

THE UNITED REPUBLIC OF TANZANIA

KIBAHA TOWN COUNCIL

CONTRACT DOCUMENTS FOR SALE

CONTRACT FOR SALE OF 49,255 (FORTY NINE THOUSAND TWO HUNDRED AND FIFTY FIVE) SQUARE METERS TO SOLID ENTERPRISES COMPANY LIMITED FOR BUILDING A FACTORY FOR MANUFACTURE BUILDING MATERIALS AND PROCESSING AGRICULTURAL PRODUCTS.

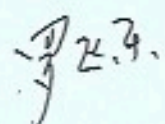
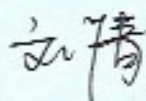
This contract is executed at Kibaha, Coast Region on this 20th day of 2021

BETWEEN

KIBAHA TOWN COUNCIL, Established by the Local Government Act, No. of 1982 (CAP. 288 R.E 2002) having its office at Kibaha Town and whose address for the purpose of service is P.O. Box 30112 KIBAHA (hereinafter referred as the "The Vendor" on one part,

AND

SOLID ENTERPRISES COMPANY LIMITED, a Limited Liability Company incorporated and existing under the Companies Act (Cap 212), Act No. 12 of 2002 of the Laws of The United Republic of Tanzania, whose registered office is on Plot No. 306 Block 'B', Regent Estate, whose registered address is P.O Box 5875, Dar es Salaam, Tanzania (hereinafter called the 'Purchaser' which expression shall, where the context so requires, include the vendor's personal representative, heirs and permitted assigns) of the second part;



PREAMBLE

WHEREAS the vendor is owner of parcel of land known as Plot No **537, 538, 539 and 540, Block "A"** Zegereni Industrial area, Kibaha Town Council, Coast Region; with total size 49,255(forty nine thousand two hundred fifty five) square meters, comprised under registered Town Plan No **19/KBH/377/102014A of 2014** (a copy herewith attached marked Annexure 'A') with Survey Plan No E1 354/461 approved and registered under Registered Survey Plan No 102727 of 2019(a copy herewith attached marked Annexure 'B')of which form part of this agreement (Hereinafter referred to as "the Land")

WHEREAS the Purchaser applied to acquire the Land for the Industrial purpose to the Vendor through letter dated 8thJuly, 2021. The Purchaser express willingness to the Vendor is desirous of purchase and acquire the land that indentified and selected by the purchaser with reference herein, and total size 49,255 (forty nine thousand two hundred fifty five) square meters, an area of subject to this agreement delineated in marked red as per copy attached herewith Annexure 'B' at the price and on terms set out herein below.

AND WHEREAS the Vendor is willing, able and ready to sell and transfer the same parcel of land to the Purchaser and the Purchaser agreed to purchase the said Land in accordance with terms and conditions set forth herein; .

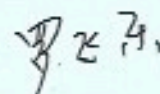
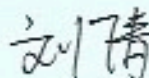
NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. DEFINITION AND INTERPRETATION.

In this Agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

"Agreement" shall mean this Agreement and shall include any annexure, addenda, schedules or appendices hereto;

"Certificate -Title" means certificates of Right of Occupancy issued under the Land Act, Cap. 113 and registered as "Title Deed" under Land Registration Act, Cap. 334;



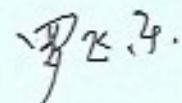
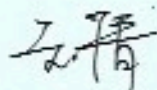
"Land" means the total size area marked and defined Plot No. **537, 538, 539 and 540, Block "A"** Zegereni Industrial area, under the survey map Plan No. E1 354/461 Registered Plan No 102727 of 2019 as scheduled in, with total area 49,255(forty nine thousand two hundred fifty five) square meters.

"Occupation Date" means the date of handover of the Property by the Vendor to the Purchaser.

"Property" means the said land in the context ascribed hereunder by this Agreement.

2. In this Agreement;

- 2.1 Unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.
- 2.2 Expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- 2.3 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the interpretation clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.5 The Recitals and Annexes to this Agreement are deemed to be incorporated in and form part of this Agreement.



3. SALE AND PURCHASE:

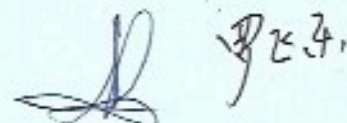
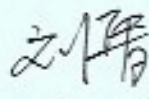
That, upon and subject to the terms and conditions of this agreement, The Vendor hereby sells to the Purchaser and Purchaser shall purchase from the Vendor the land known as Plot No **537, 538, 539 and 540, Block "A"** Zegereni Industrial area, Kibaha Town Council, Coast Region for purchase price payable **Tshs 295,530,000/= (Tanzania Shillings Two Hundred Ninety Five Million Five Hundred Thirty Thousands Only)** hereinafter referred to as "the Purchase Price).

3.1 The payments of the Purchase Price divided into two categories, of which The Purchaser shall pay the purchase price for the land to the Vendor in the following manner;

3.1.1 First Category of Purchase Price shall be **Tshs 286,018,235/= (Tanzania Shillings Two Hundred Eighty Six Million Eighteen Thousand Two hundred Thirty Five only)**. First category Purchase price shall paid into two installments; the First installment payment of purchase price the purchaser shall pay 40% (forty percent) of purchase price to the vendor, that is to say **Tshs 114,407,294.00 (Tanzania Shillings One Hundred Fourteen Million Four Hundred and Seven Thousand Two Hundred Ninety four only)** shall be payable upon signing of this agreement.

3.1.2 The second installment of the first category payment of purchase price the purchaser shall pay remain balance of 60% (sixty percent) to the Vendor, that is to say **Tshs 171,610,941.00 (Tanzania Shillings One Hundred Seventy One Million Six Hundred Ten Thousand Nine Hundred Forty One only)** and shall be payable to the Vendor within three months from the date of sign this agreement;

3.1.3 For the purpose of payment of the first category of Purchase price, the Purchaser shall pay to Vendor as per agreed installments stated herein on clauses 3.1.1 and 3.1.2 through **Control Numbers issued by the Vendor** immediately after sign this agreement; upon the received



payments the Vendor shall acknowledge by issue receipt the purchase price of said amount,

3.1.4 The Second category of Purchase price shall be Tshs **9,511,765.00 (Tanzania Shillings Nine Million Five Hundred Eleven Thousand Seven Hundred Sixty Five only)** shall be payable in single installment together with second installment payment of First category, through independent Government Control Number (GePG) issued by Vendor

3.2 The property is sold free from all registered encumbrance but is sold subject to all right and interests to which the property is subject in law and stated and provided for under the Certificate of Title of the property.

3.3 Purchaser shall be responsible to pay Land Allocation Fees and other statutory fees related to the transaction, of which will be assessed by Ministry of Land Housing and Human Settlement through Government Control Number issued by Land Office Department.

4. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

That the Vendor represents and warrants the following to the Purchaser as of the date of signing of the Agreement.

4.1 Vendor acknowledges that the Purchaser is relying upon such representations and warranties in entering into the Agreement.

4.2 Vendor hereby assures the Purchaser that the LAND is not under any lease or licenses neither has it been granted to any third party or any part thereof without the knowledge of the Purchaser.

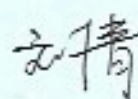
4.3 that the Vendor has a legal ownership of the Property and save as otherwise disclosed, the Property is free from other registered encumbrances of any nature whatsoever.


4.4 Save as disclosed, there are no restrictive covenants, statutory provisions, orders, charges, restrictions, agreements, conditions or other matters which preclude the use of the Property for which purposes they are now being used.

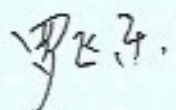
4.5 No any step has been taken or legal proceedings been started or threatened against the Vendor for institute the case in the court of law over any or all of its Land which would prevent, inhibit or otherwise have



5







a material adverse effect on the ability of the Vendor to fulfill its obligations under the Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants the following to the Vendor as of the date of signing of the Agreement and the Purchaser acknowledges that the Vendor is relying upon such representations and warranties in entering into the Agreement;

5.1 The Purchaser is in good standing under the laws of Tanzania with full power and authority and the legal right to purchase the property and enter into this Agreement;

5.2 All necessary actions or other actions required to authorize the entering into the Agreement by the Purchaser and the performance of their obligations have been duly taken;

6. WARRANTIES AND COVENANTS

The Vendor hereby covenants with the Purchaser to pay and discharge all outgoing and liabilities in respect of the property until legal possession thereof shall have passed to the Purchaser and further undertakes to indemnify the Purchaser against all notices proceedings claims and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties undertakings and covenants herein contained.

7. INDEMNITY.

The vendor shall be responsible for any loss or damage the purchaser may suffer or incur as result of any act or omission caused by the vendor and the purchaser shall be entitled to a 100%(Hundred percent) refund to the amount paid up and received by the vendor. In the event Purchaser default, shall be responsible for any loss or damage the purchaser may have caused to the vendor to suffer and shall be entitled to offset 25%(twenty five percent) of purchasing price as compensation, from any payment made by the purchaser to the vendor.

7. No authority to vary: No representative and no agent or person employed by either party, has authority to alter or vary in any way, terms and conditions hereof, unless agreed and resolved to by parties in writing.

~ ~

6

刘青



罗飞子

8. In case of any dispute, controversy, or claim arising out of or in relation to this Purchaser Contract, or any breach or invalidity thereof, shall be resolved amicably failing of which the matter shall be referred to the Court of Law.
9. This Agreement shall be governed by the Laws of the United Republic of Tanzania.

~ ~

刘青

7



罗飞.9.

IN WITNESS WHEREOF the parties hereunto set their respective hands and seal on this agreement the day and year first above written, at KIBAHA in the manner hereinafter appearing;

THE VENDOR

SIGNED AND STAMPED FOR ON BEHALF OF KIBAHA TOWN COUNCIL

Name: Eng. MSHAMU A. MUNDE Name: MUSSA NAOMBA

Signature: [Signature]

Signature: [Signature]

Designation: T.D.

Designation: CHAIRMAN KTC

Date: 20/08/2021

Date: 20/08/2021

WITNESS

Name: MANSUETHA MBEITA

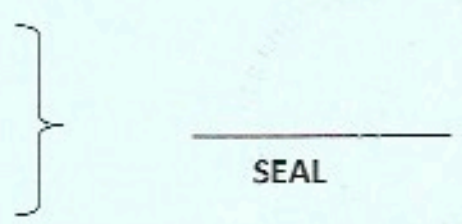
Signature: [Signature]

Qualification: Town LEGAL OFFICER

Date: 20/8/2021

THE PURCHASER

SEALED WITH THE COMMON SEAL AND DELIVERED at Dar es Salaam by the said SOLID ENTERPRISES COMPANY LIMITED.



In our presence this 20th day of 08 / 2021

Full Name: QIAN LIU

Address: Platinum tower, Wanga

Signature: [Signature]

Designation: DIRECTOR

Full Name: FELIE LUO

Address: 5875 Dar es SALAM

Signature: [Signature]

Designation: DIRECTOR

[Handwritten marks and signatures]