

SALE AGREEMENT

THIS SALE AGREEMENT is made this...10th...day of.....MAY.....2024

BETWEEN

ROZINA ONESMO MASSAWE, A Natural Person, of **P.O.Box 181, Mombo** within **Tanga** Region, with National Identification Numbers **19981119-53533-00003-12** and Phone numbers of **0675995283** (hereinafter referred to as "the **VENDOR**") the term which within includes his heirs, agents and assignees of the title on one part.

AND

DAZHANHONGTU COMPANY LIMITED, A Legal Person, Of **P.O.BOX 32975 Dar Es Salaam** (hereinafter referred to as "the **PURCHASER**") the term which within includes their heirs, agents and assignees of the title on other part.

WHEREAS the **VENDOR** is the legal owner hence, desirous of selling **Plot No. 1 Block "E"** Located at Chekelei Area in Korogwe District, registered under the certificate of occupancy no. **9261** containing an area of **(21,797)** square meters hereinafter referred to as "**the property**".

AND WHEREAS the **VENDOR** is desirous of selling and transferring the said property and the **PURCHASER** intends to buy the said property.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE 1

1.0 CONSIDERATION AND MODE OF PAYMENT

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NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE 1

1.0 CONSIDERATION AND MODE OF PAYMENT

- 1.1 That in consideration of the sum **TSHS. 28,000,000/= (Twenty Eighty Millions Tanzanian Shillings)** as the "Purchase Consideration" the **Vendor** sells to the **Purchaser** the **Property**.
- 1.2 That agreed Consideration of sum of Tanzania Shillings **TSHS. 28,000,000/= (Twenty Eighty Millions Tanzanian Shillings)** has be paid in cash today when the parties were signing the contract.

ARTICLE 2

2.0 VENDOR'S CONVENANTS

The Vendor hereby covenants with the Purchaser as follows:

- 2.1 To do all such things to enable and ensure that there is smooth transfer of ownership.
- 2.2 That after furnishing the payment in full by the purchaser, the Vendor shall hand over the Title Deed to the Purchaser.
- 2.3 The **Vendor** shall ensure and deliver to the **Purchaser** the vacant Possession of the landed **Property** after signing the contract
- 2.4 That the said Landed Property is free from any encumbrance, that it has not being pledged as security for any purposes, in any institution or bank or to any other The Vendor gives warrant that the property is free from mortgages, lien, pledge or any other encumbrances whatsoever, and it shall be upon the Vendor to make clearance of all outstanding liabilities regarding the property before the execution of this agreement.
- 2.5 That no claims are pending or likely to arise in relation to or in connection with the said **Property**
- 2.6 That all liabilities in respect of the aforesaid **Property** as of the date of signing this Agreement have been discharged and or satisfied.
- 2.7 That the making of this contract will not result into any breach of contract, agreement or obligation, or violates any term or provisions of any judgment, decree or order of the Court of Law. The Vendor

shall surrender to the Purchaser the all original documents and receipts related to the said property in the date of execution of this agreement,

- 2.8 That for the case of consent needed from their heirs or any other person, the same has been obtained prior to the execution of this Contract.
- 2.9 The vendor shall be responsible for the payment of land rent, property tax, capital gain tax and other outgoings or if the same is paid by the purchaser it shall be deducted from the purchase price.

ARTICLE 3

3.0 PURCHASER'S COVENANTS

The purchaser hereby covenants with the Vendor as follows:

- 3.1 That the purchaser shall abide by this agreement by making the payment in full as agreed.
- 3.2 That, the Purchaser shall incur all the costs of transfer of documents from Vendor's names to the Purchaser's names.
- 3.3 That this Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms.
- 3.4 That he shall pay the said consideration in the manner provided herein or as shall be agreed in writing.

ARTICLE 4

4.0 GENERAL TERMS

- 4.1 Both parties agree to the effect that this Sale Agreement and the Deed of Transfer are subject to the consent of the Commissioner for Lands.

- 4.2 That in the event the Commissioner's consent is denied then this Agreement shall terminate and the **Vendors** shall, within (30) days of notification of such denial, refund to the **Purchaser** the **Purchase Price** paid.
- 4.3 That the purchaser shall pay costs of transfer of ownership from the vendors to the purchaser of this **Property**.
- 4.4 That both parties irrevocably bind themselves with the terms and conditions of this Sale Agreement.
- 4.5 The foregoing purchase price shall be paid on the date of execution of this deed.
- 4.6 That the Vendor, his agents or leases (if any) shall offer vacant possession from the property on the execution of this agreement.
- 4.7 This agreement is subject to the consent/approval of disposition by the commissioner for Lands or Authorized Officer in event the consent/Approval is denied the parties will revert to their former positions and the money paid by the purchaser shall be refunded by the vendor.
- 4.8 Without prejudice to the generality or any other aforementioned obligation non-performance of the above terms and conditions shall be a breach of the terms of this agreement and part in default will be exposed and subject to liability and consequences for the breach.

ARTICLE 5

5.0 DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Court with competent jurisdiction.

ARTICLE 6

6.0 MISREPRESENTATION

The parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

ARTICLE 7

7.0 APPLICABLE & GOVERNING LAWS

This Agreement is governed by the laws of the United Republic of Tanzania. Any matters or questions arising in relation to its interpretation shall be interpreted in accordance with the laws of the United Republic of Tanzania.

IN WITNESS HEREOF, the Parties hereto have executed this **SALE AGREEMENT** on the date and year first herein above written in the following manner:

SIGNED and DELIVERED at Korogwe
by the said **ROZINA ONESMO MASSAWE**
Who is known to me personally/identified to
me by..... The latter
being known to me personally in my presence
this.....^{10th}.....day of.....^{MAY}.....2024

.....Rhema.....

VENDOR



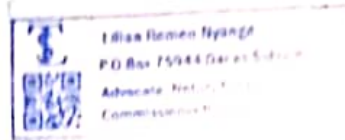
BEFORE ME

Name Lilian Remen Nyange

Signature [Signature]

Postal Address P.O. Box 75944

Qualification: COMMISSIONER FOR OATHS



SIGNED and DELIVERED at Korogwe by the said Sun Chengai the Director DAZZHONGTU COMPANY who is known to me personally/identified to me by..... The latter being known to me personally in my presence this..... 10th day of..... MAY..... 2024

[Signature]

PURCHASER



BEFORE ME

Name Lilian Remen Nyange

Signature [Signature]

Postal Address P.O. Box 75944

Qualification: COMMISSIONER FOR OATHS

