Dated this 25th day of June, 2024

GODWIN MUSA MWAPONGO
AS ADMINSTRATOR OF THE ESTATE OF
THE LATE RHOIDA AMULIKE SWILA
(as **Vendor**)

-and-

QUALITY FOAM LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR
HASSAN R.M. WALLI
(as **Purchaser**)

AGREEMENT FOR SALE

in respect of Two adjoining Land Parcels, one being Surveyed Plot No. 73 Block D (approximately 8.0 acres) and the other being Unsurveyed Farm Plot (approximately 3.5 acres), both located in Saeni, Zogowale within Kibaha Town Council, together with the fencing and buildings erected thereon

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Drawn by:
MUSA & ASSOCIATES,
SUITE NO. 22 B. SECOND FLOOR,
SIDO SMALL BUSINESS BUILDING,
BIBI TITI MOHAED ROAD,
P.O.BOX 72483
DAR ES SALAAM

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sig.....
Date: 4th Sept 2024

THIS AGREEMENT is made as of the 25th day of June , 2024

BETWEEN:

1. **GODWIN MUSA MWAPONGO,** Administrator of the estate of the Late **RHOIDA AMULIKE SWILA** (deceased) as appointed by Kimara Primary Court through **Mirathi No.186 of 2018**, and for the purposes hereof of Post Office Box 72483, Dar es Salaam (hereinafter referred to as the **Vendor** which expression shall where the context so admits include future Administrators);

AND

2. **QUALITY FOAM LIMITED** represented by its Managing Director **HASSAN R. M. WALLI** for the purposes hereof of Post Office Box 21129 Dar es Salaam, (hereinafter referred to as the **Purchaser** which expression shall where the context so admits include its successors and assigns);

WHEREAS

A. The Vendor is the Administrator of the estate of the Late RHOIDA AMULIKE SWILA part of which include Plot No. 73 Block D of approximate area of 8 acres, presently used as a poultry farm and farming Bananas, Coconuts, Cashew nuts, Mangoes and Oranges, and the adjoining farm land presently used for Pawpaw farming, of approximate area of 3.5 acres, which is under a lien on the adjoining farm plot by **EDSON ABAMWESIGA KAIJAGE,** both located in Saeni Zogowale within Kibaha Town Council (hereinafter referred to as the **Land Parcels**).

B. The Parties have entered into this Agreement to record the terms and conditions of the sale and transfer of the **Land Parcels** from the Vendor to the Purchaser.

IT IS AGREED AND DECLARED as follows:

1. **AGREEMENT FOR SALE**

1.1 The Vendor hereby agrees to sell and the Purchasers hereby agree to purchase the Property at the Purchase Price free from any Encumbrances or Overriding Interests and subject to and conditional upon the terms set out in this Agreement.

1.2 The interest sold by the Vendor is the Vendor's leasehold interest in the Land Parcels by availing a single Title for both Land Parcels in favour of the Purchaser within six months upon signing of this Agreement.

2. **PURCHASE PRICE**

2.1 The Vendor has agreed to sell the Land Parcels with the Purchase Price of Tanzania Shillings One Billion (TShs 1,000,000,000/-) for Plot No. 73 Block D and Tanzania Shilings Two Hundred and Seventy Million (TShs 270,000,000/-) for the adjoining Pawpaw Farm.

2.2 The Purchaser shall pay the Purchase Price in the following manner:

2.2.1 On execution of this Agreement the Purchaser, shall pay the Deposit being 20% of the Purchase Price, being the sum of Tanzania Shillings Two Hundred Million (TShs 200,000,000/-) for Plot No. 73 Block D and Tanzania Shilling Fifty Four Million (TShs 54,000,000/-) for the Pawpaw farm to the Bank (details of which are set out below), to be utilized towards clearing encumbrances if any including all statutory levies and taxes including Capital Gain Tax, if applicable.

Account details:

BANK	:	MAENDELEO BANK
ACCOUNT NAME	:	GODWIN MUSA MWAPONGO
ACCOUNT NUMBER	:	033991495111
BRANCH NAME	:	KARIAKOO
BRANCH CODE	:	003.

2.2.2 For the balance payment, within Seven (7) days upon signing of the Agreement, an irrevocable bank guarantee from Habib African Bank Ltd, Dar es salaam will be issued in favour of the Vendor that will release the balance payment to Vendor's bank account upon first demand by the Vendor accompanied with a Title in the name of Quality Foam Ltd, and upon handing over possession of the Land Parcels and its chattels in vacant position.

3. COMPLETION AND COMPLETION DATE

3.1 The Completion shall, unless otherwise agreed in writing between the Vendor and the Purchaser, entail the process of availing a single Title for the Land Parcels in favour of the Purchaser by the Vendor and shall be completed within Six (6) months or earlier, upon signing of this Agreement.

3.2 The Purchaser shall during the Completion Period cooperate in providing the necessary information, documents and endorsements necessary for Vendor to avail the Title.

4. CAPACITY

4.1 The Vendor sells the Land Parcels as a legal assignee.

5. POSSESSION AND MOVABLES

5.1 The Land Parcels are sold with vacant possession.

5.2 Possession of the Land Parcel shall be handed over to the Purchaser immediately upon full payment of the Purchase Price.

6. MATTERS AFFECTING THE LAND PARCELS

6.1 The Land Parcels are sold subject to the Land Acts and conditions expressly set out in the Lease in respect of the Land Parcels but otherwise free from any Encumbrance or easements, quasi easements, profits or any Overriding Interests.

7. **OUTGOINGS OF THE LAND PARCELS**

7.1 All Outgoings in respect of the Land Parcels shall be apportioned upon Completion before the balance payment is affected.

8. **LEGAL AND OTHER COSTS**

8.1 Each party shall be responsible for the fees of its legal advisers in connection with this Agreement and the sale and purchase of the Land Parcels.

8.2 The out of pocket costs related to the process of availing the Title in favour of the Purchaser including costs of survey, Registration, premium and Stamp duty if applicable and payable shall be for the account of the Purchaser.

8.3 The Vendor shall clear all outstanding payments on the Land Parcels.

9. **FAILURE TO COMPLETE**

9.1 If the Vendor is not ready, able or willing to Complete on the Completion Date and the Purchaser has satisfied her obligations in this Agreement then, without prejudice to any other rights or remedies available to the Purchaser, the Purchaser shall be entitled to issue to the Vendor a twenty one (21) days' notice in writing to Complete (the **Vendor's Completion Notice**) and the Vendor shall be obligated to remedy the default and Complete prior to the expiry of the Vendor's Completion Notice. If the Vendor fails to comply with the Vendor's Completion Notice in full before its expiry, then without prejudice to any other rights or remedies available to the Purchaser, the Purchaser shall in their sole discretion have the right to either:

9.1.1 rescind this Agreement and upon such rescission, the Vendor shall on demand, refund in full all payments made by the Purchaser towards the Purchase Price within Twenty One (21) days of such recission; or

9.1.2 sue for specific performance; or

9.1.3 extend from time to time the Completion Date (the **Extended Completion Date**) provided always that the Purchaser may in their sole discretion rescind this Agreement at any time after the Extended Completion Date.

9.2 If on the Completion Date the Purchaser is not ready, able or willing to pay the Balance and the Vendor is ready, able and willing to Complete, then the Vendor shall be entitled to issue to the Purchaser with a fourteen (14) days' notice in writing to comply with their obligations under this Agreement and such notice shall specify the default (the **Purchaser's Completion Notice**) and the Purchaser shall be obligated to remedy the default within the period of the Purchaser's Completion Notice. If the Purchaser fails to comply with the Purchaser's Completion Notice in full before its expiry, then the Vendor shall in her sole discretion have the right to either:

9.2.1 rescind this Agreement and upon such rescission the Vendor shall be entitled to forfeit the Deposit being the agreed liquidated damages and the Vendor shall be free to offer the Plot to another Purchaser.

9.2.2 sue for specific performance;

9.2.3 subject to the payment by the Purchaser of interest on the Balance at the Interest Rate, extend from time to time the Completion Date (the **Extended Completion Date**) provided always that the Vendor may in her sole discretion rescind this Agreement at any time after the Extended Completion Date if at such time the Purchaser is not ready, able or willing to Complete whereupon the forfeiture provisions in Clause 11.1 and 11.2 shall apply.

10. **WARRANTIES**

10.1 The Vendor hereby warrants to the Purchaser that:

10.1.1 the Vendor holds all legal assignment of the Land Parcels;

10.1.2 to the Vendor's best knowledge, there is no adverse claim on the Land Parcels, dispute regarding ownership, boundary, easement, rights of way or any other such matters and the Vendor has not given any rights easements or any overriding interest and does not intend to do so; and

10.1.3 to the Vendor's best knowledge, the Land Parcels as at the date hereof has not been, designated a buffer zone, way leave, road reserve or as public or community land.

10.1.4 There is no law or decree or similar enactment binding on it so far as the Vendor is aware which would conflict with or prevent him from entering into or performing, and observing the terms of this agreement or that might curtail the Purchasers right to register the title to the nominees;

10.1.5 The Vendor is not engaged in nor to the best of the Vendor's knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Land Parcels;

10.1.6 There is no family dispute regarding ownership or succession dispute or any such other matter.

10.1.7 The Vendor has to the best of her knowledge disclosed to the Purchaser all material information relating to the Land Parcels;

10.1.8 The Vendor has not received any notice from the Government or Kibaha Town Council or from owners of adjoining property which remain to be complied with and has disclosed all such notices received to the Purchasers;

10.1.9 The Land Parcels are not specifically mentioned in any inquest or investigation as Illegal/Irregular allocation of Public land and/or any Gazette Notice on revocation of Public Land;

10.1.10 the Vendor is not entering into this Agreement with the intention of delaying or defeating or hindering the exercise by a creditor of any right of recourse to the Land Parcels;

10.1.11 The Sale and Purchase is subject to positive results of due diligence investigations, including demarcation, zoning and sanctity of title for the Property, if at any time before the Completion Date an adverse report is made, the Purchaser shall have the right to terminate this Agreement and the Parties shall be returned to the status quo ante as if the Agreement had never been entered into;

10.1.12 If the Vendor iS in breach of the Warranties before Completion, the Purchaser has right to give notice in writing to the Vendor terminating this Agreement and from the date such notice is received this Agreement shall stand terminated and the provisions of clause 11 shall apply.

10.1.13 The Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to her after the date of this agreement and prior to completion which is inconsistent with any of the warranties or which had it occurred on or before the date of this agreement would have constituted a breach of the warranties or which is material to be known by the Purchaser for value of the Land Parcels;

11. DISPUTE RESOLUTION

11.1 Any dispute, controversy or claim arising out of or relating to this Agreement or a termination hereof (including without prejudice to the generality of the foregoing, whether as to its interpretation, application or implementation), shall be resolved by way of consultation held in good faith between the Parties. Such consultation shall begin immediately after one party has delivered to the other written request for such consultation.

11.2 Save as herein otherwise specifically provided, any dispute claim controversy or disagreement between the Parties as to matters arising under or pursuant to this Agreement as aforesaid which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred to the Tanzanian Courts of competent jurisdiction for determination

12. GENERAL

12.1 All payments due to be made by the Purchaser hereunder and all costs, charges, expenses or remuneration are inclusive of any value added tax or similar tax charged or chargeable in respect thereof including, without limitation, any deduction for or on account of any present or future taxes.

12.2 No failure or delay to exercise any power, right or remedy by the Purchaser shall operate as a waiver of that right, power or remedy and no single or partial exercise by the Purchaser of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.

12.3 The rights and remedies of the Purchaser provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12.4 If any term or condition of this Agreement shall to any extent be found or held to be invalid or unenforceable, the Parties shall negotiate in good faith to amend such term or condition so as to be valid and enforceable and to be construed with the interests of the Parties as contained herein.

12.5 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.6 No amendment or variation to this Agreement shall be effectual or binding on the Parties hereto unless it is in writing and duly executed by or on behalf of the Parties.

12.7 This Agreement shall be interpreted and construed in accordance with the laws of the United Republic of Tanzania.

13. ENTIRE AGREEMENT

13.1 The Parties agree that this Agreement constitutes the whole and entire agreement between the Parties relating to the sale and purchase of the Property and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing relating to the sale and purchase of the Land Parcels.

14. INTENTION TO BE BOUND

14.1 Each of the Parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 345, Laws of Tanzania) that he has executed this Agreement for Sale with the intention to bind themselves to the contents hereof.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties as of the day and year first above written.

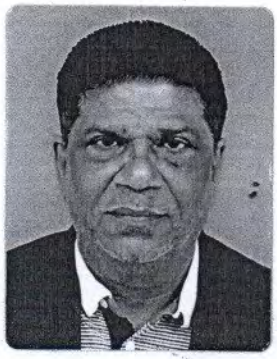
THE VENDOR

SIGNED by **GODWIN MUSA MWAPONGO**
Administrator of the Estate of the
Late RHOIDA AMULIKE SWILA
in the presence of:]
]
]
]

.....
ADVOCATE

I CERTIFY that the above-named **GODWIN MUSA MWAPONGO** that appeared before me on the 25 day of June 20 24 and being known to me/being identified by.....acknowledged the above signature or mark to be she and that she had freely and voluntarily executed this instrument and understood its contents.

.....
Signature and Designation of
Person Certifying



THE PURCHASER:

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sign: ..... Date: 4th SEPT 2024

SIGNED by
HASSAN R. M. WALLI
REPRESENTING QUALITY FOAM LIMITED

in the presence of:

]
]
]

.....
ADVOCATE

Julius Ndanzi
Box 14593 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

QFL
QUALITY FOAM LIMITED
P.O. Box: 21129
DAR-ES-SALAAM TANZANIA

I CERTIFY that the above-named **HASSAN R. M. WALLI**, the **MANAGING DIRECTOR** of **QUALITY FOAM LIMITED** appeared before me on the 25th day of June 2024 and being known to me/being identified by.....acknowledged the above signatures or marks to be hers and that she had executed this instrument and understood its contents.

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sign: ..... Date: 4th SEPT 2024

Company Accountant

Signature and Designation of
Person Certifying

DRAWN BY:
MUSA & ASSOCIATES,
SUITE NO.22 B, SECOND FLOOR,
SIDO SMALL BUSINESS BUILDING,
BIBI TITI MOHAMED ROAD,
P.O. 72483,
DAR ES SLAAAM.

QFL
QUALITY FOAM LIMITED
P O. Box 21129
DAR-ES-SALAAM, TANZANIA

CONSENT

I, **EDSON ABAMWESIGA KAIJAGE**, have for a claim against the **Late RHOIDA AMULIKE SWILA** for amount Tanzania Shilling Two Hundred Seventy Million (TShs 270,000,000/-) and I am holding as collateral the Unsurveyed Pawpaw farm plot about 3.5 acres (the Charged Land Parcel) adjoining the Plot No. 73 Block D in Saeini Zogowale in Kibaha Town Council.

In my capacity as the chargee under the Charge, and pursuant to the restrictions contained in the Charge, I hereby consent to the transfer by sale of the Charged Property pursuant to this Agreement for Sale dated 25th June, 2024 entered into between **GODWIN MUSA MWAPONGO** the Administrator of the Estate of the Late **RHOIDA AMULIKE SWILA** and **HASSAN R. M. WALLI** representing **QUALITY FOAM LIMITED.**

This consent is on the basis that such consent shall not prejudice or affect the covenants in or implied in the Charge or our rights as chargee under the Charge.

SIGNED by)
Chargee)
EDSON ABAMWESIGA KAIJAGE)

in the presence of)

Advocate)

Certified as True Copy of the Original
Joyce Kabula Sospeter
Advocate, Notary Public for Oaths
Sign: ..... Date: 4/Sept/2024

Julius Ndanzi
Box 14593 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

I CERTIFY THAT **EDSON ABAMWESIGA KAIJAGE** being the Chargee, appeared before me on the 2nd day of JULY, 2024 and ~~being known to me~~/being identified by GODWIN M. MWAPONGO acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

Certified as True Copy of the Original
Joyce Kabula Sospeter
Advocate, Notary Public for Oaths
Sign: ..... Date: 4/Sept/2024

Julius Ndanzi
Box 14593 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

Signature, Name and Postal Address of the Advocate certifying

Dated this 07th day of August, 2024

MOHAMED KASSAMALI KERMALI
AND
SUKAINA MOHAMED KERMALI
(as **Vendors**)

-and-

QUALITY FOAM LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR
HASSAN R.M. WALLI
(as **Purchaser**)

AGREEMENT FOR SALE

in respect of Farm Land Parcels partly identified by Farmland No. 1350 in Title No. 44921 with Land Office No. 159843 and adjoining partly Unsurveyed Farmland with its boundary walled, located at Mwanambaya, Kisarawe, together with the fencing and buildings erected thereon, as shown in Annex

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Drawn by
Oresto Moses Njalika
Advocate
P.O. Box 19876
DAR ES SALAAM

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sign: .....
Date: 7th Sept, 2024.

S AGREEMENT is made as of the 07th day of AUGUST, 2024

BETWEEN:

MOHAMED KASSAMALI KERMALI and **SUKAINA MOHAMED KERMALI,** all for the purposes hereof of Post Office Box 22391, Dar es Salaam, (hereinafter referred to as the **Vendors**, an expression shall where the context so admits include their legal personal representative and assignees on the first part).

QUALITY FOAM LIMITED represented by its Managing Director **HASSAN R. M. WALLI** for the purposes hereof of Post Office Box 21129 Dar es Salaam, (hereinafter referred to as the **Purchaser** which expression shall where the context so admits include its successors and assigns);

EREAS

A. The Vendors are the owners of Farm Land Parcels partly identified by Farmland No. 1350 in Title No. 44921 with Land Office No. 159843 and adjoining partly Unsurveyed Farmland with its boundary walled, with geographical coordinates (Zone 37M) as shown in Annex both located at Mwanambaya; Kisarawe, together with the fencing and buildings erected thereon (hereinafter referred to as the **Land Parcels**).

B. The Parties have entered into this Agreement to record the terms and conditions of the sale and transfer of the **Land Parcels** from the Vendors to the Purchaser.

S AGREED AND DECLARED as follows:

AGREEMENT FOR SALE

The Vendors hereby agree to sell and the Purchasers hereby agree to purchase the Property at the Purchase Price free from any Encumbrances or Overriding Interests and subject to and conditional upon the terms set out in this Agreement.

The interest sold by the Vendors is the Vendors' leasehold interest in the Land Parcels by availing a single Title for both Land Parcels with Land use changed to "Light Industrial" in favour of Quality Foam Ltd within six months upon signing of this Agreement.

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public for Commissioner
Sign
Date: 7/Sept/2024

PURCHASE PRICE

The Vendors has agreed to sell the Land Parcels with the Purchase Price of Tanzania Shillings Nine Hundred Million (TShs 900,000,000/-) for both Land Parcels.

The Purchaser shall pay the Purchase Price in the following manner:

2.2.1 On execution of this Agreement the Purchaser, shall pay the Deposit of Tanzania Shillings Two Hundred Million (TShs 200,000,000/-), to the Bank (details of which are set out below), to be utilized towards clearing encumbrances if any including all statutory levies and taxes including Capital Gain Tax, where applicable.

Account details:

Bank:	**Diamond Trust Bank**
Account Name:	**Mohamed Kassamali Kermali and, or Sukaina Mohamed Kermali**
Account Number:	**7312319001**
Branch Name:	**Main Branch – Dar es Salaam**
Branch Code:	_____

2.2.2 For the balance payment of amount Tanzania Shillings Seven Hundred Million (Tshs 700,000,000/=), within Seven (7) days upon first demand, the Purchaser will release the balance payment to Vendors' bank account after receiving a single Title in the name of Quality Foam Ltd with land use "Light Industries", and upon handing over possession of the Land Parcels and its chattels in vacant position.

3. COMPLETION AND COMPLETION DATE

3.1 The Completion shall, unless otherwise agreed in writing between the Vendors and the Purchaser, entail the process of availing a single Title for the Land Parcels in favour of Quality Foam Ltd with Land Use "Light Industries" by the Vendors and shall be completed within Six (6) months upon signing of this Agreement.

3.2 The Purchaser shall during the Completion Period cooperate in providing the necessary information, documents and endorsements necessary for Vendors to avail the Title.

4. CAPACITY

4.1 The Vendors sell the Land Parcels as a legal assignee.

5. POSSESSION AND MOVABLES

5.1 The Land Parcels are sold with vacant possession.

5.2 Possession of the Land Parcel shall be handed over to the Purchaser immediately upon full payment of the Purchase Price.

6. MATTERS AFFECTING THE LAND PARCELS

6.1 The Land Parcels are sold subject to the Land Acts and conditions expressly set out in the Lease in respect of the Land Parcels but otherwise free from any Encumbrance or easements, quasi easements, profits or any Overriding Interests.

7. OUTGOINGS OF THE LAND PARCELS

7.1 All Outgoings in respect of the Land Parcels shall be apportioned upon Completion before the balance payment is affected.

8. LEGAL AND OTHER COSTS

8.1 Each party shall be responsible for the fees of its legal advisers in connection with this Agreement and the sale and purchase of the Land Parcels.

8.2 The out of pocket costs related to the process of availing the Title in favour of the Quality Foam Ltd including costs of survey, registration and Stamp duty if applicable and payable shall be for the account of the Vendors.

8.3 The Vendors shall clear all outstanding payments on the Land Parcels.

9. **FAILURE TO COMPLETE**

9.1 If the Vendors are not ready, able or willing to Complete on the Completion Date and the Purchaser has satisfied his obligations in this Agreement then, without prejudice to any other rights or remedies available to the Purchaser, the Purchaser shall be entitled to issue to the Vendors a twenty one (21) days' notice in writing to Complete (the **Vendors' Completion Notice**) and the Vendors shall be obligated to remedy the default and Complete prior to the expiry of the Vendors' Completion Notice. If the Vendors fail to comply with the Vendors' Completion Notice in full before its expiry, then without prejudice to any other rights or remedies available to the Purchaser, the Purchaser shall in their sole discretion have the right to either:

9.1.1 rescind this Agreement and upon such rescission, the Vendors shall on demand, refund in full all payments made by the Purchaser towards the Purchase Price within Twenty One (21) days of such recission, or

9.1.2 sue for specific performance; or

9.1.3 extend from time to time the Completion Date (the **Extended Completion Date**) provided always that the Purchaser may in their sole discretion rescind this Agreement at any time after the Extended Completion Date.

9.2 If on the Completion Date the Purchaser is not ready, able or willing to pay the Balance and the Vendors is ready, able and willing to Complete, then the Vendors shall be entitled to issue to the Purchaser with a fourteen (14) days' notice in writing to comply with their obligations under this Agreement and such notice shall specify the default (the **Purchaser's Completion Notice**) and the Purchaser shall be obligated to remedy the default within the period of the Purchaser's Completion Notice. If the Purchaser fails to comply with the Purchaser's Completion Notice in full before its expiry, then the Vendors shall in her sole discretion have the right to either:

9.2.1 rescind this Agreement and upon such rescission the Vendors shall be entitled to forfeit the Deposit being the agreed liquidated damages and the Purchaser shall immediately be entitled to vacate the Property.

9.2.2 sue for specific performance;

9.2.3 subject to the payment by the Purchaser of interest on the Balance at the Interest Rate, extend from time to time the Completion Date (the **Extended**

Completion Date) provided always that the Vendors may in their sole discretion rescind this Agreement at any time after the Extended Completion Date if at such time the Purchaser is not ready, able or willing to Complete whereupon the forfeiture provisions in Clause 9.2.1 shall apply.

10. **WARRANTIES**

10.1 The Vendors hereby warrant to the Purchaser that:

10.1.1 the Vendors hold all legal assignment of the Land Parcels;

10.1.2 to the Vendors' best knowledge, there is no adverse claim on the Land Parcels, dispute regarding ownership, boundary, easement, rights of way or any other such matters and the Vendors have not given any rights easements or any overriding interest and does not intend to do so; and

10.1.3 to the Vendors' best knowledge, the Land Parcels as at the date hereof has not been, designated a buffer zone, way leave, road reserve or as public or community land.

10.1.4 There is no law or decree or similar enactment binding on it so far as the Vendors are aware which would conflict with or prevent him from entering into or performing, and observing the terms of this agreement or that might curtail the Purchasers right to register the title to the nominees;

10.1.5 The Vendors are not engaged in nor to the best of the Vendors' knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Land Parcels;

10.1.6 There is no family dispute regarding ownership or succession dispute or any such other matter;

10.1.7 The Vendors have to the best of her knowledge disclosed to the Purchaser all material information relating to the Land Parcels;

10.1.8 The Vendors have not received any notice from the Government or Kisarawe Council or from owners of adjoining property which remain to be complied with and has disclosed all such notices received to the Purchasers;

10.1.9 The Land Parcels are not specifically mentioned in any inquest or investigation as Illegal/Irregular allocation of Public land and/or any Gazette Notice on revocation of Public Land;

10.1.10 the Vendors are not entering into this Agreement with the intention of delaying or defeating or hindering the exercise by a creditor of any right of recourse to the Land Parcels;

10.1.11 The Sale and Purchase is subject to positive results of due diligence investigations, including demarcation, zoning and sanctity of title for the Property, if at any time before the Completion Date an adverse report is

made, the Purchaser shall have the right to terminate this Agreement and the Parties shall be returned to the status quo ante as if the Agreement had never been entered into;

10.1.12 If the Vendors are in breach of the Warranties before Completion, the Purchaser has right to give notice in writing to the Vendors terminating this Agreement and from the date such notice is received this Agreement shall stand terminated and the provisions of clause 9 shall apply;

10.1.13 The Vendors will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to her after the date of this agreement and prior to completion which is inconsistent with any of the warranties or which had it occured on or before the date of this agreement would have constituted a breach or the warranties or which is material to be known by the Purchaser for value of the Land Parcels;

11. DISPUTE RESOLUTION

11.1 Any dispute, controversy or claim arising out of or relating to this Agreement or a termination hereof (including without prejudice to the generality of the foregoing, whether as to its interpretation, application or implementation), shall be resolved by way of consultation held in good faith between the Parties. Such consultation shall begin immediately after one party has delivered to the other written request for such consultation.

11.2 Save as herein otherwise specifically provided, any dispute claim controversy or disagreement between the Parties as to matters arising under or pursuant to this Agreement as aforesaid which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred to the Tanzanian Courts of competent jurisdiction for determination

12. GENERAL

12.1 All payments due to be made by the Purchaser hereunder and all costs, charges; expenses or remuneration are inclusive of any value added tax or similar tax charged or chargeable in respect thereof including, without limitation, any deduction for or on account of any present or future taxes.

12.2 No failure or delay to exercise any power, right or remedy by the Purchaser shall operate as a waiver of that right, power or remedy and no single or partial exercise by the Purchaser of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.

12.3 The rights and remedies of the Purchaser provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12.4 If any term or condition of this Agreement shall to any extent be found or held to be invalid or unenforceable, the Parties shall negotiate in good faith to amend

such term or condition so as to be valid and enforceable and to be construed with the interests of the Parties as contained herein.

12.5 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.6 No amendment or variation to this Agreement shall be effectual or binding on the Parties hereto unless it is in writing and duly executed by or on behalf of the Parties.

12.7 This Agreement shall be interpreted and construed in accordance with the laws of the United Republic of Tanzania.

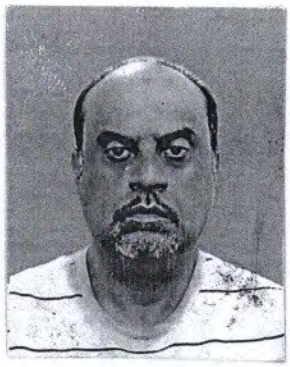
13. ENTIRE AGREEMENT

13.1 The Parties agree that this Agreement constitutes the whole and entire agreement between the Parties relating to the sale and purchase of the Property and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing relating to the sale and purchase of the Land Parcels.

14. INTENTION TO BE BOUND

14.1 Each of the Parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 345, Laws of Tanzania) that he has executed this Agreement for Sale with the intention to bind themselves to the contents hereof.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties as of the day and year first above written.



THE VENDORS

SIGNED by

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sign: .....
Date: 4th Sept 2024

MOHAMED KASSAMALI KERMALI

SUKAINA MOHAMED KERMALI

in the presence of:

Oresto Moses Njalika
Box 9876 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

.....

ADVOCATE

I CERTIFY that the above-named **MOHAMED KASSAMALI KERMALI** and **SUKAINA MOHAMED KERMALI** that appeared before me on the 07th day of August 2024 and being known to me/being identified by ..... acknowledged the above signature or mark to be she and that she had freely and voluntarily executed this instrument and understood its contents.

Certified as True Copy of the Original
Joyce Kabula Sabasaba
Advocate, Notary Public & Commissioner for Oaths
Sign: .....
Date: 4th Sept 2024

.....

Signature and Designation of Person Certifying

Oresto Moses Njalika
Box 9876 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

THE PURCHASER:

SIGNED by
HASSAN R. M. WALLI
REPRESENTING QUALITY FOAM LIMITED
]

in the presence of:

QFL
QUALITY FOAM LIMITED
P.O. Box: 21129
DAR-ES-SALAAM TANZANIA

Oresto Moses Njalika
Box 19876 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

Certified as True Copy of the Original
Joyce Kabula Saba
Advocate, Notary Public & Commissioner for Oaths
Signature
Date: 7th AUGUST 2024

.....
ADVOCATE

I CERTIFY that the above-named **HASSAN R. M. WALLI**, the **MANAGING DIRECTOR** of **QUALITY FOAM LIMITED** appeared before me on the ...07th...day of...08...20.24 and being known to me/being identified by.....acknowledged the above signatures or marks to be hers and that she had executed this instrument and understood its contents.

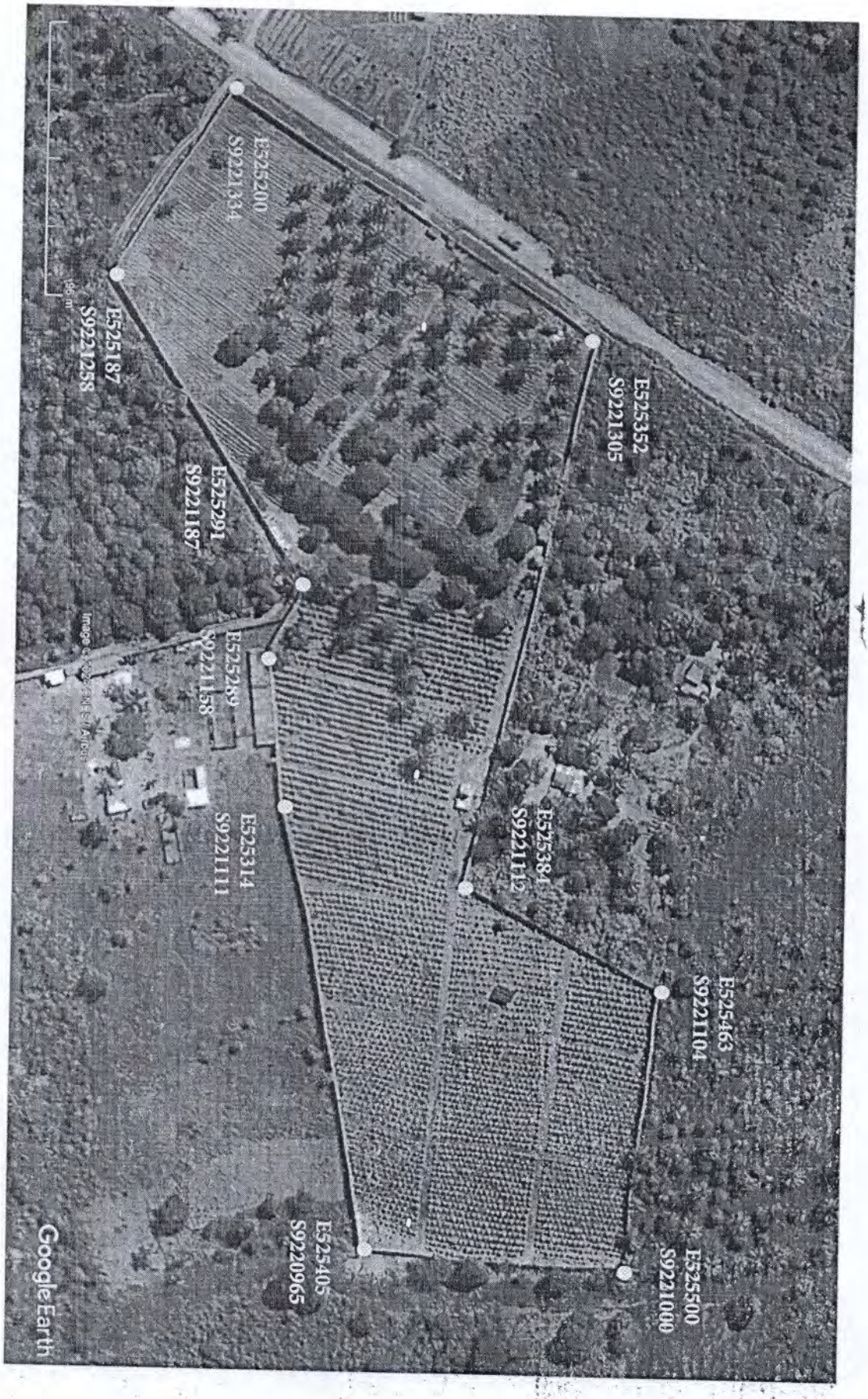
Certified as True Copy of the Original
Joyce Kabula Saba
Advocate, Notary Public & Commissioner for Oaths
Signature
Date: 7th AUGUST 2024

.....
Signature and Designation of Person Certifying

Oresto Moses Njalika
Box 19876 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

Drawn by
Oresto Moses Njalika
Advocate
P.O. Box 19876
DAR ES SALAAM

ANNEX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