

THE LAND ACT NO.04 OF 1999

SALE AGREEMENT

BETWEEN

REVOCATUS MUJUNGU MAKARANGA

AND

HEROCEAN ENTERPRISES (T) LIMITED

CONCERNING THE SALE OF SURVEYED PIECE OF LAND WITH MEASUREMENTS OF
14,082 SQM, KNOWN AS PLOT NO. 13, BLOCK "H" SITUATED AT KISEMVULE,
MKURANGA DISTRICT-COAST REGION

Drawn by:

CAESSAR A. SHAYO-ADVOCATE

P.O.BOX 3400,

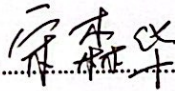
DAR ES SALAAM - Tanzania

TEL: 0656 751075

+ 255 787 751075

EMAIL: caessarshayo@gmail.com


VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:

Witnessed by: CAESSAR A. SHAYO (Advocate)

Signature: 

Drawn By:  Date: JAN - 23 - 2024

Email: caessarshayo@gmail.com



SALE AGREEMENT

This **SALE AGREEMENT** is made this 27th Day of JAN..... 2024.

BETWEEN

REVOCATUS MUJUNGU MAKARANGA, is a natural person, adult, male, Tanzanian with Postal Office Box Number 20773, DAR ES SALAAM, Tanzania (hereinafter called the **"VENDOR"** which expression shall include and extend to persons deriving title under the Vendor, his successors, administrator and assignees) of the other part;

AND

HEROCEAN ENTERPRISES (T) LIMITED, is a registered company under the laws of Tanzania with Postal Office Box Number 25505, DAR ES SALAAM, TANZANIA (hereinafter called the **"PURCHASER"** which expression shall include and extend to persons deriving title under the payee, his successor, administrator and assignee) of one part

PREAMBLE

WHEREAS:

- A. The **Vendor** is the legal owner of entire surveyed piece of land of measurements 14,082 SQM known as Plot no. 13 Block "H" situated at **KISEMVULE, MKURANGA DISTRICT- COAST REGION**, with no improvements and developments thereon.
- B. The **Vendor** as owner has considered and agreed to sell and transfer the said piece of land and the **Purchaser** has agreed to purchase the said piece of land on terms and conditions as hereinafter appearing.

VENDOR SIGNATURE: *Ruvige*.....

PURCHASER SIGNATURE: *陈森华*.....

PURCHASER SIGNATURE:.....

Witnessed by: **CAESSAR A. SHAYO (Advocate)**
Signature: *CAESSAR A. SHAYO*.....

Drawn By: *CAESSAR A. SHAYO*....., Phone no. 1255 656 751075/787 751 075,
Email: caessarshayo@gmail.com



Date: JAN-23-2024.....



NOW THIS SALE AGREEMENT WITNESSTH AS FOLLOWS

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides:-

"Agreement" Means this sale Agreement between the **Vendor** and the **Purchaser** leading to the transfer and registration of surveyed piece of land with measurements 14,082 SQM known as Plot no. 13 Block "H" situated at **KISEMVULE, MKURANGA DISTRICT- COAST REGION**

"Parties" Means the signatories to this Agreement.

"Purchase Price" Means the amount of **Tanzanian shillings TWO HUNDRED AND FIFTY MILLIONS ONLY (T. SHS. 250,000,000/=)** payable to the **Vendor** by the **Purchaser** as consideration for the Purchase of the said piece of land.

"Tanzanian shillings" Means the currency of the United Republic of Tanzania

"Purchase Property" means surveyed piece of land with measurements 14,082 SQM known as Plot no. 13 Block "H" situated at **KISEMVULE, MKURANGA DISTRICT- COAST REGION**

with no development thereof:

1.2 References to the singular include, when the context so admits, references to the plural and vice versa

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.

VENDOR SIGNATURE:

PURCHASER SIGNATURE:

PURCHASER SIGNATURE:

Witnessed by: CAESSAR A. SHAYO (Advocate)

Signature:

Drawn By:

Email: caessarshayo@gmail.com,



2024-23-2024



1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE


2.1 The land to be sold to the **Purchaser** is surveyed piece of land with measurements 14,082 SQM known as Plot no. 13 Block "H" situated at **KISEMVULE, MKURANGA DISTRICT- COAST REGION**

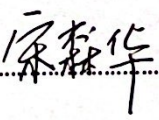
2.2 The said surveyed piece of land of measurements 14,082 SQM known as Plot no. 13 Block "H" situated at **KISEMVULE, MKURANGA DISTRICT- COAST REGION** and its development if any thereof owned by the Seller/Vendor to. The registered survey plan dated 15th day of August, 2023 attached inhere and form party of this Agreement and is marked as "Annexure A1"

ARTICLE 3

3.0 CONSIDERATON AND MODE OF PAYMENT

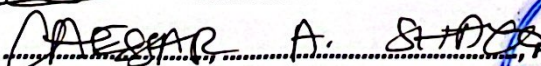
i) The **PURCHASER** shall pay the sum of **TANZANIAN SHILLINGS TWO HUNDRED AND FIFTY MILLIONS ONLY (T.SHS. 250,000,000/=)** to the **Vendor bank accounts as per vendor directives** whereby the said purchase price shall be paid into TWO installment whereby it was agreed by the parties to this contract that Tanzanian shillings TWO HUNDRED AND FIFTY MILLIONS ONLY (T.SHS. 250,000,000/=) to be deposited to Vendor Account At CRDB Bank A/C no 0112019826000. with the name of REVOCATUS MAKARANGA. Bank Pay Slip Forms party of this Agreement and marked as **annexure A2** that being payment for purchasing the said surveyed piece of land with measurements of measurements 14,082 SQM known as Plot no.

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:.....

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Drawn By:  Phone no. +255 656 751075/787 751 075,
Email: caessarshayo@gmail.com,



13 Block "H" situated at KISEMVULE, MKURANGA DISTRICT-COAST REGION,

ii) The said two installments shall be as follows;

- a) First installment: the Purchaser shall pay the Vendor Tanzanian shillings Fifty Millions (T.SHS. 50,000,000/=) through account mentioned to herein above as per Vendor directives.
- b) Second installment: the whole remaining balance shall be paid after the purchaser has obtained the title deed from Tanzania Investment Centre (TIC)
- c) Also the Vendor acknowledge that the Purchaser has already pay T.SHS. 6,440,000/= being fees for surveying the purchasing plot and further more the Vendor agrees that the Purchaser can deduct the said amount from the purchasing price in the last installment.

iii) That on payment of the Tanzanian shillings first installment FIFTY MILLIONS ONLY (T.SHS. 50,000,000/=) this agreement becomes irrevocably and the Vendor shall not allowed to rescind from this contract.


3.1 That incase the sale fails on party of seller/vendor and his bank then the Vendor shall be liable to refund all the money as it appears in Article 3(3.0)(I) and all the costs that the buyer has incurs to execute this deal/transaction

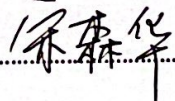
3.2 This Purchase price shall be paid to the vendor in as stipulated at Article 3.0 on the signing of this agreement and bank slips for the payments to the vendor account(s) as per directives of the vendor shall form party of this Agreement.

3.3 The VENDOR shall meet all Government requirements meaning payment of the percentages required by the local government and

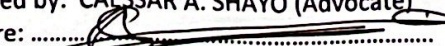
3.4 The registration of ownership from Vendor to purchaser shall be on Purchaser account.

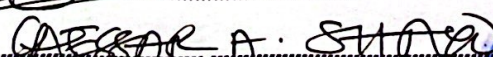
4.0 THE VENDOR'S COVENANTS

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:.....

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Drawn By:  Phone no. +255 656 751075/787 751 075,
Email: caessarshayo@gmail.com,



5.0 THE VENDOR'S WARRANTIES

5.1 The Vendor hereby warrants to the Purchaser as follows:

5.1.1 The Vendor is the legal and beneficial Owner of [redacted] **-surveyed piece of land of measurements 14,082 SQM known as Plot no. 13 Block "H" situated at KISEMVULE, MKURANGA DISTRICT- COAST REGION, Tanzania and the said piece of land is free from any encumbrances.**

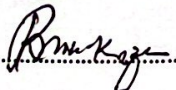
5.1.2 That by signing this agreement the Vendor agrees that TANZANIAN SHILLINGS TWO HUNDRED AND FIFTY MILLIONS.(T. SHS. 250,000,000/=) shall be Paid to him as stipulated at Article 3, as agreed by parties in this agreement and the said surveyed piece of land of measurements 14,082 SQM known as Plot no. 13 Block "H" situated at KISEMVULE, MKURANGA DISTRICT- COAST REGION, shall belongs to the Purchaser and Vendor or his agents, assignees and successors shall has no any claims whatsoever against the Purchaser.

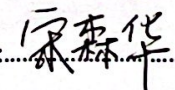
5.1.3 That by signing this agreement the Vendor warrants that he has obtained his wife consent for selling this piece of land and the said consent forms part of this agreement and marked as annexure SC

5.1.4 All restrictions, conditions and covenants including any imposed by or pursuant to any lease affecting the property have been observed and performed and no notice of any breach of any of the same has been received or is to the Vendor's knowledge likely to be received.

5.1.5 That by signing this agreement the Vendor covenants that he is the sole legal and beneficial owner of the property and that he has not enter into any oral or written agreement for the disposition of the said piece of land to anyone else.

5.1.6 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all aspects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete , inaccurate or misleading.

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:.....

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Drawn By: CAESSAR A. SHAYO Date: JAN -23-2024
Email: caessarshayo@gmail.com, Phone no. +255 656 751075/787 751 075,



5.1.7 The execution or completion of this Agreement or performance of its terms will not result in any breach of any agreement to which the Vendor is party to or of any court order:

5.1.8 The Vendor, as to his best knowledge is not aware of any encroachment by the property onto any neighboring property.

5.1.9 The Vendor is not aware of any intended expropriation of the Property or any portion of it.

ARTICLE 6

6.0 THE VENDOR'S AND PURCHASER'S COVENANTS

6.1 This sale Agreement constitutes the entire contract between the parties with regards to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.

6.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

ARTICLE 7

7.0 NOTICE

7.1 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties addresses;

FOR THE VENDOR

REVOCATUS MUJUNGU MAKARANGA

P.O. BOX, 20783,

RAK EL SWAZI
..... TANZANIA

PHONE: 0784 404341

VENDOR SIGNATURE: Bmakga.....

PURCHASER SIGNATURE: 侯森华.....

PURCHASER SIGNATURE:.....

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature:

Drawn By: CAESSAR A. SHAYO, Phone no. +255 658 751075/787 751 075,
Email: caessarshayo@gmail.com, Date: TAN-23-2024



FOR THE PURCHASER

**The Managing Director,
HEROCEAN ENTERPRISES (T) LIMITED
P.O. BOX 25505,
Dar es salaam-TANZANIA
PHONE: 0786391130**

ARTICLE 8


8.0 ARBITRATION

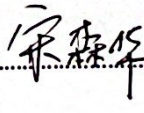
8.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing of which the matter will be referred to Arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto and the legal proceedings through court will be last resort.

ARTICLE 9


9.0 FORCE MAJEURE

9.1 If by any reason of force majeure, a party is unable to perform in whole or material part its obligations under this Agreement then such party shall be relieved of these obligations to the extent it is unable so to perform and such inability to perform shall not make such party liable to the other. If any event of force majeure persists for a continuous period of six months or more and such event prevents a party in whole or in material part from performing its obligations under this Agreement, such party may terminate this agreement immediately by written notice to the other party.

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:.....

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Drawn By: 
Email: caessarshayo@gmail.com,



9.2 In this Agreement, "force majeure" means any of the following which materially affect the pieces of lands, the Vendor or the Purchaser; act of God, war, terrorism, civil commotion, strike, lockout or other labor dispute, fire, flood legislation, sanctions, civil war, trade embargo or any economic or other cause beyond the reasonable control of any party but excluding any of the above events which is caused by any act, omission or default of any part.

ARTICLE 10

10.1 MISCELLANEOUS PROVISIONS

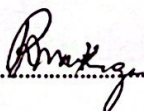
10.1.1 Except in the case of express waiver, the fact that on Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event a waiver, or abandonment of the rights not exercised.

10.1.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

10.1.3 This Agreement shall be in English Language and in Three (3) originals each being authentic.

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner:-

SIGNED AND DELIVERED at DAR ES SALAAM by the
Said **REVOCATUS MUJUNGU MAKARANGA** who was

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:

Witnessed by: **CAESSAR A. SHAYO (Advocate)**
Signature: 

Drawn By: **CAESSAR A. SHAYO** Phone no. **+255 656 751075/787 751 075,**
Email: **caessarshayo@gmail.com**



Identified to me by Catherine Kennedy

[Signature]

Later known to me personally in my

VENDOR

Presence this 23rd day of JANUARY, 2024.

BEFORE ME:

NAME: CAESSAR A. SHAYO

SIGNATURE: [Signature]

QUALIFICATION: ADVOCATE

ADDRESS: 3400 DAR ES SALAAM



CONFIRMATION OF OWNERSHIP OF PURCHASED LAND BY VILLAGE COUNCIL

We, as the leaders and members of the KISEMVULE VILLAGE AT MKURANGA DISTRICT-COAST REGION CONFIRMS THE FOLLOWINGS:

- I. THAT MR. REVOCATUS MUJUNGU MAKARANGA IS LEGAL OWNER OF THE SURVEYED PIECE OF LAND KNOWN AS PLOT NO 13, BLOCK "H", WITH MEASUREMENT 14,082SQM SITUATED AT KISEMVULE MKARANGA DISTRICT-COAST REGION'
- II. THAT THE SAID PIECE OF LAND HAS NO ANY DISPUTE ON ISSUE OF OWNERSHIP AND IT IS FREE FROM ANY ENCIMBRACES.
- III. ATTACH WITH THIS LETTER OF CONFIRMATION TO THE PURCHASER DATED 14TH DAY OF DECEMBER, 2023, LETTER DATED 23RD DAY OF OCTOBER, 2023 ALL OF THEM MARKED AS ANNEXTURE CF-1

VENDOR SIGNATURE: [Signature]

PURCHASER SIGNATURE: [Signature]

PURCHASER SIGNATURE:.....


Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: [Signature]

Drawn By: CAESSAR A. SHAYO Phone no: +255 660 751075/787 751 075,
Email: caessarshayo@gmail.com

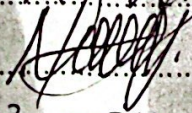



IV. THAT SIGNING THIS AGREEMENT WE ACKNOWLEDGE THE ISSUANCE OF LEGAL DOCUMENT FOR CONFIRMATION OF OWNERSHIP OF THE VENDOR DATED 24TH DAY OF AUGUST, 2023. ATTACHED WITH THIS AGREEMENT MARKED AS ANNEXURE CF-2 AND FORMS PARTY OF THIS AGREEMENT

WITNESSTH;

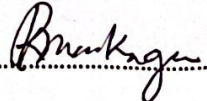
NAME: ROSEMARY CHILIMBA
SIGNATURE: 
DATE: JAN-23-2024
DESIGNATION: VEO

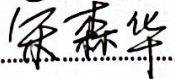


NAME: OTHMAN R. NATEPA
SIGNATURE: 
DATE: JAN-23-2024
DESIGNATION: M/KII

NAME: OMARI A. MOKUNGO
SIGNATURE: 
DATE: JAN-23-2024
DESIGNATION: MWENYEKITI S/KIISI



VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Date: JAN-23-2024

Drawn By: CAESSAR A. SHAYO
Email: caessarshayo@gmail.com
Phone no. +255 056 751075/787 751 075,



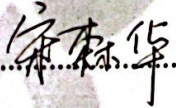
SEALED with the COMMON SEAL of
HEROCEAN ENTERPRISES (T) LIMITED
in our presence this... 23rd.....
Day of ... JANUARY..... 2024.



COMPANY SEAL

In the presence of authorized personnel of the Company:

Full name: SONG SENHUA

Signature: 

Postal Address: P. O. Box 25505, DAR ES SALAAM

Designation: Director


Full name:

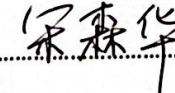
Signature:

Postal Address: P. O. Box 25505, DAR ES SALAAM.

Designation: DIRECTOR


BEFORE ME:

VENDOR SIGNATURE: 

PURCHASER SIGNATURE: 

PURCHASER SIGNATURE:

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature: 

Drawn By: 
Email: caessarshayo@gmail.com,
Phone no: +255 656 751075/787 751 075,



Name: CAESSAR A. SHAYO,
Qualification: Advocate,
Postal Address: P.O. Box 3400 Dar Es Salaam
Signature:



VENDOR SIGNATURE:

PURCHASER SIGNATURE:

PURCHASER SIGNATURE:

Witnessed by: CAESSAR A. SHAYO (Advocate)
Signature:



Drawn By:, Phone no: 255 656 751075/787 751 075,
Email: caessarshayo@gmail.com,

