purchaser's investments on the Landed Property is rejected due to the reasons associated with the Vendor, parties will revert to their original position with the Vendor refunding the Purchaser the Price, unless the contrary is proved.

## 6.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 6.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failure of which the matter will be referred to a Tanzanian Courts of law with competent jurisdiction to try the matter for recovery of any loss and costs incurred by any party to this Agreement.
- 6.2 This Agreement or any dispute or any matter arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzanian Laws.

## 7.0 MISCELLANEOUS PROVISIONS

- 7.1 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.

7.2 This Agreement shall be in the English Language and in three (3) originals each being authentic of which the Vendor will keep one (1) and the Purchaser will keep two (2) copies.

## 8.0 NOTICE

8.1 Any notice or demand hereunder may be duly given to either party by prepaid post letter i.e. Registered Mail, EMS or DHL or recorded dispatch and copy by other speedier mode of communication or transmittal such as Fax or E-mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and such notice or demand shall be effectual for all purposes 48 hours after receipt by the other party and in proving service it shall be sufficient to prove that the letter containing notice or demand was properly stamped addressed and posted.

8.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties addresses;

**FOR THE VENDOR**  
**KILOSA DISTRICT COUNCIL**  
**P.O BOX 65,**  
**KILOSA, MOROGORO.**

**FOR THE PURCHASER**  
**CCECC EAST AFRICA LIMITED,**  
**P.O. Box 4083,**  
**DAR ES SALAAM.**

## 9.0 BREACH AND TERMINATION

9.1 This Agreement will terminate upon on the happening of:  
Successful finalization of the transaction including obtaining the necessary and required approval and consents, registration of the property in the name of the TIC until the Purchaser obtaining a derivative right thereunder;

9.2 Breach of any term of this Agreement may necessitate earlier termination of the Agreement if such breach is deemed material, - including, but not limited to, failure to execute the required steps of the transaction, misrepresentation,

fraud, government orders or breach of warranty or condition by the other Party.

9.3 Upon breach and/or earlier termination of this Agreement as provided for in clause 9.2, all rights and obligations of the Parties hereunder shall cease, except:

9.3.1 Such rights and obligations as may have accrued on the date of termination;

9.3.2 Such rights and obligations as may survive the termination of this Agreement; and

9.3.3 Any right, which a Party may have under the law.

9.4 Notwithstanding Clause 9.3 hereinabove, in the event the required approvals and consents are declined and not obtained, then the **Vendor** shall within a period of ninety (90) days after such refusal or failure refund to the **Purchaser** the funds that will have been paid by the **Purchaser** in accordance with the provisions of this Agreement, the Purchaser shall proceed with other legal measures pursuant to clause 6.0 above.

#### 10.0 AUTHORITY OF SIGNATORY TO BIND PRINCIPAL

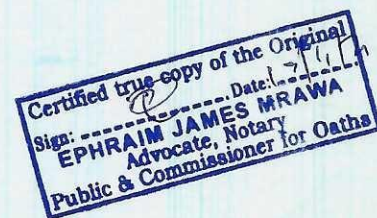
Each signatory represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered.

#### 11.0 ENTIRE AGREEMENT AND AMENDMENT

11.1 This Agreement constitutes the entire agreement between the Parties and it supersedes all previous oral or written communications, representations or agreements between the Parties.

11.2 Nothing contained in this Agreement shall be construed to permit the assignment or delegation by the **Parties** of any obligations or rights hereunder, without the prior written consent of the other party.

11.3 This Agreement may be amended by the Parties as and when need arise each party shall be notified in writing.



IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

SEALED with the Common Seal of KILOSA DISTRICT COUNCIL and delivered at KILOSA in our presence this 08 day of 06 2020.

COMMON SEAL

Name: HASSAN SEIF MKOP

Signature: [Signature]

Designation: COUNCIL CHAIRMAN

Address: P.O. BOX 65, KILOSA

Date: 8/6/2020

MWENYEKITA  
HALMASHAURI YA KILOSA  
KILOSA

Name: MWAMBAMBALE ASAJILE LUCAS

Signature: [Signature]

Designation: DISTRICT EXECUTIVE DIRECTOR

Address: P.O. BOX 65, KILOSA

Date: 08.06.2020

MURUGENZI MTENDAJI WA WILAYA  
KILOSA

SEALED with the Common Seal of CCECC EAST AFRICA LTD and delivered at KILOSA in our presence this in our presence this 8<sup>th</sup> day of June 2020.

COMMON SEAL

Name: ZHANG JUNLE

Signature: [Signature]

Designation: Managing Director

Address: P.O. BOX 4083, DAR ES SALAAM

Date: 2020.6.8

CCECC EAST AFRICA LTD  
P.O. Box 4083  
DAR-ES-SALAAM  
TANZANIA

Name: Li Tianma

Signature: [Signature]

Designation: Invest Manager

Address: P.O. BOX 4083, DAR ES SALAAM

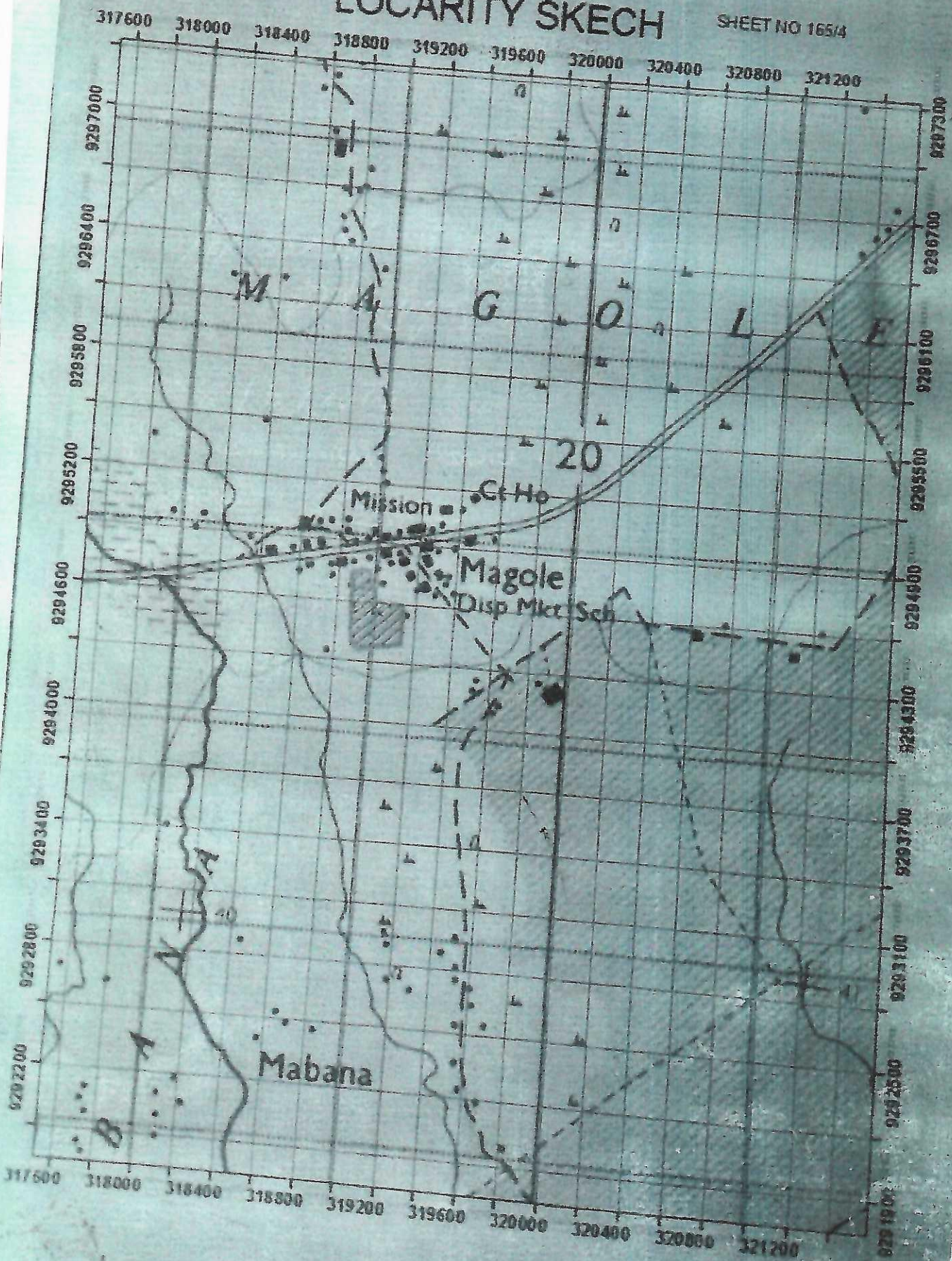
Date: 2020.6.8

Certified true copy of the Original  
Sign: [Signature] Date: 19/6/20  
EPHRAIM JAMES MRAWA  
Advocate, Notary  
Public & Commissioner for Oaths

# LOCARITY SKECH

SHEET NO 165/4

N

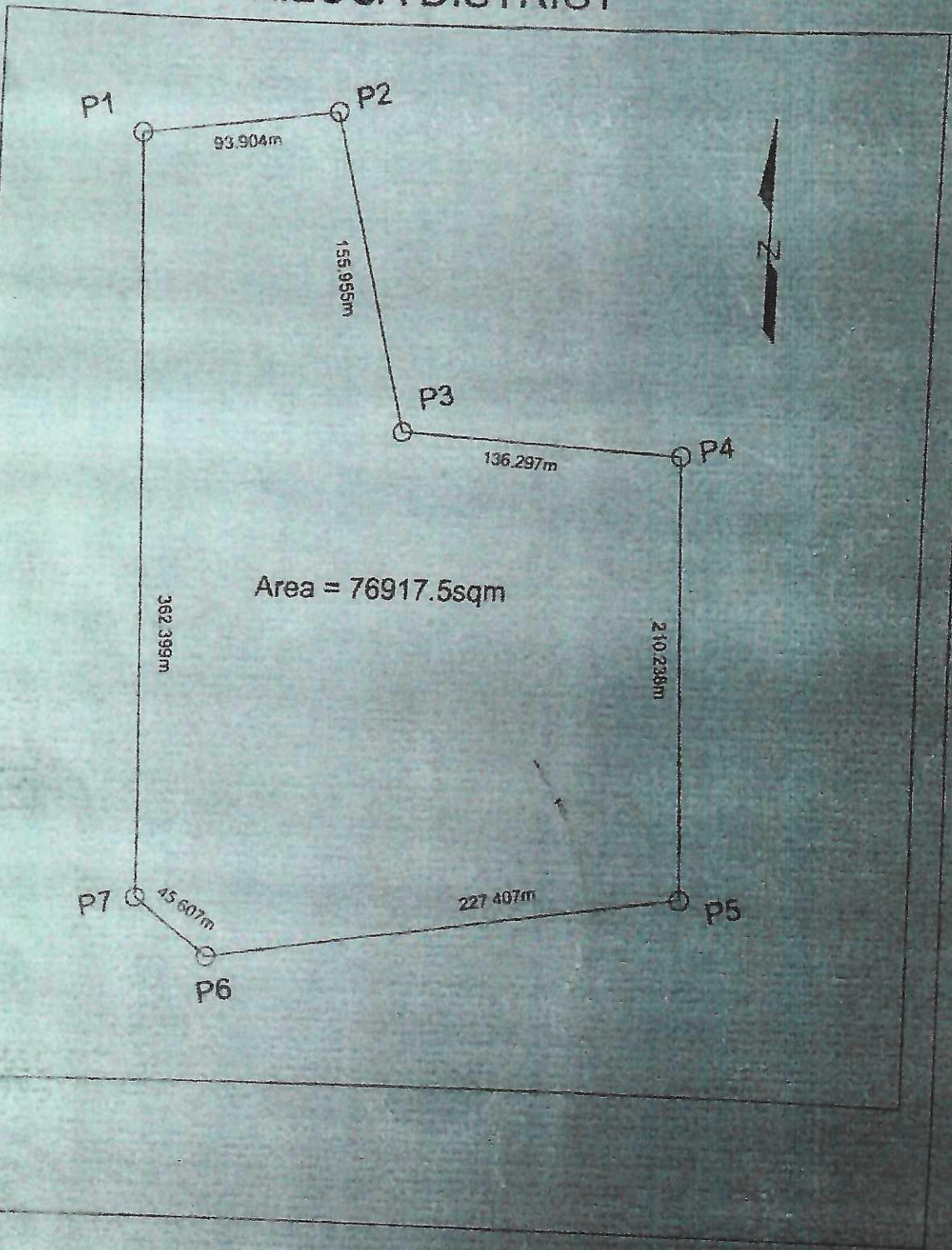



SCALE 1:24,000

Certified true copy of the Original  
Sign: *[Signature]* Date: 15/11/21  
**EPHRAIM JAMES MRAWA**  
Advocate, Notary  
Public & Commissioner for Oaths

Scanned by CamScanner

# SKECH OF 19.07 ACRES AT MAGOLE KILOSA DISTRICT



Certified true copy of the Original  
Sign:  Date: 19/11/2021  
**EPHRAIM JAMES MRAWA**  
Advocate, Notary  
Public & Commissioner for Oaths