



KAMAL ALLOYS LIMITED
(KAMAL INDUSTRIAL ESTATE)

LAND SALE AGREEMENT

BETWEEN

KAMAL ALLOYS LIMITED

AND

**BOSPHORUS
MANUFACTURING
LIMITED**

Dar es Salaam, Tanzania



LAND SALE AGREEMENT

Made this ⁹ day of ^{JANUARY} 2024

BY AND BETWEEN

KAMAL ALLOYS LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania with registration number 65617, of P. O. Box – 10392, Dar es Salaam (hereinafter referred to as “THE SELLER”) of the one part;

AND

BOSPHORUS MANUFACTURING LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania of P. O. Box 33934 Dar es Salaam (hereinafter referred to as “THE PURCHASER”) of the one part;

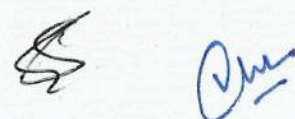
WHEREAS the Seller has acquired land at Kerege area in Bagamoyo District, Pwani Region and subdivided it into several plots and developed thereat infrastructures to set up an Industrial estate/park.

AND WHEREAS the Purchaser has approached the Seller for demising and selling to it all the piece of land comprised in the Right of Occupancy registered under Certificate of Title No. 137766 Plot no. 146, (the “Property”) in the Seller’s industrial park/estate stated herein and in totality containing 2112 Square Meters and more particularly are as described in the title deed copy of which is attached to this agreement to form a part of this agreement.

AND WHEREAS the Seller has agreed and is desirous to sell to the Purchaser the said piece of land described above within the district limits of Bagamoyo in Kerege area containing 2112 Square Meters and the Purchaser is desirous of purchasing the said piece of land for the terms and conditions stated herein.

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS: -

- A. That the Seller is hereby selling the piece of land with the descriptions as explained and stated herein above to the Purchaser with all improvements



thereon for the consideration of the sum of United States Dollars 17.00 Per square meter.

- B. That the Purchaser shall pay to the Seller the total sum of United States Dollars 35,904 for all 2112 Square Meters the subject of this agreement.
- C. The purchase price of the piece of land stated and described herein above shall be paid by the Purchaser to the Seller in the manner and modes as follows:
- (i) The total purchase price of the United States Dollar 35,904 shall be paid within 5 days from the date of signing of this agreement by both parties.
 - (ii) The purchase price shall be made in the following bank account;
Bank Name: BANK OF INDIA(T) LIMITED
Account name: KAMAL ALLOYS LIMITED
Account number: 36012020000360
Swift code: BKIDTZZ
- D. That by signing of this agreement by all the parties and upon payments of the full purchase price as stated herein, the Seller shall handle over the land mentioned herein to the Purchaser with the original Title deed and all documents concerning the said piece of land if any and from the date of payments of the purchase price in full, the land described herein with all improvement thereon shall be the property of the Purchaser and the transfer of ownership through TANZANIA INVESTMENT CENTER as required by the laws of Tanzania shall be affected.
- E. The Purchaser shall pay all costs (i.e attorney's fees, transfer fees, Tanzania Investment Center fees and charges if any, and stamp duty) for the transfer of the properties the subject herein from the name of the Seller to its name through the TANZANIA INVESTMENT CENTER.
- F. The Sellers have freely and without any undue influence, cheating, coercion or misrepresentation whatsoever consented and agreed to sale the landed property with the description and stated herein above to the Purchaser and the purchase is hereby buying the said land free from any encumbrances.
- G. That the Property is sold to the Purchaser by the Sellers subject to all interest and rights over the property and other matters subject to which the Sellers hold the right of occupancy.
- H. The land with all improvements thereon is sold in the condition in which it stands as at the date of this Agreement and the Seller shall assist and



cooperate with the purchaser to make sure that, the ownership of the same is transferred from the Seller to the Purchaser after payment of the purchase price in full.

- I. That from the date of signing of this agreement by the parties, the Purchaser shall be responsible for land rent and any other payments and charges payable to the Government of Tanzania over the land purchased and shall take all approvals from the Municipal authorities before carrying out any construction activity.
- J. Parties hereto agree that consequent to full payment of the purchase price they shall execute a Deed of Transfer of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be obtained consent from the Authorities if any. Should any consent be withheld for any reason, and should the withheld consent make the land transfer invalid; or should the transfer to the Purchaser fail, the Seller agrees that a refund of the Purchase price herein and land rents already paid shall be made to the Purchaser.
- K. The capital gain Tax shall be paid by the Seller. And the Seller shall provide the valuation report.
- L. The Purchaser shall be duty bound to pay service charges to the management of an Industrial Park/estate as shall be appointed by the Seller from time to time. The service charges shall be used for; lighting, security, infrastructures and other matters outside the land purchased/common areas but within the entire Industrial Park.
- M. Service charges shall be the sum of the United States Dollars 10 cents (ten cents) per each square meter purchased and the same shall be paid yearly on and or before the 31 January of every year commencing from January 2024. By mutual agreement between the parties herein, the service charges may be reviewed from time to time. In the event for the Purchaser to have failed to pay the service charges as agreed herein, the Seller and the management of the Industrial Park as appointed by the Seller shall have a cause of action against the Purchaser and may demand payment of the service charge with an interest of the United State Dollars 5 cents per months for each square meter purchased from the date of default to pay to the date of payment in full of the service charge at issue.
- N. This Agreement (together with the documents referred to herein ie Land forms, title deed, valuation reports, Board Resolution or Power of Attorney,



constitutes the entire Agreement between the parties in relation to the transactions referred to herein;

- O. In the event of a party to this agreement to breach any of its obligations stated herein, it shall be liable to compensate the innocent party for any loss it would have been suffered.
- P. No variation of the terms of this agreement or of any other documents referred to herein shall be effective unless it is in writing and signed by the parties hereto;
- R. The Purchaser shall neither make any excavation upon any part of the purchased land nor remove any stone, sand gravel, or clay therefrom except for the purpose of forming foundations of building, office, plant erection and boundary wall and any other activity necessary for the erection/construction of plant, machinery, buildings and factory.
- S. That upon breach of the contract between the parties mentioned herein, the matter shall be solved amicably, and if it fails the innocent party may proceed to refer the matter to the Court of law with Jurisdiction in the United Republic of Tanzania.
- T. This Agreement shall be construed and governed by the Laws of the United Republic of Tanzania

IN WITNESS whereof this agreement has been executed and delivered as on the date and in the manner shown herein below: -

SEALED with the COMPANY SEAL of the
Said **KAMAL ALLOYS LIMITED**

At Dar es Salaam in our presence

This 9 day of JANUARY 2024

SEAL



Name; Samer S. Gupta

Signature [Signature]
BMC

Postal Address P.O. Box 10392 Dsm

Designation; Director

[Signature] [Signature]

Name; Vaibhav Chaudhary
Signature [Signature]
Postal Address P.O. Box 10392, DSM
Designation; General Manager

SEALED with the COMPANY SEAL of the
Said **BOSPHORUS MANUFACTURING LIMITED**
At Dar es Salaam in our presence
This ^{9th} day of January 2024



Name; Necmettin Kelos
Signature [Signature]
Postal Address 33934 DSM
Designation; Director

Name; AMINA MUSSA JETFI
Signature [Signature]
Postal Address 33934 DSM
Designation; COMPANY SECRETARY

BEFORE ME;

Name JOSEPH N. MWAUKUGILE
Signature [Signature]
Title ADVOCATE
Date 09/01/2024



[Signature] [Signature]



KAMAL ALLOYS LIMITED
(KAMAL INDUSTRIAL ESTATE)



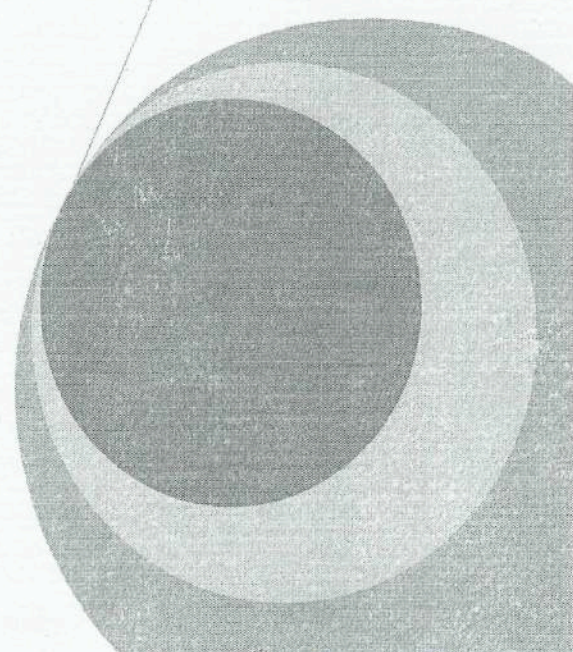
LAND SALE AGREEMENT

BETWEEN

KAMAL ALLOYS LIMITED

AND

**BOSPHORUS
MANUFACTURING
LIMITED**
Dar es Salaam, Tanzania



[Handwritten signature]

LAND SALE AGREEMENT

Made this.....⁹ day of JANUARY 2024

BY AND BETWEEN

KAMAL ALLOYS LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania with registration number 65617, of P. O. Box – 10392, Dar es Salaam (hereinafter referred to as “THE SELLER”) of the one part;

AND

BOSPHORUS MANUFACTURING LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania of P. O. Box 33934 Dar es Salaam (hereinafter referred to as “THE PURCHASER”) of the one part;

WHEREAS the Seller has acquired land at Kerege area in Bagamoyo District, Pwani Region and subdivided it into several plots and developed thereat infrastructures to set up an Industrial estate/park.

AND WHEREAS the Purchaser has approached the Seller for demising and selling to it all the piece of land comprised in the Right of Occupancy registered under Certificate of Title No. 137901 Plot no. 147, (the “Property”) in the Seller’s industrial park/estate stated herein and in totality containing 2282 Square Meters and more particularly are as described in the title deed copy of which is attached to this agreement to form a part of this agreement.

AND WHEREAS the Seller has agreed and is desirous to sell to the Purchaser the said piece of land described above within the district limits of Bagamoyo in Kerege area containing 2282 Square Meters and the Purchaser is desirous of purchasing the said piece of land for the terms and conditions stated herein.

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS: -

- A. That the Seller is hereby selling the piece of land with the descriptions as explained and stated herein above to the Purchaser with all improvements



thereon for the consideration of the sum of United States Dollars 17.00 Per square meter.

- B. That the Purchaser shall pay to the Seller the total sum of United States Dollars 38,794 for all 2282 Square Meters the subject of this agreement.
- C. The purchase price of the piece of land stated and described herein above shall be paid by the Purchaser to the Seller in the manner and modes as follows:
- (i) The total purchase price of the United States Dollars 38,794 shall be paid within 5 days from the date of signing of this agreement by both parties.
 - (ii) The purchase price shall be made in the following bank account;
Bank Name: BANK OF INDIA(T) LIMITED
Account name: KAMAL ALLOYS LIMITED
Account number: 36012020000360
Swift code: BKIDTZZ
- D. That by signing of this agreement by all the parties and upon payments of the full purchase price as stated herein, the Seller shall handle over the land mentioned herein to the Purchaser with the original Title deed and all documents concerning the said piece of land if any and from the date of payments of the purchase price in full, the land described herein with all improvement thereon shall be the property of the Purchaser and the transfer of ownership through TANZANIA INVESTMENT CENTER as required by the laws of Tanzania shall be affected.
- E. The Purchaser shall pay all costs (i.e attorney's fees, transfer fees, Tanzania Investment Center fees and charges if any, and stamp duty) for the transfer of the properties the subject herein from the name of the Seller to its name through the TANZANIA INVESTMENT CENTER.
- F. The Sellers have freely and without any undue influence, cheating, coercion or misrepresentation whatsoever consented and agreed to sale the landed property with the description and stated herein above to the Purchaser and the purchase is hereby buying the said land free from any encumbrances.
- G. That the Property is sold to the Purchaser by the Sellers subject to all interest and rights over the property and other matters subject to which the Sellers hold the right of occupancy.
- H. The land with all improvements thereon is sold in the condition in which it stands as at the date of this Agreement and the Seller shall assist and



cooperate with the purchaser to make sure that, the ownership of the same is transferred from the Seller to the Purchaser after payment of the purchase price in full.

- I. That from the date of signing of this agreement by the parties, the Purchaser shall be responsible for land rent and any other payments and charges payable to the Government of Tanzania over the land purchased and shall take all approvals from the Municipal authorities before carrying out any construction activity.
- J. Parties hereto agree that consequent to full payment of the purchase price they shall execute a Deed of Transfer of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be obtained consent from the Authorities if any. Should any consent be withheld for any reason, and should the withheld consent make the land transfer invalid; or should the transfer to the Purchaser fail, the Seller agrees that a refund of the Purchase price herein and land rents already paid shall be made to the Purchaser.
- K. The capital gain Tax shall be paid by the Seller. And the Seller shall provide the valuation report.
- L. The Purchaser shall be duty bound to pay service charges to the management of an Industrial Park/estate as shall be appointed by the Seller from time to time. The service charges shall be used for; lighting, security, infrastructures and other matters outside the land purchased/common areas but within the entire Industrial Park.
- M. Service charges shall be the sum of the United States Dolars 10 cents (ten cents) per each square meter purchased and the same shall be paid yearly on and or before the 31 January of every year commencing from January 2024. By mutual agreement between the parties herein, the service charges may be reviewed from time to time. In the event for the Purchaser to have failed to pay the service charges as agreed herein, the Seller and the management of the Industrial Park as appointed by the Seller shall have a cause of action against the Purchaser and may demand payment of the service charge with an interest of the United State Dollars 5 cents per months for each square meter purchased from the date of default to pay to the date of payment in full of the service charge at issue.
- N. This Agreement (together with the documents referred to herein ie Land forms, title deed, valuation reports, Board Resolution or Power of Attorney,

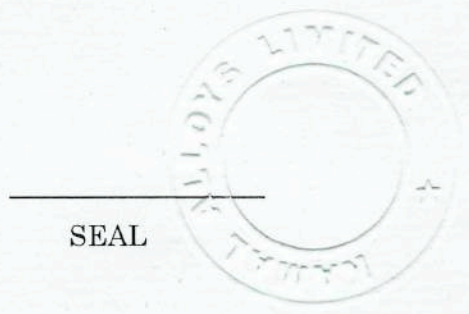


constitutes the entire Agreement between the parties in relation to the transactions referred to herein;

- O. In the event of a party to this agreement to breach any of its obligations stated herein, it shall be liable to compensate the innocent party for any loss it would have been suffered.
- P. No variation of the terms of this agreement or of any other documents referred to herein shall be effective unless it is in writing and signed by the parties hereto;
- R. The Purchaser shall neither make any excavation upon any part of the purchased land nor remove any stone, sand gravel, or clay therefrom except for the purpose of forming foundations of building, office, plant erection and boundary wall and any other activity necessary for the erection/construction of plant, machinery, buildings and factory.
- S. That upon breach of the contract between the parties mentioned herein, the matter shall be solved amicably, and if it fails the innocent party may proceed to refer the matter to the Court of law with Jurisdiction in the United Republic of Tanzania.
- T. This Agreement shall be construed and governed by the Laws of the United Republic of Tanzania

IN WITNESS whereof this agreement has been executed and delivered as on the date and in the manner shown herein below: -

SEALED with the COMPANY SEAL of the
Said **KAMAL ALLOYS LIMITED**
At Dar es Salaam in our presence
This 9 day of JANUARY 2024

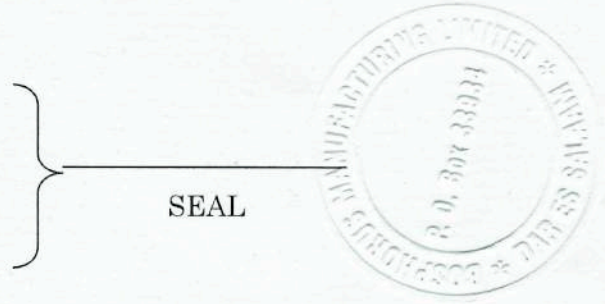


Name; Sameer S. Gupta
Signature [Signature]
Postal Address P.O. BOX 10392 DSW
Designation; Director

[Signature]

Name; Vaibhav Chauhane
Signature [Signature]
Postal Address P.O. Box - 10392, DSM
Designation; General Manager

SEALED with the COMPANY SEAL of the
Said **BOSPHORUS MANUFACTURING LIMITED**
At Dar es Salaam in our presence
This 9th day of January, 2024



Name; Necrettin Keles
Signature [Signature]
Postal Address 33934 DSM
Designation; Director

Name; AMINA MUCCA SETFY
Signature [Signature]
Postal Address 33934 DSM
Designation; COMPANY SECRETARY

BEFORE ME;

Name JOSEPH N. MWAUKUGILE
Signature [Signature]
Title ADVOCATE
Date 09/01/2024



[Signature]



KAMAL ALLOYS LIMITED
(KAMAL INDUSTRIAL ESTATE)



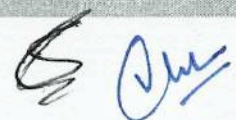
LAND SALE AGREEMENT

BETWEEN

KAMAL ALLOYS LIMITED

AND

**BOSPHORUS
MANUFACTURING
LIMITED**
Dar es Salaam, Tanzania



LAND SALE AGREEMENT

Made this...⁹ day of JANUARY 2024

BY AND BETWEEN

KAMAL ALLOYS LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania with registration number 65617, of P. O. Box – 10392, Dar es Salaam (hereinafter referred to as “THE SELLER”) of the one part;

AND

BOSPHORUS MANUFACTURING LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania of P. O. Box 33934 Dar es Salaam (hereinafter referred to as “THE PURCHASER”) of the one part;

WHEREAS the Seller has acquired land at Kerege area in Bagamoyo District, Pwani Region and subdivided it into several plots and developed thereat infrastructures to set up an Industrial estate/park.

AND WHEREAS the Purchaser has approached the Seller for demising and selling to it all the piece of land comprised in the Right of Occupancy registered under Certificate of Title No. 143905 Plot no. 150, (the “Property”) in the Seller’s industrial park/estate stated herein and in totality containing 2240 Square Meters and more particularly are as described in the title deed copy of which is attached to this agreement to form a part of this agreement.

AND WHEREAS the Seller has agreed and is desirous to sell to the Purchaser the said piece of land described above within the district limits of Bagamoyo in Kerege area containing 2240 Square Meters and the Purchaser is desirous of purchasing the said piece of land for the terms and conditions stated herein.

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS: -

- A. That the Seller is hereby selling the piece of land with the descriptions as explained and stated herein above to the Purchaser with all improvements



thereon for the consideration of the sum of United States Dollars 17.00 Per square meter.

- B. That the Purchaser shall pay to the Seller the total sum of United States Dollars 38,080 for all 2240 Square Meters the subject of this agreement.
- C. The purchase price of the piece of land stated and described herein above shall be paid by the Purchaser to the Seller in the manner and modes as follows:
- (i) The total purchase price of the United States Dollars 38,080 shall be paid within 5 days from the date of signing of this agreement by both parties.
 - (ii) The purchase price shall be made in the following bank account;
Bank Name: BANK OF INDIA(T) LIMITED
Account name: KAMAL ALLOYS LIMITED
Account number: 36012020000360
Swift code: BKIDTZZ
- D. That by signing of this agreement by all the parties and upon payments of the full purchase price as stated herein, the Seller shall hand over the land mentioned herein to the Purchaser with the original Title deed and all documents concerning the said piece of land if any and from the date of payments of the purchase price in full, the land described herein with all improvement thereon shall be the property of the Purchaser and the transfer of ownership through TANZANIA INVESTMENT CENTER as required by the laws of Tanzania shall be affected.
- E. The Purchaser shall pay all costs (i.e attorney's fees and transfer fees, Tanzania Investment Center fees and charges if any, and stamp duty) for the transfer of the properties the subject herein from the name of the Seller to its name through the TANZANIA INVESTMENT CENTER.
- F. The Sellers have freely and without any undue influence, cheating, coercion or misrepresentation whatsoever consented and agreed to sale the landed property with the description and stated herein above to the Purchaser and the purchase is hereby buying the said land free from any encumbrances.
- G. That the Property is sold to the Purchaser by the Sellers subject to all interest and rights over the property and other matters subject to which the Sellers hold the right of occupancy.
- H. The land with all improvements thereon is sold in the condition in which it stands as at the date of this Agreement and the Seller shall assist and



cooperate with the purchaser to make sure that, the ownership of the same is transferred from the Seller to the Purchaser after payment of the purchase price in full.

- I. That from the date of signing of this agreement by the parties, the Purchaser shall be responsible for land rent and any other payments and charges payable to the Government of Tanzania over the land purchased and shall take all approvals from the Municipal authorities before carrying out any construction activity.
- J. Parties hereto agree that consequent to full payment of the purchase price they shall execute a Deed of Transfer of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be obtained consent from the Authorities if any. Should any consent be withheld for any reason, and should the withheld consent make the land transfer invalid; or should the transfer to the Purchaser fail, the Seller agrees that a refund of the Purchase price herein and land rents already paid shall be made to the Purchaser.
- K. The capital gain Tax shall be paid by the Seller. And the Seller shall provide the valuation report.
- L. The Purchaser shall be duty bound to pay service charges to the management of an Industrial Park/estate as shall be appointed by the Seller from time to time. The service charges shall be used for; lighting, security, infrastructures and other matters outside the land purchased/common areas but within the entire Industrial Park.
- M. Service charges shall be the sum of the United States Dollar 10 cents (ten cents) per each square meter purchased and the same shall be paid yearly on and or before the 31 January of every year commencing from January 2024. By mutual agreement between the parties herein, the service charges may be reviewed from time to time. In the event for the Purchaser to have failed to pay the service charges as agreed herein, the Seller and the management of the Industrial Park as appointed by the Seller shall have a cause of action against the Purchaser and may demand payment of the service charge with an interest of the United State Dollars 5 cents per months for each square meter purchased from the date of default to pay to the date of payment in full of the service charge at issue.
- N. This Agreement (together with the documents referred to herein ie Land forms, title deed, valuation reports, Board Resolution or Power of Attorney,

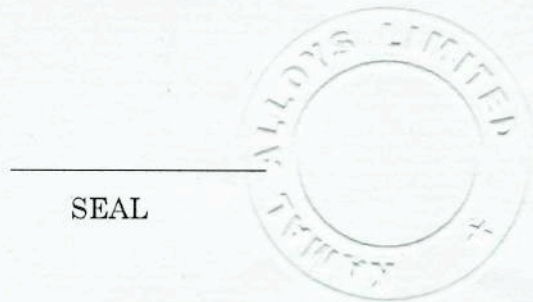


constitutes the entire Agreement between the parties in relation to the transactions referred to herein;

- O. In the event of a party to this agreement to breach any of its obligations stated herein, it shall be liable to compensate the innocent party for any loss it would have been suffered.
- P. No variation of the terms of this agreement or of any other documents referred to herein shall be effective unless it is in writing and signed by the parties hereto;
- R. The Purchaser shall neither make any excavation upon any part of the purchased land nor remove any stone, sand gravel, or clay therefrom except for the purpose of forming foundations of building, office, plant erection and boundary wall and any other activity necessary for the erection/construction of plant, machinery, buildings and factory.
- S. That upon breach of the contract between the parties mentioned herein, the matter shall be solved amicably, and if it fails the innocent party may proceed to refer the matter to the Court of law with Jurisdiction in the United Republic of Tanzania.
- T. This Agreement shall be construed and governed by the Laws of the United Republic of Tanzania

IN WITNESS whereof this agreement has been executed and delivered as on the date and in the manner shown herein below: -

SEALED with the COMPANY SEAL of the
Said **KAMAL ALLOYS LIMITED**
At Dar es Salaam in our presence
This 9 day of JANUARY 2024



Name; Sameer S. Gupta
Signature [Handwritten Signature]
Postal Address P.O. Box 10392 Dsm
Designation; Director

Name; Vaibhav Chauhan
Signature [Signature]
Postal Address P.O Box -10392, DSM
Designation; General Manager

SEALED with the COMPANY SEAL of the
Said **BOSPHORUS MANUFACTURING LIMITED**
At Dar es Salaam in our presence
This 9th day of January 2024

SEAL



Name; Necnetin Kales
Signature [Signature]
Postal Address 33934 DSM
Designation; Director

Name; AMINA MUSCA SEIFY
Signature [Signature]
Postal Address 33934 DSM
Designation; COMPANY SECRETARY



BEFORE ME;

Name JOSEPH N. MWAIKUGILE
Signature [Signature]
Title ADVOCATE
Date 09/01/2024



[Signature]



KAMAL ALLOYS LIMITED
(KAMAL INDUSTRIAL ESTATE)



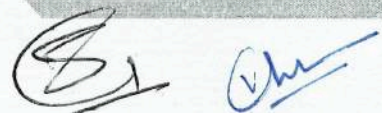
LAND SALE AGREEMENT

BETWEEN

KAMAL ALLOYS LIMITED

AND

**BOSPHORUS
MANUFACTURING
LIMITED**
Dar es Salaam, Tanzania



[Handwritten signatures]

LAND SALE AGREEMENT

Made this...⁹...day of JANUARY 2024

BY AND BETWEEN

KAMAL ALLOYS LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania with registration number 65617, of P. O. Box – 10392, Dar es Salaam (hereinafter referred to as “THE SELLER”) of the one part;

AND

BOSPHORUS MANUFACTURING LIMITED, a limited liability company established and existing under the Companies Act, 2002 of the Laws of Tanzania of P. O. Box 33934 Dar es Salaam (hereinafter referred to as “THE PURCHASER”) of the one part;

WHEREAS the Seller has acquired land at Kerege area in Bagamoyo District, Pwani Region and subdivided it into several plots and developed thereat infrastructures to set up an Industrial estate/park.

AND WHEREAS the Purchaser has approached the Seller for demising and selling to it all the piece of land comprised in the Right of Occupancy registered under Certificate of Title No. 144731 Plot no. 148, (the “Property”) in the Seller’s industrial park/estate stated herein and in totality containing 2440 Square Meters and more particularly are as described in the title deed copy of which is attached to this agreement to form a part of this agreement.

AND WHEREAS the Seller has agreed and is desirous to sell to the Purchaser the said piece of land described above within the district limits of Bagamoyo in Kerege area containing 2440 Square Meters and the Purchaser is desirous of purchasing the said piece of land for the terms and conditions stated herein.

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS: -

- A. That the Seller is hereby selling the piece of land with the descriptions as explained and stated herein above to the Purchaser with all improvements



thereon for the consideration of the sum of United States Dollars 17.00 Per square meter.

- B. That the Purchaser shall pay to the Seller the total sum of United States Dollars 41,480 for all 2440 Square Meters the subject of this agreement.
- C. The purchase price of the piece of land stated and described herein above shall be paid by the Purchaser to the Seller in the manner and modes as follows:
- (i) The total purchase price of the United States Dollars 41,480 shall be paid within 5 days from the date of signing of this agreement by both parties.
 - (ii) The purchase price shall be made in the following bank account;
Bank Name: BANK OF INDIA(T) LIMITED
Account name: KAMAL ALLOYS LIMITED
Account number: 36012020000360
Swift code: BKIDTZZ
- D. That by signing of this agreement by all the parties and upon payments of the full purchase price as stated herein, the Seller shall hand over the land mentioned herein to the Purchaser with the original Title deed and all documents concerning the said piece of land if any and from the date of payments of the purchase price in full, the land described herein with all improvement thereon shall be the property of the Purchaser and the transfer of ownership through TANZANIA INVESTMENT CENTER as required by the laws of Tanzania shall be affected.
- E. The Purchaser shall pay all costs (i.e attorney's fees and transfer fees, Tanzania Investment Center fees and charges if any, and stamp duty) for the transfer of the properties the subject herein from the name of the Seller to its name through the TANZANIA INVESTMENT CENTER.
- F. The Sellers have freely and without any undue influence, cheating, coercion or misrepresentation whatsoever consented and agreed to sale the landed property with the description and stated herein above to the Purchaser and the purchase is hereby buying the said land free from any encumbrances.
- G. That the Property is sold to the Purchaser by the Sellers subject to all interest and rights over the property and other matters subject to which the Sellers hold the right of occupancy.
- H. The land with all improvements thereon is sold in the condition in which it stands as at the date of this Agreement and the Seller shall assist and



cooperate with the purchaser to make sure that, the ownership of the same is transferred from the Seller to the Purchaser after payment of the purchase price in full.

- I. That from the date of signing of this agreement by the parties, the Purchaser shall be responsible for land rent and any other payments and charges payable to the Government of Tanzania over the land purchased and shall take all approvals from the Municipal authorities before carrying out any construction activity.
- J. Parties hereto agree that consequent to full payment of the purchase price they shall execute a Deed of Transfer of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be obtained consent from the Authorities if any. Should any consent be withheld for any reason, and should the withheld consent make the land transfer invalid; or should the transfer to the Purchaser fail, the Seller agrees that a refund of the Purchase price herein and land rents already paid shall be made to the Purchaser.
- K. The capital gain Tax shall be paid by the Seller. And the Seller shall provide the valuation report.
- L. The Purchaser shall be duty bound to pay service charges to the management of an Industrial Park/estate as shall be appointed by the Seller from time to time. The service charges shall be used for; lighting, security, infrastructures and other matters outside the land purchased/common areas but within the entire Industrial Park.
- M. Service charges shall be the sum of the United States Dollar 10 cents (ten cents) per each square meter purchased and the same shall be paid yearly on and or before the 31 January of every year commencing from January 2024. By mutual agreement between the parties herein, the service charges may be reviewed from time to time. In the event for the Purchaser to have failed to pay the service charges as agreed herein, the Seller and the management of the Industrial Park as appointed by the Seller shall have a cause of action against the Purchaser and may demand payment of the service charge with an interest of the United State Dollars 5 cents per months for each square meter purchased from the date of default to pay to the date of payment in full of the service charge at issue.
- N. This Agreement (together with the documents referred to herein ie Land forms, title deed, valuation reports, Board Resolution or Power of Attorney,



constitutes the entire Agreement between the parties in relation to the transactions referred to herein;

- O. In the event of a party to this agreement to breach any of its obligations stated herein, it shall be liable to compensate the innocent party for any loss it would have been suffered.
- P. No variation of the terms of this agreement or of any other documents referred to herein shall be effective unless it is in writing and signed by the parties hereto;
- R. The Purchaser shall neither make any excavation upon any part of the purchased land nor remove any stone, sand gravel, or clay therefrom except for the purpose of forming foundations of building, office, plant erection and boundary wall and any other activity necessary for the erection/construction of plant, machinery, buildings and factory.
- S. That upon breach of the contract between the parties mentioned herein, the matter shall be solved amicably, and if it fails the innocent party may proceed to refer the matter to the Court of law with Jurisdiction in the United Republic of Tanzania.
- T. This Agreement shall be construed and governed by the Laws of the United Republic of Tanzania

IN WITNESS whereof this agreement has been executed and delivered as on the date and in the manner shown herein below: -

SEALED with the COMPANY SEAL of the
Said **KAMAL ALLOYS LIMITED**

At Dar es Salaam in our presence

This 9 day of JANUARY 2024

SEAL



Name; Sameer S. Gupta

Signature [Handwritten Signature]

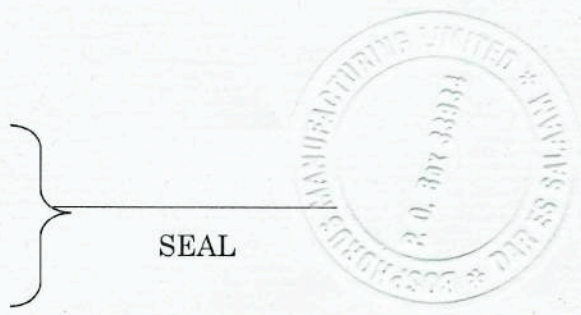
Postal Address P.O. Box 10392 D&M

Designation; Director

[Handwritten Signature]

Name; Vaibhav Chauhan
Signature [Handwritten Signature]
Postal Address P.O Box - 10392 DSM
Designation; General Manager

SEALED with the COMPANY SEAL of the
Said **BOSPHORUS MANUFACTURING LIMITED**
At Dar es Salaam in our presence
This 9th day of January 2024



Name; Necmettin Keles
Signature [Handwritten Signature]
Postal Address 33934 DSM
Designation; Director

Name; AMINA MUSSA SETU
Signature [Handwritten Signature]
Postal Address 33934 DSM
Designation; COMPANY SECRETARY



BEFORE ME;

Name Joseph N. Mwaikugile
Signature [Handwritten Signature]
Title ADVOCATE
Date 09/01/2024



[Handwritten Signature] [Handwritten Signature]