

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 17..... day of 03..... 2023

BETWEEN

JUMA ATHUMAN ABEID of Post Office Box Number 69 Mkuranga District - Coast Region with NIDA No. 1966030461518000028, Mobile; 0715 216 621, (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

HUADA LIMITED a Limited liability entity duly incorporated in Tanzania and whose registered office for the purposes hereof of Post Office Box Number 161, Mobile No. 0676 641 666 (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is as the legal owner of unsurveyed 8 Acres of land Located at KIGUZA-HOYOYO Road at MKURANGA District in COAST Region, and being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

Property means 8 unsurveyed Acres of land located at KIGUZA HOYOYO ROAD, MKURANGA District in Coast Region together with the unexhausted improvements. The 8 acres border

- ❖ ABDALLAH SIMBA on the North
- ❖ DAUDI MULULI on South
- ❖ BAKARI HASSAN on East and;
- ❖ Street Road on Western side.



Purchase Price means the total consideration for the purchase of the property, which is **Tanzanian Shillings Eight millions shillings only (TZSHS 80,000,000/=)**, herein agreed to be paid to the Vendor by the Purchaser

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.
3. The purchase price for the Properties is **Tanzanian Shillings Eight Millions shillings only (TZSHS 80,000,000/=)**, (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-

(a) That the Purchase Price of **Tanzanian Shillings Eight Millions shillings only (TZSHS 80,000,000/=)** shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated **Bank Account Number 22810031224** which is in the name of JUMA ATHUMANI ABEID at MKURANGA NMB BANK PLC, on 17/03/2023 up on signing of this agreement and the prove of payment will be the Bank Pay-in Slip or bank transaction from purchaser to the vendor.

4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever. And his wife has consented to this sale agreement.
5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will immediately refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.

6. VACANT POSSESSION

The vendor has expressly represented that he shall handle the piece of land to the purchaser, immediately upon signing this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.

7. COVENANTS

a. General Covenants

- i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.

Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the property by the

Vendor prior to the sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a Party and Party basis) which it may incur as a result of such acts or omissions.

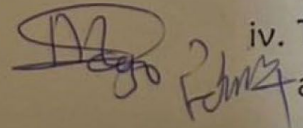
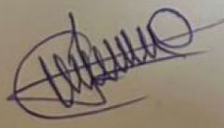
- iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.

b. Covenants by the Vendor

- i. He is the lawful owner of the estate and he has been all the powers and mandate to carry on business as presently conducted.
- ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement.
- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided;
- iv. All information that has been made available to the Purchases or its representatives by the Vendor or any of its representatives by the Vendor or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement;
- iii. The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulations or any official or judicial order governing the Purchaser or to which the Purchaser is subject; or with the constitutional documents of the Purchaser;
- iv. The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser, or



require any consent under any agreement or other instrument to which the Purchaser is a Party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. The transactions provided for in any other material contracts to which the Purchaser is a Party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

8. COSTS

The purchaser shall pay professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

The purchaser shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

All disputes between the Parties arising out of this Agreement shall be referred to courts of the United Republic of Tanzania.

11. Governing law and jurisdiction

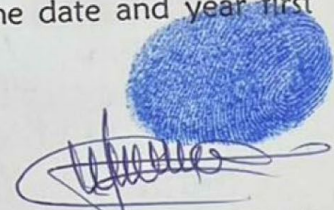
a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the construed in accordance with the laws of the United Republic of Tanzania.

WHEREFORE the parties have executed this agreement through the hand of the duly authority officers in the matter as hereunder and on the date and year first above written.

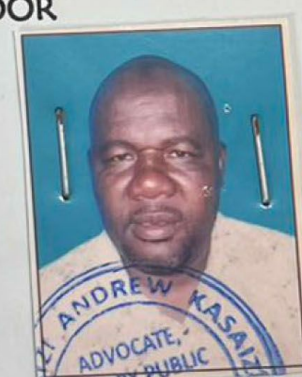
THE VENDOR

SIGNED and DELIVERED by
JUMA ATHUMAN ABEID

who is known to me personally/ identified by
QINPING ZHUANG
the latter being known to me personally
this 17th day of DB, 2023




VENDOR



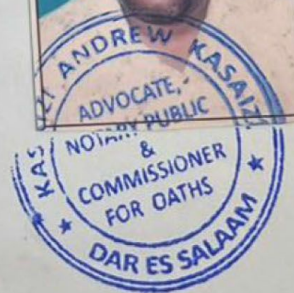
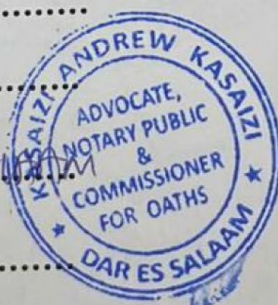
Before me:

Name: KAJAZI A. KAJAZI

Signature: 

Address: Box 40814 Dar Es Salaam

Qualifications: ADVOCATE




THE PURCHASER

Sealed with the Common Seal of
HUADA LIMITED

Who is identified to me by QINPING ZHUANG
in my presence
this 17th day of 03, 2023

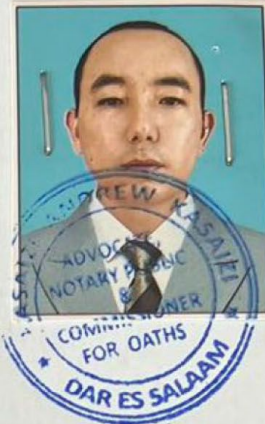


Name: QINPING ZHUANG

Signature: [Handwritten Signature] 

Address: Box 161 MUKURANGA

Qualifications: DIRECTOR



Before me:

Name: KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: Box 40814 Dar es Salaam

Qualifications: ADVOCATE



Name: MWALI SONGORO MSONDO

Signature: [Handwritten Signature] 

Address: Box 69 MUKURANGA

Qualifications: VENDOR'WIFE.

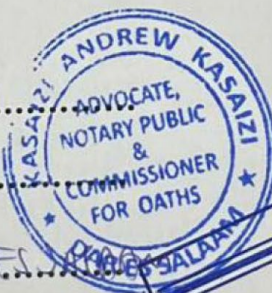


Before me:

Name: KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: Box 40814 Dar es Salaam



(This agreement is prepared by both parties to the contract).

Stamp Duty Receipt Form with handwritten details: Stamp Duty collected 12/03/2023, Receipt No. [Handwritten], Dated 12/03/2023, For Regional Manager - Coast.



JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA WILAYA YA MKURANGA



Kumb. Na.MDC/A.70/73/VOL.VI/145

24/10/2024

Mkurugenzi Mtendaji,
Kituo cha Uwekezaji Tanzania (TIC),
Kiwanja Na.9A & B,
Mtaa wa Shaaban Robert,
S.L.P 938,
DAR ES SALAAM.

**YAH: UTAMBULISHO WA HUADA LIMITED,MWEKEZAJI WA VIWANDA
KATIKA WILAYA YA MKURANGA.**

Rejea mada tajwa ya barua hapo juu.

Ofisi ya Mkurugenzi Mtendaji (W) imepokea maombi kutoka kwa kampuni ya **HUADA LIMITED**,kupitia barua yao ya tarehe 24/10/2024 ikiomba kutambulishwa katika Taasisi yako. **HUADA LIMITED** ni kampuni ya kigeni,ambayo imesajiliwa hapa nchini na Wakala wa usajili wa biashara na leseni(Brela), kwa hati ya usajili (Certificate of Incorporation of a Company), Na. 164489698 ya tarehe 21 Machi,2023.

Kwa barua hii tunathibitisha kwako,kwamba kampuni hii ina dhamira ya dhati katika kufanya uwekezaji wa Viwanda katika Wilaya ya Mkuranga. Katika kuthibitisha hilo Kampuni hii tayari imenunua ardhi yenye ukubwa wa mita za mraba 30,572 ,kwa ajili ya uwekezaji wa viwanda.

Ardhi hii imepangwa na kwa kuandaliwa Mchoro wa Mipangomiji,uliosajiliwa kwa TP Na. 19/MK/240/062023, na kupimwa kupitia Ramani ya Upimaji iliyosajiliwa tarehe 24/08/2023 kwa Na. 183274 (Registered Plan Na. 183274).

HUADA LIMITED wameomba kibali cha ujenzi wa uzio (Fence) na Majengo ya kiwanda,ambapo wamepatiwa kibali cha Ujenzi (Building permit) Na.0271 kilichotolewa mnamo tarehe 16,Mei,2023. Wawekezaji hawa wameshaanza ujenzi,ambapo hadi sasa wameshajenga Uzio (Fence),Jengo la Wafanyakazi na Kibanda cha Mlinzi.

Aidha,napenda kukuthibitishia kwamba,tangu kuingia kwake hapa Wilayani Mkuranga **HUADA LIMITED** wamelipa kodi na ada zote inavyostahili,na kwamba wanatoa ushirikiano mzuri kwa serikali na jamii ya wananchi wa Mkuranga kwa ujumla.

Pamoja na barua hii tumeambatanisha nyaraka zifuatazo;

- i. Kivuli cha Memorandum and Articles of Association ya **HUADA LIMITED**.
- ii. Kivuli cha hati ya usajili wa Kampuni(Certificate of Incorporation of a company).

Director Office, Mkuranga, S.L.P 10, Mkuranga District Council, Phone: 023-2110038, Faxi: 023-2110038.
Email: ded@mkurangadc.go.tz, Tovuti: www.mkurangadc.go.tz

- iii. Kivuli cha Mkataba wa ununuzi wa Ardhi.
- iv. Kivuli cha Muhtasari wa kikao cha Halmashauri ya Kijiji cha Mkuranga.
- v. Kivuli cha Ramani ya Mipango miji.
- vi. Kivuli cha Ramani ya upimaji (Registered Plan No.183274).
- vii. Kibali cha Ujenzi (Building Permit No. 0271).

Nakutakia kazi njema.


.....
Wilbert J. Mduma
Kny; Mkurugenzi Mtendaji (W)
MKURANGA



Nakala: Mkurugenzi Mtendaji (W) - Kwa taarifa
S.L.P 10
MKURANGA.

Mkurugenzi Mtendaji - taarifa
HUADA LIMITED
S.L.P 161
MKURANGA.