

SALE AGREEMENT

BETWEEN

BARIADI TOWN COUNCIL

AND

M/S TRIWIN AGRICULTURAL RESOURCES (TANZANIA) LIMITED

IN RESPECT OF THE SALE OF SURVEYED LAND KNOWN AS PLOTS NO. 1-2, BLOCK 'A' KETANGA-ISANGA UNDER SURVEY PLAN NO. 93634; 7-8, BLOCK 'A' KETANGA-ISANGA UNDER SURVEY PLAN NO. 101730; 12 BLOCK 'A' KETANGA-ISANGA UNDER SURVEY PLAN NO. 110079 LOCATED IN BARIADI TOWNSHIP IN SIMIYU REGION

DRAWN JOINTLY BY:

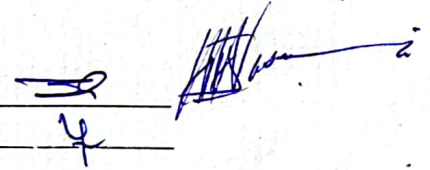
QnB Law,
1829/4—F01 Cube,
Yacht Club Rd, Msasani Peninsula,
P. O. Box 38174, Dar es Salaam
Mob: 255 755 836 732
Email: enquiries@qnblaw.com

Bariadi Town Council
P.o Box 526, BARIADI, SIMIYU.

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Seller's Initials _____

Buyer's Initials _____





SALE AGREEMENT

This SALE AGREEMENT is made this 07th day of September, 2023.

BETWEEN

Bariadi Town Council of P. O. Box 526, Bariadi – Simiyu (hereinafter referred to as the "SELLER" which expression shall where the context so admits its successors and assigns) of the first part;

AND

M/S M/S TRIWIN AGRICULTURAL RESOURCES (TANZANIA) LIMITED, a company registered under the Companies Act (Chapter 212) of the Laws of Tanzania with Company Registration Number 168183496, of P. O. Box 38174, Dar es Salaam (hereinafter referred to as the "PURCHASER" which expression shall where the context so admits its successors and assigns) of the other part.

WHEREAS:

- A. The Seller is the owner of all that piece of land measuring in total 16.33 hectares and comprised under Survey Plans No. 93634, 101730, and 110079 known as Plots No. 1-2, Block 'A' Ketanga-Isanga; 7-8, Block 'A' Ketanga-Isanga; 12 Block 'A' Ketanga-Isanga; respectively, located at Ketanga – Isanga area in Bariadi Township in Simiyu Region (hereinafter referred to as the "the Property").
- B. The Seller is desirous of selling the property to the Purchaser and the Purchaser is desirous of buying the property from the Seller for the terms, at the price and upon the conditions and provisions herein set forth.

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 Seller and the Purchaser leading to the transfer of a parcel of land measuring in total 16.33 hectares, situated on Plots No. 1-2, Block 'A' Ketanga-Isanga; 7-8, Block 'A' Ketanga-Isanga; 12 Block 'A' Ketanga-Isanga, comprised under Survey Plans No. 93634, 101730, and 110079, respectively in Bariadi Township in Simiyu Region.

"**The Land**" Means the land parcel described in this agreement as the "property", to wit, land comprised under the Survey Plans No. 93634, 101730, and 110079 known as Plots No. 1-2, Block 'A' ketanga-Isanga; 7-8, Block 'A'

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Ketanga-Isanga; 12 Block 'A' Ketanga-Isanga and includes all that is naturally growing on the land, rights, easements, belonging to or enjoyed with the land.

"Parties" Means the signatories to this Agreement.

"Purchase Price" Means the sum of Thirty Thousand United States Dollars (30,000 USD) payable in Tanzanian Shillings to the Seller by the Purchaser as consideration for the purchase of the property herein.

- 1.2 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.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE

- 2.1 The land to be sold to the Purchaser is that land known as PLOT NO. PLOTS NO. 1-2, BLOCK 'A' KETANGA-ISANGA; 7-8, BLOCK 'A' KETANGA-ISANGA; 12 BLOCK 'A' comprised under Survey Plans number 93634, 101730, and 110079, respectively, measuring in total 16.33 hectares, located in BARIADI TOWNSHIP, SIMIYU REGION.

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1. The Seller hereby sells, and the Buyer buys the Property described herein above free from any encumbrance for a consideration of Thirty Thousand United States Dollars (30,000 USD) payable in Tanzanian Shillings.
- 3.2 The foregoing Purchase Price shall be deposited in full within ten (10) working days after the execution of this Sale Agreement to the Seller's appointed bank account indicated in *Schedule 1* herein.

ARTICLE 4

4.0 THE SELLER'S COVENANTS

- 4.1 The SELLER hereby covenants to the Purchaser as follows:
- 4.1.1 That it has the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser the property herein sold.
- 4.1.2 That it 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 That the buyer purchases the property purposefully for construction of an industry some seller's inhabitants may be having some jobs to work at the factory depending on their academic qualifications.

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Buyer's Initials _____



4.1.4 In the event the sale and the eventual transfer envisaged in this Agreement shall fail for no fault of either the Seller or of the Purchaser, the positions of the parties here-in shall relapse to the status quo whereas, the amount already paid to the Seller (if any), shall be refunded to the Purchaser without any deduction whatsoever.

ARTICLE 5

5.0 THE SELLER WARRANTS THAT

5.1 The SELLER hereby warrants to the Purchaser as follows:

5.1.1 The SELLER has good marketable title to the Property and the land use is for industrial undertakings and can be used for all types of industrial activities and further understands that, this condition is material for land herein purchased.

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 Seller's knowledge likely to be received;

5.1.3 That the land is not affected by or subject to any notice or scheme of acquisition, requisition or expropriation of or by the government authority or department.

5.1.4 That the land 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.

5.1.5 That all beacons and markers to identify the land are in place, and in the event any beacons or markers are found to be missing, to re-establish or replace them immediately at his own costs and to the satisfaction of the Purchaser and the Land Officer.

5.1.6 All information given by or on behalf of the Seller 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 Seller is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.

5.1.7 That he 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 purchased land.

5.1.8 The Seller, is to the best knowledge, not aware of any encroachment by the Property' onto any neighbouring property.

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Buyer's Initials _____





- 5.1.9 The Seller is not aware of any intended expropriation of the property or any portion of it.
- 5.1.10 All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties and or their lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against any of the parties hereto for a broker's commission, finder's fee or other like payments to any person or entity.

ARTICLE 6

6.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 6.1 The Purchaser represents and warrants as follows to the Seller and acknowledges that the SELLER 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 That it has conducted its own due diligent investigation in respect of the Seller's property purchased in this Agreement and is satisfied of the Seller's title in respect of the property provided that this provision does not in any way qualify or mitigate the Seller's duties and obligations of disclosure to the purchaser in respect of the property.

ARTICLE 7

7.0 THE SELLER'S AND PURCHASER'S COVENANTS

- 7.1 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 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:
The Parties hereby acknowledge and agree to pay all such amounts as may be assessed by the Government Authorities as being government fees and / or taxation payable in relation to this transaction.
- 7.3.1 It is hereby agreed that the Purchaser shall pay the Allocation and Consent Fees.
- 7.3.2 Unpaid Property Tax & Land Rent (if any), or any other due costs shall be solely borne by the Seller.
- 7.3.3 Each party shall be responsible for their Attorney's Fees.

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Buyer's Initials _____



ARTICLE 8

8.0 NOTICE

8.1 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties' addresses;

For the Seller: Director,
Bariadi Town Council,
P. O. Box 526,
Bariadi, Simiyu.
Tel No.: +255282700554
Email: info@bariaditc.go.tz

For the Purchaser: Chairman,
Triwin Agricultural Resources (Tanzania) Limited
P. O. Box 38174,
Tel No.: +1 788 9888192
Email: eric.zhu@bjhanfeng.com.cn

ARTICLE 9

9.0 DISPUTE SETTLEMENT

9.1 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 Court of competent jurisdiction and the Laws of the United Republic of Tanzania shall apply.

ARTICLE 10

10.0 INDEMNIFICATION

10.1 The Seller must keep the Purchaser fully indemnified against all losses arising directly or indirectly out of any act or omission or negligence of the Seller or any person expressly or impliedly with its authority and its control or any breach or non-observance by the Seller of the covenants, conditions or other provisions of this Agreement or any of the matters to which this Agreement is subject.

ARTICLE 11

11.0 MISCELLANEOUS PROVISIONS

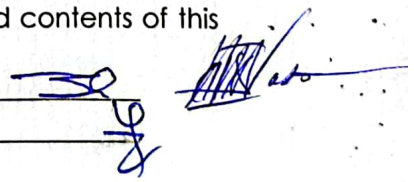
11.1 Each of the parties to this Agreement undertakes to take all steps necessary for its implementation and sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfil the object of this Agreement and in order to give full effect to its provisions.

11.2 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

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Seller's Initials _____

Buyer's Initials _____



Agreement, except by mutual consent in writing or to the extent required by the law.

- 11.3 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.
- 11.4 This Agreement cannot be modified or amended except by a written document duly executed and authorized by each of the parties.
- 11.5 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.
- 11.6 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.
- 11.7 This Agreement is made and entered into in the English Language; and is in Five (5) originals, each being authentic.

IN WITNESS WHEREOF

The parties hereto have duly executed these presents by their hands and/or hands of their duly authorized representatives on the day, month and year first above written and hereinafter appearing.

[FOR THE SELLER]

SEALED with the **OFFICIAL SEAL** of

BARIADI TOWN COUNCIL and

DELIVERED in the presence of us this 07th
day of September, 2023



FULL NAME : ADRIAN JOVIN JUNGU
SIGNATURE : _____
DESIGNATION : Town Director, Bariadi Town Council

FULL NAME : ELIAS DAVID MASANJA
SIGNATURE : _____
DESIGNATION : Council Chairman, Bariadi Town Council

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Buyer's Initials _____



Witnessed by:

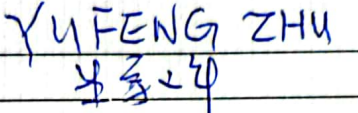
FULL NAME : MAGANIKO BARNABAS MSABI
SIGNATURE : 
DESIGNATION : Council Legal Officer, Bariadi Town Council



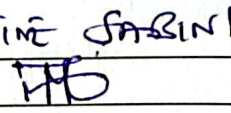
[FOR THE BUYER]

SEALED with the COMMON SEAL of
TRIWIN AGRICULTURAL RESOURCES
(TANZANIA) LIMITED and
DELIVERED in the presence of us this 07th
day of September, 2023

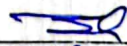


FULL NAME : YUFENG ZHU
SIGNATURE : 
DESIGNATION : Director

Witnessed by:

FULL NAME : MARTINE SABINI
SIGNATURE : 
QUALIFICATION : Notary Public



Seller's Initials 

Buyer's Initials 

