

AGREEMENT FOR A DISPOSITION FOR A RIGHT OF OCCUPANCY

MADE BETWEEN

ELINA MATHIAS MANUMBU

AND

HONG YU STEELS (T) COMPANY LIMITED

**IN RESPECT OF THE PROPERTY FOR PLOT NO. 639, 640, 641, 642, 643, AND 644, BLOCK
NO. 'A' LOCATED AT ZEGERENI INDUSTRIAL AREA – KIBAHA TOWNSHIP**

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, CAP 113
(R.E 2019)
CONTRACT FOR A DISPOSITION FOR A RIGHT OF OCCUPANCY
{Under Section 64}

THIS AGREEMENT is made on the16..... Day ofSep.....2024

BETWEEN

ELINA MATHIAS MANUMBU, a Natural Person, whose address for the purpose of this agreement shall be P.O. Box 10706 Dar es salaam (Hereinafter called the "Vendor" which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of the other part,

AND

HONG YU STEELS (T) COMPANY LIMITED, a limited liability Company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this Agreement shall be P.O BOX 30073 KIBAHA (Hereinafter referred to as "Purchaser" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser, her successors and assigns) of the one part.

The Vendor and the Purchaser shall, where the context so warrants be collectively referred to as "Parties", and individually as "Party".

WHEREAS

- i. The Vendor is the legal owner of land that are located PLOT NO. 639, 640, 641, 642, 643, AND 644, BLOCK NO. 'A' LOCATED AT ZEGERENI INDUSTRIAL AREA – KIBAHA TOWNSHIP. With all the exhausted or unexhausted or unexhausted improvements, developments, and appurtenances (hereinafter referred as "The Property").

- ii. The Vendor is desirous of selling the said property and the Purchaser is desirous of purchasing the property free from any encumbrances, liens, charges, or mortgages whatsoever and upon such terms and conditions as are hereinafter set forth.
- iii. The Vendor is willing, has the capacity and ready to sell the property to the purchaser in accordance with the terms and conditions set forth herein.
- iv. The Purchaser has accepted the OFFER from the Vendor and has satisfied all Terms and conditions of the offer at the Vendor's verification.

The Parties have mutually negotiated and agreed on the terms of sale as well as the transfer of the property and have agreed to have the property transferred per the conditions as stated herein.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The sale:

1.1 That the Vendor hereby sells to the purchaser and the purchaser hereby buys from the Vendor the property subject to the fulfilment of the covenants herein contained and subject to the terms and conditions under which the said property was held by the vendor before this agreement.

1.2 That the Vendor hereby agrees to sell PLOT NO. 639, 640, 641, 642, 643, AND 644, BLOCK NO. 'A' LOCATED AT ZEGERENI INDUSTRIAL AREA – KIBAHA TOWNSHIP and the purchaser agrees to buy the Vendor's property as with the boundaries and compass direction according to the actual size that we measured. The Location of the said land is at Zegereni Industrial Area, Kibaha Municipal, Coast Region.

2.0 The Consideration:

- 2.1 That in consideration, the total purchase price is **One Hundred Twenty-Five Million, Eight Hundred Thousand Only (TZS 125,800,000/=)** inclusive of relevant taxes.
- 2.2 The Purchaser is hereby purchasing the property from the Vendor subject to the covenants herein contained and free from all encumbrances, taxes, liens, charges or mortgages whatsoever.
- 2.3 The Purchaser shall pay the purchase price stipulated herein above to the Vendor in accordance with the provisions stipulated in Clause 3 herein.

3.0 Mode of Payment of the Purchase Price

- 3.1 That the payment as mentioned under clause 2.1 above Shall be paid in the following manner:-
 - a) Upon the signing of this sale agreement, the Purchaser shall pay and transfer the fifty percent (50%) of the purchase price to the Vendor's account as it will be provided.
 - b. Upon the name changing from the vendor to the purchaser by the registrar of titles and registered under TIC (Tanzania Investment Center) then the other fifty percent (50%) shall be paid to the Vendor.
 - c. The payment shall be made on the following bank details as provided by the Vendor,

Bank Name: CRDB Bank

Account name: ELINA MATHIAS MANUMBU

Account Number: 0152688812900

Currency: TZS

4.0 TERMS OF PURCHASE

- 4.1 Upon signing of this Agreement, the parties undertake to co-operate in the process of registering the property in the name of the purchaser including signing and submitting all relevant documents that will be required to complete the process and have the property under the name of the purchaser in accordance with the Land Act and the Land Registration Act of the laws of United Republic of Tanzania. For

avoidance of doubt, the Vendor shall ensure to co-operate with the purchaser when needed to ensure full registration of the property to the respective authorities being the Town Authorities, and the Ministry of Lands, Housing and Human Settlements Development to always enable the transfer to the Purchaser when needed.

- 4.2 The Vendor shall ensure that all encumbrances are removed from the property before commencement of the transfer process.
- 4.3 The Vendor shall reserve the right to be indemnified by the Purchaser for any delays of the completion of clause 4.1 herein.
- 4.4 The Vendor shall immediately upon signing of this agreement hand over certified copies of the original documents and any other relevant documents for the above-mentioned property as well as all related documents to the purchaser and/or respective authorities for purposes of commencing with the transfer/change of ownership of the property to the Purchaser.
- 4.5 The Vendor shall provide Vacant possession and handover the Property to the Purchaser immediately after the fifty percent (50%) payment is made to the Vendor's account.
- 4.6 The performance of his Agreement by the Purchaser shall be subjected to the Vendor supplying all the documents required for the transfer process and confirmation by the Purchaser as follows:
 - a) the Spouse Consent authorizing the disposition of the Property at the Purchase Price set out in clause 3.1 of this Agreement and consent shall be signed by the spouse.
 - b) The Vendor shall pay the Capital Gain Tax and provide Tax Clearance certificate or any other document from the relevant authority indicating that there is no outstanding Property Tax.
 - c) a land rent clearance certificate or any other document from the relevant authority indicating that there is no outstanding Land Rent.
 - d) passport copies of the Vendor and the copy of NIDA ID of the Vendor.

- e) The Vendor shall conduct a Valuation and provide the Valuation Report for the Property to the Purchaser.

4.7 For the purposes of enabling the transfer and registration of the Property in the name of the Purchaser, the Purchaser shall provide the following documents to the Vendor:

- a) the Purchaser's Certificate of Incorporation;
- b) the Purchaser's Tax identification Number certificates;
- c) the Purchaser's Memorandum and Articles of Association.
- d) Copies of Passports or national identification cards of the shareholders; and
- e) Copies of passports or national identification cards of the directors.

4.8 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for the transfer from the commissioner of Lands (the Commissioner), in the event the Parties fail to obtain the approval of the commissioner, the entire transaction shall be cancelled, and the vendor shall be entitled to a refund payment within Fourteen (14) working days after issuing the cancellation notice to the purchaser. The refund shall not attract any deductions from the Vendor and all the monies paid shall be refunded in full and within the timeframe provided. If the registrar of Titles does not register the land in the name of the purchaser the agreement will be cancelled at any time by parties then both parties shall be returned in their initial position and all monies refunded accordingly within Fourteen (14) working days.

4.10 The property is sold and agreed to be transferred subject to the terms and conditions contained in the certificate of Title.

5.0 VACANT POSSESSION AND HANDOVER OF DOCUMENTS OF TITLE PENDING COMPLETION OF PAYMENT OF PURCHASE PRICE

5.1 Upon the payment of the Purchase Price, as hereinabove stipulated, the Vendor undertakes to co-operate in the process of the transfer of the Property and the

registration of the same in the name of the Purchaser including the signing and execution of the Transfer Deed and any other document required to be signed and executed by the Parties per the laws of Tanzania.

- 5.2 The Vendor shall immediately upon signing this Agreement collaborate with the purchaser to submit the original documents showing ownership for the Property as well as all related documents to the responsible authorities for purposes of commencing the transfer of the property to the Purchaser.
- 5.3 The Vendor warrants that the encumbrances to the Property shall be removed before the commencement of the transfer process.
- 5.4 The parties mutually agree that Vacant possession and the handover of the Certificate of Title shall be done per the terms of clause 5.2 hereinabove.

6.0 APPROVAL OF THE COMMISSIONER FOR LANDS

- 6.1 The transfer of the Right of Occupancy envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the commissioner's approval for the disposition of land and consent being obtained.
- 6.2 The Purchaser shall execute landforms no. 29,30 and 35 seeking the commissioner's approval for the disposition of land, and the parties herein shall process and use all reasonable endeavors to obtain the said approval.
- 6.3 The Purchaser shall jointly work with the Vendor's representatives during the process of transfer of the Property up to the stage of registration of the transfer of certificate of Title in the name of the purchaser by the Registrar of Title.

7.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- 7.1 If the commissioner's approval and/or consent for the transfer of the land is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.
- 7.2 In case of termination of this Agreement under the terms of this clause, neither the

Vendor nor the Purchaser is to be treated as in breach of this agreement.

- 7.3 As a consequence of the Commissioner's refusal to give consent, the Vendor shall, within fourteen (14) days after such a refusal has been realized, return all the payments paid as Purchase Price by the Purchaser.
- 7.4 All other payments made by each of the Parties in respect of fees, duties and incidental costs will be each Party's cost.

PARTIES COVENANTS

8.0 GENERAL COVENANTS

- 8.1 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors rights or remedies generally.
- 8.2 The Purchaser shall be responsible for all outgoing and liabilities of the property from the date of delivery of possession of the Property to the Purchaser.

9.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with the Purchaser that:

- 9.0 It has the power to enter into and perform the obligations under this Agreement;
- 9.2 It has full authority to sell, transfer and dispose of the Property and it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Property in the manner herein provided.
- 9.3 It is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all its reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property.
- 9.4 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or Judicial order to which the Vendor is subject;
- 9.5 The entry into and performance of this Agreement does not constitute a breach of

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

- 9.6 No litigation, arbitration or administrative proceeding or which may by itself of together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe and perform their material obligations under this Agreement and the transaction contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquiries and is pending or threatened against him or property as described above;
- 9.7. All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their 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.
- 9.8. Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have included the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 9.9. The Vendor hereby unconditionally and irrevocably confirms and warrants that as of the date of this Agreement all the terms and conditions affecting the property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the property and the Vendor hereby further irrevocably and unconditionally warrant and confirm that no person other than the Vendor has any ownership right or title to the property and the property has not been and will not be allocated to any other person.

Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material. The Vendor acknowledges that the purchaser has entered into this Agreement relying on these representations and warranties.

10.0. CONVENANTS BY THE PURCHASER

The purchaser hereby covenants with the Vendor that:

- 10.1. It has the power to enter and perform its obligations under this Agreement:
- 10.2. This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party per its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditor's rights or remedies generally.
- 10.3. 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; and

11.0. NON-ASSIGNMENT OF THIS AGREEMENT

This agreement is exclusive to the parties and the parties shall not assign convey or transfer the whole or any part of the agreement to anyone other than the parties hereto, without the prior written consent of the non-assigning party.

12.0. MISREPRESENTATIONS

Save for the representation and warranties stipulated above, and what is expressed and agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf has induced the parties to enter into this agreement.

CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

Completion does not discharge liability to perform any outstanding obligation under the Agreement.

14.0. GENERAL COST

- 14.1. Each party shall be responsible for their respective legal costs incurred concerning the preparation and implementation of this agreement.
- 14.2. The stamp duty, 1% of the registration fees and 1% of the processing fees relating to the transfer of the property shall solely be paid by the Purchaser.
- 14.3 The Vendor shall be liable to pay Capital Gain Tax and provide tax clearance concerning the transfer of the property to the purchaser.
- 14.4 The Vendor shall be responsible to conduct the valuation and provide an approved valuation report to the Purchaser for the purpose of transferring the Property.

15.0. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 15.1 The validity, construction and performance of this Agreement shall be governed, construed and interpreted by the Law of the United Republic of Tanzania in the High Court Commercial Division.
- 15.2 This Agreement may be executed in five (0-5) counterparts, each of which shall be deemed an original but all of which together shall constitute the same agreement and each party shall be entitled to one (01) copy.
- 15.3. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.
- 15.4. Before the institution of a suit as above provided, the parties shall seek to resolve in the instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof amicably. If any such dispute, controversy, or claim ("Dispute") between the parties is not resolved within 30 (Thirty) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit in a competent court of law.

16.0. CONFIDENTIALITY

- 16.1. Both parties to this Agreement hereby undertake to keep all information (whether

written, oral, and /or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care. All confidential information provided by a party hereto shall be used solely to facilitate the sale under this Agreement and, except as may be required in carrying out the terms of this Agreement

16.2 Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party with the prior written consent of the other party. The foregoing shall not apply to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

17.0. FORCE MAJEURE

Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by him of these duties and obligations under this Agreement occasioned by any act of God, fire, act of Government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the parties from or hindering any of the Parties ability to fulfil the obligation hereunder undertaken to be provided.

18.0. SEVERABILITY

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provision of any legislation or other provision having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the parties of this Agreement, such terms or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial

basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms if this Agreement as may be necessary or desirable in the circumstance.

19.0. NOTICES

Any notice or demand hereunder may be duly given to either party by E-mail properly addressed to the addresses herein above written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all u purpose seven (07) working days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

To the Vendor:

Contract Person:
Address:
Tel:
Email:

To the Purchaser:

Contract Person: HUI LI
Address: Kibaha
Tel: 0765 599 999
E-mail: hongyu-steel@163.com

20.0. SOLE CONTACTUAL RELATIONSIP:

20.1 The Parties hereto acknowledge that this Agreement contains the entire Agreement between them including, conditions, stipulations, warranties and/or representations. Immediately after the Purchaser completes her obligation to pay the purchase price in full as provided this Agreement shall be drafted and executed between parties and shall be used for purpose of transfer of ownership of the property from the Vendor to the Purchaser or her Assignees.

20.2. No Variation of this Agreement shall affect the terms hereof unless such variation shall be reduced in writing under the hands of the parties hereto.

21. TERMINATION

21.1. This Agreement shall be terminated only upon insurance of thirty days (30) written notice of an intention to terminate, upon the breach of any fundamental covenant of obligation by either of the parties as stated herein and such instance shall include but are not limited to.

(a) Failure to acquire the Commissioner's consent/approval for the contemplated disposition as stipulated in clause 7.0 herein

(b) Upon insolvency and or liquidation of either of the parties to this Agreement;

21.2. Provided that upon the termination of this Agreement as a result of the Provisions of clause 21.1 of this agreement, both parties mutually agree to indemnify each other within a period of not more than fourteen (14) working days to restore themselves to the original position before signing of this agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first written above.

SIGNED and DELIVERED at KIBAHA

By the said ELINA MATHIAS MANUMBU,

Who introduced to me by.....

Known to me personally.

On this 16 day of Sep. 2024

Elmanumbu
VENDOR

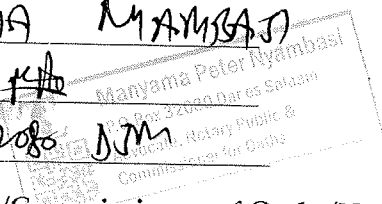
Before me:

Name: Manyama Peter Nyambasi

Signature: [Signature]

Postal Address: [Address]

Qualification: **Advocate/Commissioner of Oaths/Notary Public**

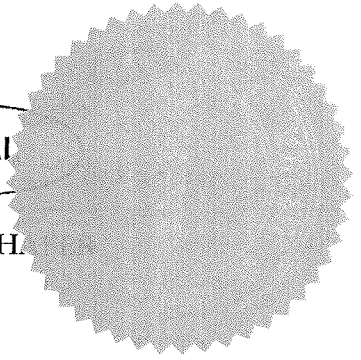


SEALED with the COMMON SEAL of the said
HONG YU STEELS (T) COMPANY LIMITED and
DELIVERED at KIBAHA in the
Presence of us this 16 day of Sep- 2024



SEAL

PURCH.

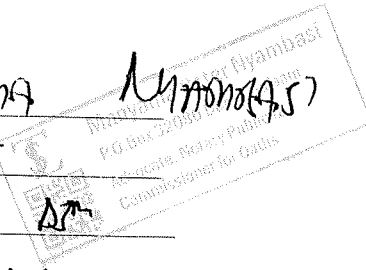


Name: LIANG JUN NI
Signature: [Handwritten Signature]
Designation: Director

Name: HANPING LIN
Signature: [Handwritten Signature]
Designation: Director

Before me:

Name: MARYAMA MARYAMA (A.S)
Signature: [Handwritten Signature]
Postal Address: 32680 [Handwritten]



Qualification: Advocate/Commissioner of Oaths/Notary Public