

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 piece 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 pierce 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.

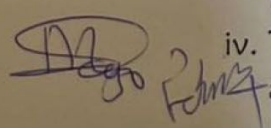
iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.

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.

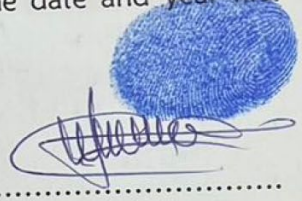
THE VENDOR

SIGNED and DELIVERED by
JUMA ATHUMAN ABEID

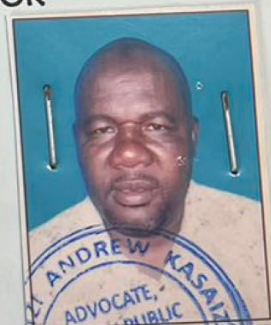
who is known to me personally/ identified by

..... Q.I.N.P.I.N.G. ZHUANG

the latter being known to me personally
this 17th day of 03 2023




VENDOR



Before me:

Name: KASAZI A. KASAZI

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

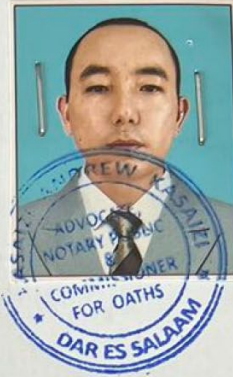


Name: QINPING ZHUANG

Signature: [Handwritten Signature] 


Address: Box 161 MKURANGA

Qualifications: DIRECTOR



Before me:

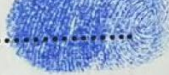
Name: KASAZI A. KASAZI

Signature: [Handwritten Signature] 

Address: Box 40814 Dar es Salaam

Qualifications: ADVOCATE

Name: MWANI SANGORO MSONDO

Signature: [Handwritten Signature] 

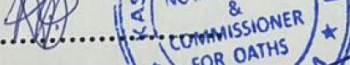
Address: Box 69 MKURANGA

Qualifications: VENDOR'WIFE.

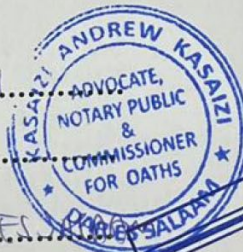


Before me:

Name: KASAZI A. KASAZI

Signature: [Handwritten Signature] 

Address: Box 40814 Dar es Salaam



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

Shs. 200,000/- collected 12/05/2023
Stamp Duty 200,000/-
Receipt No. [Handwritten]
Dated 12/05/2023
For Regional Manager - Coast

HALMASHAURI YA SERIKALI KIJIKI MKURANGA

OFISI YA AFISA MTENDAJI
KIJIKI CHA MKURANGA
S. L. P 183
MKURANGA
23/03/2023

SERIKALI YA KIJIKI
KIJIKI CHA SHAMBA MKURANGA
VILAYA YA MBE UNYAMA

MKURUGENZI MTENDAJI (W),
IDARA YA ARDHI,
S. L. P 10,
MKURANGA.

**YAH: KUWASILISHA MUHTASARI WA KIKAO CHA DHARULA
KILICHO FANYIKA OFISI YA KIJIKI**

Husika na somo tajwa hapo juu.

Kuwa naomba kuwasilisha muhtasari uliojadiri maombi QINPING ZHUANG –
HUADA LIMITED,

Juu ya kumthibitisha eneo lake la Shamba lililopo kitongoji cha Bigwa Mkuranga,
analo omba hati miliki kwa ajili ya ujenzi wa kiwanda.

Pamoja na barua hii naambatanisha na muhtasari wa kikao.

Ahsante



**J. S. DIFFA
A/MTENDA KIJIKI**



HALMASHAURI YA SERIKALI YA KIJJI CHA MKURANGA
 KIKAO CHA DHARULA CHA MWEZI.....
 KILICHOFANYIKA TAREHE.....

Mwezi
 23/03/2023

NO	JINA LA MJUMBE	CHEO	NAMBA YA SIMU	SAINI
1	DUNIA SAID MABUYU	M/KJI	0715-127178	[Signature]
2	SUNDAY ALLY PANGO	MTUMBE	0718139383	[Signature]
3	MWATABU S. SHABANI	- u -	0754513534	[Signature]
4	HALIMA A. SHINJAMBALA	- // -	0715207818	[Signature]
5	AGRIPA C. MWANUKA	- // -	0675828725	[Signature]
6	MOHAMMED A. MAHMUBWA	- // -	0763460147	[Signature]
7	MARIAMU A. PILIMO	- // -	0789699117	[Signature]
8	MOTAMED S. MWANAWI	- // -	0659232737	[Signature]
9	SIMBA X. SIMBA	- // -	0859-164839	[Signature]
10	AHTUMANI A. ZOMBE	- // -	0784-130034	[Signature]
11	ABDALLAH O CHOBO	- // -	0715975629	[Signature]
12	KEZIA M. CHARLESY	- // -	0785-456215	[Signature]
13	AMINA S. MSHINDO	- // -	0717-153596	i.S
14	KINBO'S H. MIMARY	- // -	0657436774	[Signature]
15	MBARAKA SIMBA	- // -	0719864745	[Signature]
16	SEIF R. MUHINDA	- // -	0783 681847	[Signature]
17	ZAWADI S. MWANUKU	- // -	0713 998861	[Signature]
18	RAMADHAN MCHONDE	- // -	0682317969	[Signature]
19	JUMA S. DICTA	VED	0783 729009	[Signature]
20	ALLY U. MPONGWE	- // -	0652 454489	[Signature]
21	ISSA MWANATA	- // -	0713 192831	[Signature]
22	OMARI M. KOSIBU	- // -	0784246501	[Signature]
23	RAMADHAN T. MCHONDE	- // -	0783 714632	[Signature]
24	<u>KIJUMBE KIZIOTTUHUZIS</u>			
25	ALLY MUMBA	- // -	0787261361	[Signature]
26	HABIBU MWPILE	- // -		[Signature]
27	ABU MWANZO	- // -		[Signature]
28	SABIRUS KIROLO	- // -		[Signature]

SERIKALI YA KIJJI CHA MKURANGA
 KIKAO CHA DHARULA CHA MWEZI
 KILICHOFANYIKA TAREHE



HALMASHAURI YA SERIKALI YA KIJIKI CHA MKURANGA
MUHTASARI WA KIKAO CHA HALMASHAURI YA KIJIKI
KILICHOANYIKA OFISI YA KIJIKI LEO 23/03/2023

AGENDA ZA KIKAO

1. Kufungua kikao
2. Kujadili na kuthibitisha eneo la ndugu **QINPING ZHUANG – HUADA LIMITED P. O. BOX 161 MKURANGA**
3. Kufunga Kikao

AGENDA NO: 1 KUFUNGUA KIKAO

Kikao cha halmashauri ya kijiji kilifunguliwa na mwenyekiti wa kijiji ndugu **DUNIA S. MABUYU**, alifungua saa 4:20 Asubuhi kwa kuwashukuru wajumbe kwa maudhurio mazuri alitamka kikao amefungua.

AGENDA NO: 2 KUJADILI NA KUTHIBITISHA ENEO LA NDUGU QINPING ZHUANG – HUADA LIMITED P. O. BOX 161 MKURANGA

Katibu wa kikao alisoma barua ya maombi ya ndugu **NDUGU QINPING ZHUANG – HUADA LIMITED** Ambayo anaomba kuthibitishwa eneo lake la Shamba lililopo kitongoji cha Bigwa, Ukubwa wa eneo makisio ni hekari nane (8).

MIPAKA YA ENEO

1. Kaskazini – Abdallah Simba
2. Kusini – Daudi Mululi
3. Mashariki – Bakari Hassani
4. Magharibi – Barabara Mtaa

Lengo la kuomba hati miliki ni kwaajili ya ujenzi wa Kiwanda. Hivyo wajumbe tutajadiri na nyaraka zote zipo hapa zinazothibitisha kuwa shamba ilo ni mali ya Kampuni **QINPING ZHUANG – HUADA LIMITED**

Wajumbe walipokea na kuanza kujadili kwa kina na kulidhika kwa pamoja kuwa eneo hilo ni mali ya **NDUGU QINPING ZHUANG – HUADA LIMITED P. O. BOX 161 MKURANGA**, Kikao kimeridhia apatiwe hati miliki kwa ajili ya ujenzi wa kiwanda.

AGENDA NO. 3 KUFUNGA KIKAO

Kikao cha serikali kilifungwa na mwenyekiti wa kijiji majira ya saa 5:52 Asubuhi kwa kuwashukuru wajumbe kwa michango yao mizuri na alifunga kikao.

Imethibitishwa

DUNIA S. MABUYU
MW/KITI KIJIKI

JUMA S. DIFFA
KATIBU KIJIKI

