

# SALE AGREEMENT

In relation to a Plot No. P 24804 containing 25119 Square Meters  
located at Lingato Street, Kisarawe II Ward, Kigamboni District.  
Dar es Salaam

BETWEEN

WATERCOM (T) LIMITED

AND

HITE ESTATE LIMITED

This Sale Agreement is made this 20<sup>th</sup> day of September 2023

**BETWEEN**

**WATERCOM (T) LIMITED** a Limited Liability company registered in Tanzania whose address is P.O. Box 20831, Dar es Salaam (herein referred to as 'the Seller') of the one part.

**AND**

**HITE ESTATE LIMITED**, a limited liability company registered In Tanzania whose address is P.O. Box ....., Dar as Salaam (herein referred to as 'the Purchaser') of the other part.

(together hereinafter referred to as "the Parties

**WHEREAS:**

- i. **WATERCOM (T) LIMITED** is the owner of the Plot containing **25119 Square Meters, (Plot No. P 24804)** located at Lingato Street, Kisarawe "Ward, Kigamboni District, Dar es Salaam ('the Plot') now also described as industrial Plot P 24804.
- ii. The Seller is desirous of selling the said Plot and the Purchaser is desirous of purchasing the same.

**IT IS HEREBY AGREED AND DECLARED** as follows:

1. Upon and subject to the terms and conditions of this Agreement, the Seller as legal and beneficial owner hereby sells. to the Purchaser on as is and where is basis and the Purchaser purchases and acquires the Plot in its present condition for the price set

## 11.2 Warranties by the Purchaser

- i. The purchaser shall pass a resolution of board of Directors authorizing purchase of the said Plot from seller
12. The Seller shall ensure that any outstanding land rent, tax or any statutory fees are paid before the date of this agreement.
13. This Agreement constitutes the entire contract between the parties with regard to the matters deal with in this Agreement and no representation, term or warranties not contained in this Agreement shaft be binding on the parties.
14. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless in writing and signed by or on behalf of both the parties.
15. Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by prepaid post to either party through the addresses of the parties at the beginning of this Agreement.
16. If any one or more provisions contained in this Agreement become invalid, illegal or unenforceable, the other provisions herein contained shall remain in full force and effect and the parties shall substitute and negotiate in good faith, if necessary, new provisions under reasonable terms and conditions and in compliance with the Intentions of the parties as contained in this Agreement.
17. This Agreement shall be governed by the laws of the United Republic of Tanzania.

(ii) The seller is vested with the responsibility to procure the establishment of the right of occupancy, in the name of Purchaser with special industrial land use Group N, and other friendly land uses groups(s) and classes.

9. The Seller will use all reasonable endeavors after the date of this Agreement to assist the Purchaser to obtain relevant consents from the local office within the areas the Plot is located, the Commissioner for Lands and any other consent for transfer and issuance of the title deed and subsequently derivative title of the Plot to the Purchaser

10. Sellers Bank Details for payment are as follows:

Account Name: Watercom (T) Ltd

Account No.: 0150390569502

Bank: CRDB Bank

## **11. Warranties**

### **11.1 Warranties by the Seller**

- i. The Seller is the beneficial owner of the Plot without any third party rights, claims, and actions. Demands, charge, or encumbrance on the Plot.
- ii. That the Seller has obtained all the relevant consents from all the persons who have an interest in the Plot and the said persons have authorized the Seller to execute this Sale Agreement.
- iii. That the Seller warrants that there is no case or litigation matter in relation to the entire Plot or Plot.
- iv. The Seller is not in default any condition of ownership and has not received any notice from any regulatory or Government body or authority of any default or breach of the conditions of ownership.
- v. The Seller shall not contract with any other person to sell the Plot.

2. The total sale price for the purchase of the Plot is TZS 816,367,500 (Tanzanian Shillings Eight Hundred Sixteen Million, Three Hundred Sixty Seven Thousand, Five Hundred) with 50% payable upon the signing of this sale agreement.
3. Seller will be under an obligation to handover access of the Plot to the purchaser after payment of for the above sale price.
4. The Purchaser shall pay the payable amounts to the Seller's account as notified by the Seller.
5. Immediately upon signing of this Agreement the Seller shall surrender to the Purchaser all the original ownership related documents and board resolutions by the Seller approving sale of the Plot to the Purchaser.
6. The Seller shall give vacant possession of the Plot (Industrial Plot) immediately upon signing of this Agreement.
7. (i) That Local village fees (as applicable) shall be paid by Seller. The Government fees relating to the eventual registration of ownership of the Plot to the name of the Purchaser shall be paid by the Purchaser.  
  
(ii) In consideration of being granted consent to Transfer Traditional ownership of the Plot from the Seller to the Purchaser, the Seller shall carry out a development project and make a passable road construction, with 8 meters width of motorable section, to the plot for heavy trucks to Purchaser's site.
8. (i) Consent to the transfer of traditional ownership of the Plot I. obtained from Serikali ya Mtaa Lingato. If that consent is withheld by Serikali ya Mtaa, Parties shall revert to their original positions and all monies paid will be refunded.

FOR THE PURCHASER:

SEALED with the COMMON SEAL of  
HITE ESTATE LIMITED  
And DELIVERED at Dar es Salaam  
In our presence this 20<sup>th</sup> day of  
SEPTEMBER 2023

SEAL



Name: Huang Yinghui

Signature: [Handwritten Signature]

Address: .....

Qualification: MANAGER

Name: JULIUS Koyi

Signature: [Handwritten Signature]

Address: .....

Qualification: .....

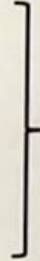
IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto as of the day and year first hereinbefore written.

FOR THE SELLER:

SEALED with the COMMON SEAL of  
WATERCOM (T) LIMITED

And DELIVERED at Dar es Salaam

In our presence this <sup>20<sup>th</sup></sup> day of  
September 2023



Name: SAIDI EDHA .....

Signature: Sai .....

Address: P.O BOX 20831, DSM .....

Qualification: DIRECTOR .....

Name: KHALIF MUNIF ABDALLAH .....

Signature: KM .....

Address: P.O BOX 20831, DAR ES SALAAM .....

Qualification: DIRECTOR .....

HALMASHAURI YA MANISPAA YA KIGAMBONI

OFISI YA SERIKALI YA MTAU

MTAA WA LINGATO

KATA YA KUSARAWE II,

SCP. 36009.

DAR-ES-SALAAM.

26-09-2023,

MURUGENZI,  
MANISPAA YA KIGAMBONI,  
SCP. 36009,  
DAR ESSALAAM.

YAH. UTHIBITISHO WA UMILIKI WA SHAMBA.

Sisi viongozi wa Serikali ya mtaa wa lingato, kata ya kisarawe II, tunathibitisha kuwa kampuni ya watercom (T) limited ni wamiliki halali wa shamba na shamba hiki halina mgogoro wowote wa mipaka na jirani zake.

Mipaka ya shamba hiki ni kama ifuatavyo: kwa upande wa kaskazini limepakana na eneo la kiwanda cha watercom (T) limited, upande wa kusini limepakana na eneo la kiwanda cha watercom (T) limited, upande wa mashariki limepakana na eneo la kiwanda cha watercom (T) limited na upande wa magharibi limepakana na barabara.

Kwa uthibitisho huu Serikali ya mtaa wa lingato haina kipingamizi chochote dhidi ya mamiliki wa eneo hiki.

JINA LA MWEENYEKI

COSMAS K. SOMBI

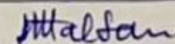
SANI. 

MUTURI.

MWEENYEKI WA MTAU  
LINGATO

JINA LA MENDAJI

HARUNA R. HAFANI

SANI. 

MUTURI. AFISA MTENDAJI WA MTAU  
LINGATO