

THE LAND ACT NO. 4 OF 1999 [AS AMENED FROM TIME]

**SALE AGREEMENT**

*Between*

**MWAJUMA HASSAN SHEMGOMBE**

*(Vendor)*

*And*

**DAZHANHONGT CO. LIMITED**

*(Purchaser)*

IN RESPECT OF LAND WITH HECTARES 10 (TEN) LOCATED IN  
CHEKELEI AREA, KOROGWE DISTRICTI TANGA REGION, TANZANIA.

**Drawn By:**

**Both Parties**

## SALE AGREEMENT

This SALE AGREEMENT is made this 30 day of April, 2023.

### *Between*

**MWAJUMA HASSAN SHEMGOMBE**, a natural person of Postal Office Box number....., Tanzania (hereinafter to be referred to as the “**Vendor**” which expression shall where the context so admits includes her successors in title) of the one part;

### *And*

**DAZHANHONGT CO. LIMITED**, a limited liability company incorporated in Tanzania under the companies Act chapter 212 of the laws of Tanzania of Postal Office Box number 32976, Dar es Salaam, Tanzania (hereinafter to be referred to as the “**Purchaser**” which expression shall where the context so admits include its assigns, agents and successors in title) of the other part.

## PREAMBLE

### WHEREAS:

- A. The Vendor is the legal and registered owner of a parcel of land, **UNSURVEYED**, with ten (10) hectares situated at **Chekelei, Korogwe District, Tanga Region** (hereinafter referred to as the “**Property**”).
- B. The Vendor has considered and agreed to sell and transfer to the Purchaser the aforesaid Property and the Purchaser has agreed to purchase the said Property on terms and conditions as hereinafter appearing: -

### NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE 1

## 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 leading to the transfer of a parcel of land, UNSURVEYED, with 10(ten) hectares situated at Chekelei, Korogwe District, Tanga Region (hereinafter referred to as the “Property”).

“Parties” Means the parties to this Agreement.

“Purchase Price” Means the 40,000,000 payable to the Vendor by the Purchaser as consideration for the purchase of the Property.

“Tshs” Means Tanzania Shillings, the currency of the United Republic of Tanzania.

“Transfer” Means the passing of the rights of occupancy upon registration.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing persons shall, where the context so admits, be construed as importing a corporate body and vice versa.

1.4 Words importing the masculine gender shall include the feminine gender and *vice-versa* and words importing persons shall include companies.

1.5 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.

- 1.6 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid or otherwise unenforceable, or indications to that effect are received by either of the Parties from any competent authority, the Parties may use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

## ARTICLE 2

### 2.0 PROPERTY EARMARKED FOR SALE

#### 2.1 TITLE NO. 36555

All that Property and or Parcel of Land, a parcel of land, UNSURVEYED, with 10 (ten) hectares situated at Chekelei, Korogwe District, Tanga Region (hereinafter referred to as the "Property").

## ARTICLE 3

### 3.0 CONSIDERATION

- 3.1 In consideration of the Purchaser paying the Purchase Price in the sum of **Tanzania Shillings Forty Million Thousands Only [Tsh 40,000,000]** to the Vendor, the Vendor shall transfer the said Property to the Purchaser together with all the improvements and developments erected and being thereon free from any encumbrances.

- 3.2 The Purchase price stated at clause 3.1 above shall be paid by the Purchaser to the Vendor in lump sum upon signing of this Agreement failure of which Vendor shall charge interest of 10% from the date of default until when payment is completed .

#### **ARTICLE 4**

##### **4.0 THE VENDOR'S COVENANTS**

- 4.1 The Vendor hereby covenants to the Purchaser as follows:
- 4.1.1 To promptly pay all utilities bills including electricity and water if any, consumed or incurred on the property up to including the date of handing over.
  - 4.1.2 That Vendor will, at the request of the Purchaser, do all acts and execute all documents for the better assurance or perfection of the Purchaser's title in the Property.
  - 4.1.3 In the event the sale and the eventual transfer envisaged in this Agreement shall fail for no fault of either the Vendor or of the Purchaser, the amount already paid to the Vendor shall be refunded to the Purchaser in full without any deductions.

#### **ARTICLE 5**

##### **5.0 THE VENDOR WARRANTS THAT**

- 5.1 The Vendor hereby warrants to the Purchaser as follows:
- 5.1.1 The Vendor has good marketable ownership to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.
  - 5.1.2 All restrictions, conditions and covenants including any imposed by or pursuant to any lease affecting the Property

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.

- 5.1.3 To the best of Vendor's knowledge that the Property is not contaminated, hazardous or declared by the appropriate authority to be in terms of section 7 of the Land Act, Chapter 113 and is not in restraint to any environmental laws or regulations, during its period of ownership.
- 5.1.4 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
- 5.1.5 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 party or of any Court order or decree.
- 5.1.6 That Vendor will not do or omit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement on the whole or part of the Property.
- 5.1.7 That there are no circumstances in existence that shall be removed by the Vendor prior to Closing Date that would prevent the transfer of the Property to the Purchaser.

## **ARTICLE 6**

### **6.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES.**

The Purchaser represents and warrants as follows to the Vendor and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement.

6.1.1 The Purchaser has good and sufficient power, authority and right to enter into this agreement and complete the transactions contemplated hereby.

6.1.2 The Purchaser has conducted proper due diligence in connection with the Property and comfortable to sign this Agreement.

## **ARTICLE 7**

### **7.1 THE VENDOR'S AND PURCHASER'S COVENANTS**

7.1 The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:

7.1.1 Approval is received from the Commissioner for Lands or his appointee for the transfer of ownership of the said Property including the improvements thereon from the Vendor to the Purchaser.

7.1.3 Registration of the Purchaser as the registered owner of the said Certificate of Title.

### **7.2 Other Covenants:**

7.2.1 This sale agreement constitutes the entire contract 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.

7.2.2 No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the Parties.

**7.3 Disbursements: -**

7.3.1 It is hereby agreed that the Purchaser shall pay the Stamp Duty, Capital Gains tax [CGT], transfer and registration fees and any other statutory.

7.3.2 It is hereby further agreed that the Purchaser shall pay cost in connection with preparation of valuation report for the Property.

**ARTICLE 8**

**8 GOVERNING LAW AND DISPUTE RESOLUTION :**

8 All matters arising from or in connection with this Agreement shall be governed by the laws of the United Republic of Tanzania.

8.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by Arbitration Act, 2020 by a single arbitrator, under the Rules of Tanzania International Arbitration Centre Limited and that in any event of disagreement on a single arbitrator, each party shall appoint an Arbitrator who shall both appoint an Umpire.

8.2 The Arbitration proceedings shall be conducted in Dar es Salaam City.

**ARTICLE 9**

**9 MISCELLANEOUS PROVISIONS**

9.1 Each of the Parties to this Agreement undertakes to take all steps necessary for its implementation and sign, from time to time all documents, contracts or writings and to do, or to see done, all which is

considered necessary to be done in order to fulfil the object of this Agreement and in order to give full effect to its provisions.

9.2 The Parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by the law.

9.3 This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and it replaces all other agreements, if any, in this regard.

9.4 The Agreement cannot be modified or amended except by a written document duly executed and authorized by each of the Parties,

9.5 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.

9.6 This Agreement shall be in English Language and in Four (4) originals each being authentic.

**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** in Dar es Salaam  
By the said **MWAJUMA HASSAN SHEMGOMBE**

Who is known to me personally/identified to me  
By..... the latter being  
Known to me in my presence this 30 day of  
APRIL, 2023

  
.....  
VENDOR

**Witnesses:**

Name:

Ephraim James Mera wa

Signature:

B

Qualification:

Commission of Oaths

Postal Address:

P. O. Box 66796, Dar es Salaam



**SEALED** with the **COMMON SEAL** of

**DAZHANHONGT CO. LIMITED**

in our presence this 30 day of April,  
2023.

**Witnesses:**

Name:

Gaudencia Onesmo Masjawi

Signature:

g.o.m

Qualification:

Managing Director

Postal Address:

P. O. Box 32975, Dar es Salaam

Name:

Azizi Abudi Kiswaga

Signature:

A. Kiswaga

Qualification:

Company Secretary/Director

Postal Address:

P. O. Box 32975, Dar es Salaam