

AGREEMENT FOR THE SALE OF LAND

BY AND BETWEEN

WAHID MOHAMMED

AND

.....

**FOR THE SALE OF LAND PLOT 14, BLOCK B, 49099 SQUARE METERS
LOCATED AT MKIU, MKURANGA DISTRICT, COASTAL REGION.**

DRAWN BY: -

**Winstlaw Attorneys
3rd Floor, Jangid Plaza
Ali Hassan Mwinyi Road,
Plot No.G6
P.O. Box 32080
DAR ES SALAAM**

AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam this 20TH day of JULY 2023

By and between

WAHID MOHAMMED, a natural person resident of Mkuranga with Postal Office Box hereinafter called **the Vendor**, (and which expression shall where the context so admits include permitted successors and assigns) of the **ONE PART**.

And

VIENTIANE TANZANIA COMPANY LIMITED, a limited liability company incorporated under the laws of Tanzania whose registered address is within the City of Dar es Salaam of Postal Office Box 102112 Dar es Salaam, hereinafter called **the Purchaser**, (and which expression shall where the context so admits include permitted successors and assigns) of the **OTHER PART**.

WHEREAS the Vendor is absolutely seized and possessed of or well and sufficiently entitled to the surveyed piece of land with a total size of **12 acres** with **Plot No 14, Block B, 49099 Square meters** located at **Mkiu village** within **Mkuranga District, Coast Region** hereinafter referred to as "the Property";

WHEREAS the Vendor absolutely agrees that the said surveyed land with Plots number 14, Block B, 49099 Square meters being surveyed and measured size of 12 acres subject to the change of land use to industry use, and subsequently be registered under TIC in favour of the Purchaser.

WHEREAS the Vendor has offered to sell the Property to the Purchaser together with all exhausted and unexhausted improvements made, carried and undertaken on the property, subject to the terms and conditions hereinafter appearing, and the Purchaser has agreed to buy the said properties as it is more particularly described in the Surveyed sketch map.

WHEREAS the Vendor shall not grant to anyone or the public a charge-free license, easement, right of way or trackage rights pursuant to which the Vendor shall have the exclusive obligation and duty to close, block and stop the public or anyone enjoy a charge-free license, easement, right of way or trackage rights to the demised premises as per the approved Deed Plan duly incorporated in the survey plan upon payment of the first instalment and execution of the agreement as it shall cause the Purchaser to fail to conduct smoothly operations of the intended business plan thereon.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Vendor shall sell and the Purchaser shall buy the said property free from any encumbrances, lien or third-party notice for consideration of **USD 350,000.** for said purchased land under the ownership of the Vendor which Plot No 14, Block B, 49099 Square meters located at Mkiu village within Mkuranga District Coast Region (hereinafter called the Purchase Price) in a total size of 12 acres.
2. That Vendor by signing and executing this agreement acknowledges and undertakes to grant and cause vacant possession on the Property and thereupon the Vendor shall handover the land (including trees and buildings), and the developments thereon to the Purchaser to be his property as per the governing laws of the United Republic of Tanzania subject to the fulfillment of the obligations under this agreement.
3. That in the event the parties to this Agreement breach the terms and conditions of the agreement shall reimburse the other party the whole amount paid with interest at commercial rate of 10% per annum together with subsequent costs incurred thereto.
4. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute all the relevant documents for the conveyance of the said property by the Vendor to the Purchaser and the parties undertake and shall use their best endeavors to seek and obtain or cause to be sought and obtaining Leasehold agreement under derivative right in the name of the Purchaser or as the purchaser shall deem fit from the Tanzania Investment Center.
5. That the execution of this agreement and any other supporting documents necessary hereto is subject to the Vendor granting access to the demised premises for the specific purpose of the construction of the boundary wall or any structure or leveling land, and clearing some trees by the Purchaser and in the event such access is not granted the Vendor shall reimburse the Purchaser all those payments made in advance.
6. Until the date of completion and delivery of vacant and peaceful possession of the property to the Purchaser, the Vendor shall pay all the rates, taxes, assessment and other outgoings where Parliamentary, Municipal or otherwise imposed or charged upon the said property.
7. The Vendor hereby covenant with the Purchaser to pay, satisfy or discharge all outgoings or liabilities in respect of the property until vacant 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, covenants herein contained.
8. That the Vendor shall be responsible to pay all the land rent, property tax and other incidental costs due by the time of executing this agreement in which all

payments shall be supported by exchequer receipts or any other document evidencing payment of the said dues.

9. The Purchaser reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries from the relevant authorities.
10. The Vendor shall bear and pay the municipal Taxes and other expenses arising out of and/or incidental to the preparation and completion of this Agreement and the land allocation documents by virtue of this transaction until the property has been fully registered in the name of the Purchaser further indemnify that all that relevant payments which are due for the payments will be made forthwith in order to avoid any delays to complete this transaction as per this agreement
11. That all payments shall be made in cash or direct to the assigned bank account by the vendor only and proof of payment shall be delivered to the Vendor once the payments are transferred.

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.

13. AMENDMENTS

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

14. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part hereof, or the right of any Party to enforce the provisions of this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

16. GOVERNING LAW

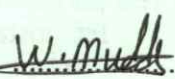
This Agreement shall be construed and governed in the accordance with the Tanzania Law.

17. JURISDICTION

Any dispute or difference which may arise between the parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of competent authority in Tanzania.

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

Signed and delivered by the said
WAHID MOHAMMED
and delivered before us,
this 20TH day of JULY 2023

} 
VENDOR

BEFORE ME:

Name:..... SAID ISMAIL HANYA.....
Signature:.....
Designation: Advocate/Commissioner for Oaths



**STAMPED with the COMMON STAMP of
VIENTIANE TANZANIA COMPANY LIMITED
in the presence of us:
this ...20TH .. day of ...JULY.... 2023
atDAR ES SALAAM.....**



Name.....**SHENZAI HUANG**.....
Designation.....**DIRECTOR**.....
Signature..... 
Date.....**20TH JULY 2023**.....

Name.....**WEIQIANG HUANG**.....
Designation.....**DIRECTOR**.....
Signature..... 
Date.....**20TH JULY 2023**.....



BEFORE ME:

Name:.....**SAID ISMAIL HANYA**.....

Signature:..........

Designation: **Advocate/Commissioner for Oaths**