

## **SALE AGREEMENT**

THIS AGREEMENT is made today the 27<sup>th</sup> day of December, 2019

### **BETWEEN**

**AN SHUN LIMITED**, a Limited Liability Company established Under Provision of the Companies Act 12 of 2002, issued with a certificate of Incorporation No. 70720, and whose registered office is at Kisemvule, P.O. BOX 77122, Mkuranga (hereinafter referred to as "**the Vendor**"), which expression shall, where the context so admits, include the persons deriving title under and or personal representatives and successors) **of the one part.**

### **AND**

**ARKMEGA INDUSTRIALS LIMITED**, a Limited Liability Company established Under Provision of the Companies Act 12 of 2002, issued with a certificate of Incorporation No. 140630926, and whose registered office is at Msasani Towers, Plot No. **503/1**, Block G, Kinondoni District of Post Office **Box 38556**, Dar es Salaam, (hereinafter referred to as "**the Purchaser**", which expression shall, where the context so admits, include persons deriving title under and/or personal representatives and successors) **of the other part.**

### **WHEREAS:**

- (a) The Vendor is the beneficial owner of **ALL THAT** piece and parcel of land situate at Land Plot No. **2-9**, Block "**E**", Survey Registration. Plan No 68697, Measuring 6327M, Vikingu in Mkuranga District together with all improvements situate thereon (hereinafter referred to as "**the property**")
- (b) The Vendor is desirous to sell and the Purchaser is desirous to buy the property at a consideration of **Tanzanian Shillings 160,000,000/= (One Hundred And Sixty Million Tanzanian Shillings)** only on the terms and conditions hereinafter appearing:

### **NOW THIS AGREEMENT WITNESSETH:-**

1. The **Vendor** is desirous of selling the Property and the Purchaser is agreeable to purchase the Property free from any encumbrances, Charges, third party interests or bond whatsoever,

2. The Vendor and the Purchaser informed the Advocate who drafted this sale agreement that the Purchaser has inspected the property and is aware about the property and willing to purchase it
3. The purchaser's Advocate with consultation from both parties were appoint a reputable land valuer who will prepare a valuation report of the property for the purpose of the sale Transaction and approved by the Chief Government Valuer
4. All parties to this Contract of sale of property agreed price the mode of payment shall be of three instalments.
5. Once, the purchaser acknowledges the receipt of the Original previous Sale agreement of the property and put the signature to this Contract then the first Instalment of Tanzanian Shillings Ninety Six Million (**96,000,000/=**) which is inequivalent to **60%** of the purchasing price shall be paid by or before 31<sup>th</sup> of December, 2019.
6. The Vendor Shall render vacant possession of the property to the Purchaser immediately after acknowledges the receipt of the first instalment.
7. The second instalments of **20%** percent which is Tanzanian Shillings Thirty two Million **32,000,000/=** shall be paid immediately after Ministry of Land housing and human Settlement issuing the Certificate of Occupancy with the name of **TANZANIA INVESTMENT CENTRE**
8. The final payment of 20% percent of Tanzanian Shillings Thirty two Million (**32,000,000/=**) shall be paid after all the procedure of issuing the new title is in the name of the **TANZANIA INVESTMENT CENTRE** and **ARKMEGA INDUSTRIALS LIMITED**. That is **DERIVATIVE RIGHT**. The payment shall be immediately within one week from the date the **DERIVATIVE RIGHT TITLE** have been issued.
9. The Advocate fees and expenses connected with Preparation of the Sale of property and formalities shall be borne by the Purchaser
10. Notwithstanding any conflict with law, this agreement shall be governed by and construed in accordance with the laws of united Republic of Tanzania and land division shall have the exclusive jurisdiction to determine any disputes/claim arising under
11. No variation, amendment, deletion or consensual cancellation of this agreement or any party thereof shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representative.
12. This Agreement shall take effect from the date of its execution by the parties hereto.

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

SIGNED and DELIVERED at Dar es Salaam  
by the said **CUI HUIJIE**  
for and on behalf of AN SHUN LIMITED  
in his capacity as **DIRECTOR**  
this 27 day of December 2019

崔会杰



SIGNED and DELIVERED at Dar es Salaam  
by the said **CUI LICHUANG**  
for and on behalf of AN SHUN LIMITED  
in his capacity as **DIRECTOR**  
this 27 day of December 2019

崔立闯



Signature

Post Address

P.O. Box 38556  
DAR ES SALAAM

Qualification

ADVOCATE



SIGNED and DELIVERED at Dar es Salaam  
by the said **ZHANG YONGJIA**  
for and on behalf of ARKMEGA INDUSTRIALS LIMITED  
in his capacity as **DIRECTOR**  
this 27 day of December 2019

张永嘉



SIGNED and DELIVERED at Dar es Salaam  
by the said **CHEN YULIANG**  
for and on behalf of ARKMEGA INDUSTRIAL LIMITED  
in his capacity as **DIRECTOR**  
this 27 day of December 2019

陈裕良



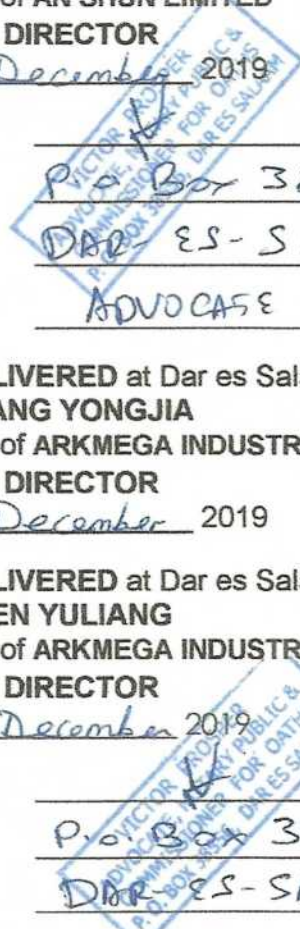
Signature

Post Address

P.O. Box 38556  
DAR ES SALAAM

Qualification

ADVOCATE



**Drawn by**

PROSPERITY ATTORNEYS  
Msasani Tower, Ground FLOOR  
Plot No 503/1, Block G,  
P. O. Box 38556,  
**Dar es Salaam.**



TANZANIA REVENUE AUTHORITY

ISO: 9001:2015 CERTIFIED

# TAX CLEARANCE CERTIFICATE

(Issued under Section 90 of the Income Tax Act 2004)

Licencing Authority: TIN: 101-349-306

MINISTRY OF LANDS  
ARDHI HOUSE  
P. O. Box 9132  
DAR ES SALAAM

Tax Certificate Number:

**271-0065-4421**

Issuing Office: Pwani

Telephone: 023 2402117

Date of Issue: 19 May 2020

Taxpayer Name **ARKMEGA INDUSTRIALS LIMITED**

Trading Name

Taxpayer Identification Number **140-630-926**

VAT Registration Number

Company Registration Number **1406300**

This is to certify that the tax affairs in respect of the above Taxpayer have been fully complied with as per law.

We, therefore, have no objection for further process of the services requested as hereunder

**(A) REALISATION OF INTEREST EARNINGS ON LAND OR BUILDINGS OR SHARES & SECURITIES**

Plot No: 2-10, Block No: E, Location: VIKINDU, District: Mkuranga, Region: Pwani. TRANSFER OF LAND OWNERSHIP PLOT NO 2-10 BLOCK E AT VIKINDU LOCATION.

**(B) INCOME TAX ON FREIGHT EARNINGS BY NON RESIDENT**

Permission to clear Customs

N/A

This certificate should be tendered in its original form and it is valid only if it is embossed with the Official Seal.

Official Seal

  
ABDUL Y. MAPEMBE

AG. COMMISSIONER FOR DOMESTIC REVENUE

19 May 2020

*Disclaimer: This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.*

**This Certificate is issued free of charge**

**THE UNITED REPUBLIC OF TANZANIA**  
**THE LAND ACT 1999**  
(NO. 4 OF 1999)  
**CERTIFICATE OF APPROVAL OF A DISPOSITION**  
(Under Section 39)

L.D/MK/2035  
PLOT NO 2-9  
BLOCK "E"  
VIKINDU AREA  
MKURANGA DISTRICT  
COASTAL REGION

I, **MUSA NICHOLAUS KICHIUMU**, **AUTHORISED OFFICER** hereby APPROVE the disposition of the Right of Occupancy under the above subject to the following:-

- (1) All relevant fees, Land Rent and other fees and charges concerning with Disposition have to be paid.
- (2) The Land shall be used according to the permitted use in the Certificate of Occupancy registered under the above references.
- (3) This Disposition shall be complete if dully signed and authorized by Commissioner for Lands.



**COMMISSIONER FOR LANDS/AUTHORISED OFFICER**

Date 16<sup>th</sup> January 2020

**AUTHORISED LAND OFFICER**  
**MKURANGA DISTRICT**

To:  
AN SHUN LIMITED  
P.O. BOX 77122  
DAR ES SALAAM

Copy : The Registrar of Title

# HALMASHAURI YA WILAYA YA MKURANGA



**Barua zote ziandikwe kwa:**

**Mkurugenzi mtendaji**

**Simu Na 0232402738,**

**Fax Na 023 2402706**

**Unapojibu tafadhali taja:**

S.L.P 10

**MKURANGA**

**PWANI**

Kumb.Na.LD/MK/6431/14  
Kamishna wa Ardhi Msaidizi,  
Mkoa wa Pwani,  
1 Mtaa wa Ardhi  
S.L.P 9230,  
**Dar es salaam.**

04/6/2020



**YAH: FOMU YA ARDHI NA. 1 YA KIWANJA NA. 2-9 KITALU 'E' VIKINDU**

**WILAYA YA MKURANGA**

Rejea somo tajwa hapo juu.

Tumepokea maombi ya Mwekezaji Kampuni ya **ARKMEGA INDUSTRIALS LIMITED** wa **S. L. P. 38556 DAR ES SALAAM**. Kampuni hii inamilikiwa na wageni ambao ni **ZHANG YONGJIA** kwa hisa 510 na ndugu **CHEN YULIANG** hisa 490. Kampuni hii imenunua viwanja namba 2-9 kitalu "E" eneo la Vikindu Wilaya ya Mkuranga,

Kampuni hii ya **ARKMEGA INDUSTRIALS LIMITED** ilinunua viwanja hivi kutoka kwa kwa Kampuni ya **AN SHUN LIMITED** wa **S. L. P. 77122 DAR ES SALAAM**, viwanja hivi havikuwahi kuandaliwa hati.

Viwanja hivi namba 2-9 Kitalu 'E' Vikindu viliandaliwa kwa kufuata mchoro wa Mipango miji namba **19/VKD/10/082010**, mchoro huu wa mipango miji kwa sasa umefanyiwa marekebisho ili kukidhi malengo ya mwekezaji (**SERVICE TRADE**) na marekebisho hayo yamefanyika na kupata kibali mnamo tarehe 26/09/2013

Halmashauri ya Wilaya imeandaa fomu ya Ardhi Na.1 na tunaiwasilisha kwako kwa hatua za maombi haya kujadiliwa na Kamati ya Ugawaji Ardhi Taifa na kisha kutangazwa kuwa enco la uwekezaji kwa kuzingatia **Sheria ya Ardhi Na.4 ya mwaka 1999 chini ya fungu la 19-20 sambamba Tangazo la Serikali Na.71 ya tarehe 4/5/2001** na **Sheria ya Uwekezaji Na.26 ya mwaka 1997**.

Nawasilisha kwako taarifa za kiwanja tajwa nikiwa nimefungasha nyaraka zote za Kampuni iliyomba kumilikishwa Kiwanja hiki kwa ajili hatua zako stahiki.



Ngongi, menas,  
Kny.Mkurugenzi Mtendaji (W)

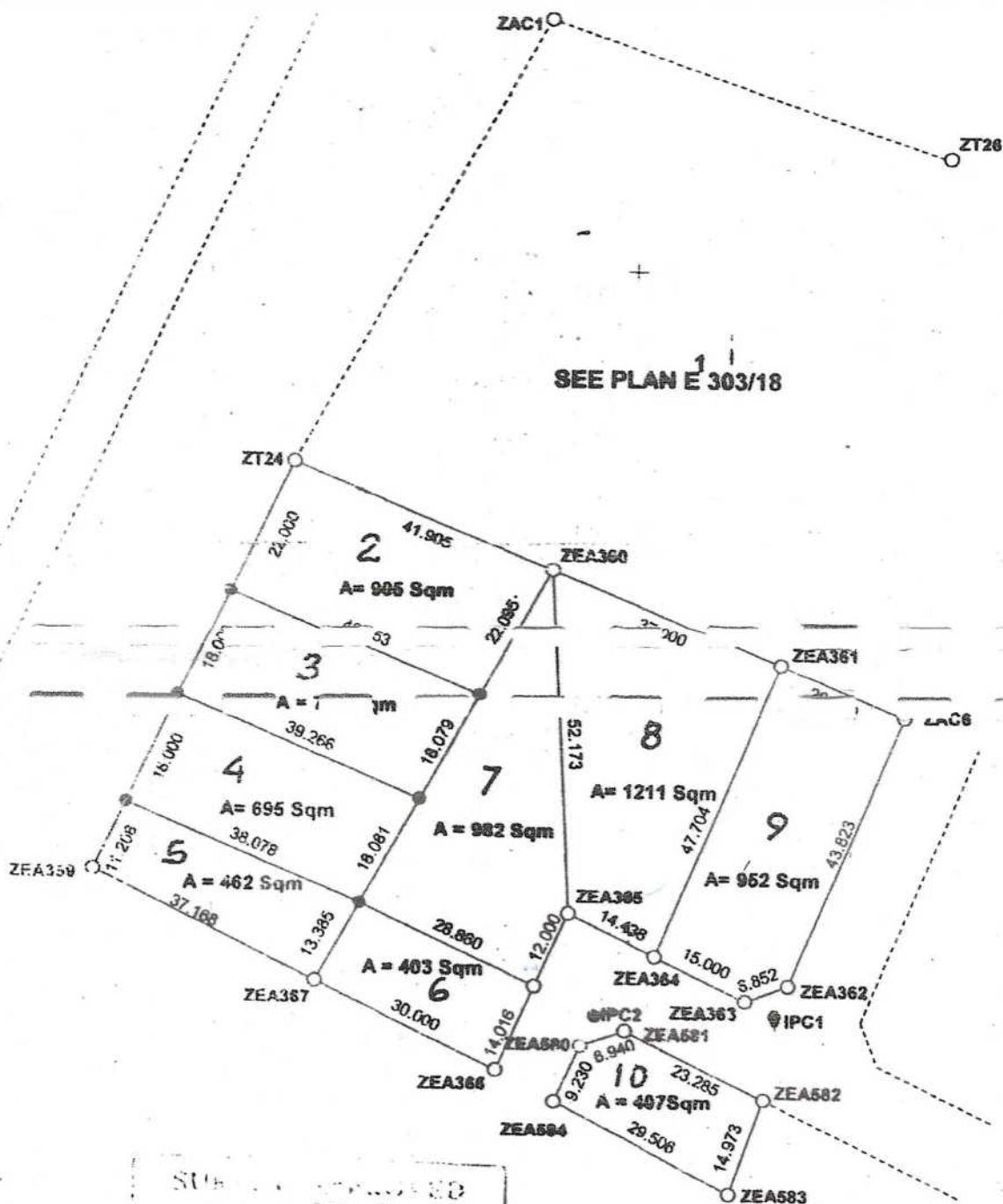
**Mkuranga**

Kny: MKURUGENZI MTENDAJI (W)  
**MKURANGA**

Nakala:Mkurugenzi Mtendaji(W),  
S. L. P. 10,  
MKURANGA.-Kwa taarifa

Arkmega Industrials Limited,  
S. L. P. 38556,  
**DAR ES SALAAM**- Kwa ufuatiliaji Wizarani

Handwritten notes and stamps in the bottom left corner, including a circular stamp with the text "DAR ES SALAAM" and "1997".



SUBMITTED  
 16/18/2012  
*Jifambi*

TP DRAWING 19/VKD/01/082010

532800

532900

E'303 G  
 204/II/10  
 No. 204/II

E'303/275

Scale 1:1000

Plan drawn by K F Makallo

Amendments made by:  
 1. G. Kawemba (Plots no.) 15.3-12  
 2.  
 3.

Photocopies sent to:

1. ....
2. ....
3. ....

Date 12.03.2012

*[Signature]*  
 Licensed surveyor

REGISTERED PLAN NO 68697

FOR BANK'S USE  
(KWA MATUMIZI YA BENKI)



**CRDB BANK PLC**  
**CASH DEPOSIT/WITHDRAWAL FORM**  
**FOMU YA KUWEKA/KUTOA FEDHA TASLIM**

Date/Tarehe

Branch/Tawi

Account Number  
Namba ya Akaunti

Account Holder's Name  
Jina la Mwenye Akaunti

0150285571800

MINISTRY OF LANDS REVENUE

Deposit/Withdrawal  
Kuweka/Kutoa



Amount and Currency  
Kiasi na aina ya Fedha

Transaction No.  
GEPG PAYMENTS

2,360,000.00 TZS CR

Teller I.D

FB17901578396113

Prosper P. Silayo

Name: TANZANIA INVESTMENT CENTRE (TIC)

Signature/Bahini:

Mobile: 0657080907

Bill No: 991172583733

Provider: Ministry of Lands, Housing and Human Settlements Development  
Customer: Mteja

Email:

Description: TRANSFER FEES ON PLOT NO. 2-3 BLOCK E-VI



This receipt will be valid only if printed, signed by the customer; countersigned and stamped by the teller.