

SALE AGREEMENT

MADE BETWEEN

VICFISH LIMITED (VENDOR)

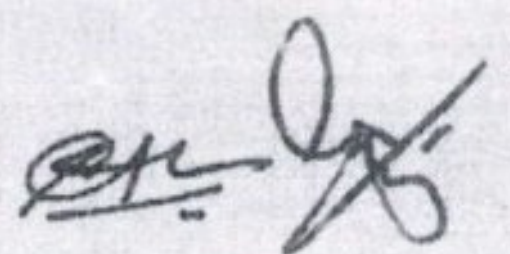
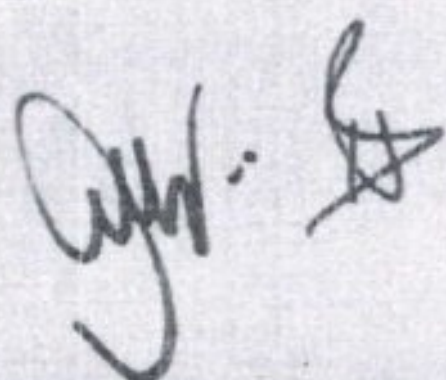
AND

SUPREME PERCH LIMITED (PURCHASER)

**FOR THE SALE OF BUSINESS UNIT SITUATED PLOT NO.
37 AND PLOT NO. 392 NYAMUKAZI, BUKOBA DISTRICT -
KAGERA REGION**

DRAWN BY:

**A & D Law Attorneys;
Plot No 228, House No 15,
Lukuledi Street,
Mikocheni
P.O. Box 34511,
DAR ES SALAAM**



THIS AGREEMENT is made on the 30th day of SEPTEMBER, 2021

BETWEEN

VICFISH LIMITED a limited liability company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box 1654, Mwanza, (hereinafter collectively referred to the "**Vendor**" which expression shall when the context so admits shall include their individual legal representatives, agents, assigns and successors in title) of one part;

AND

SUPREME PERCH LIMITED, a limited liability company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box **1139**, BUKOBA. (Hereinafter called the "**PURCHASER**" which expression shall where the context so admits include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The **Vendor** is the registered owner of a functioning fish processing factory, which is a complete business unit situated at Plot No. 37 and Plot No. 392 Nyamukazi, Bukoba District, Kagera Region, Tanzania with the improvements thereon fixtures and fittings together with the ongoing businesses conducted herein after referred to as "**The Business Unit**";

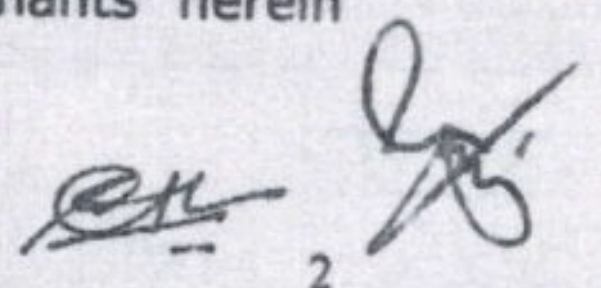
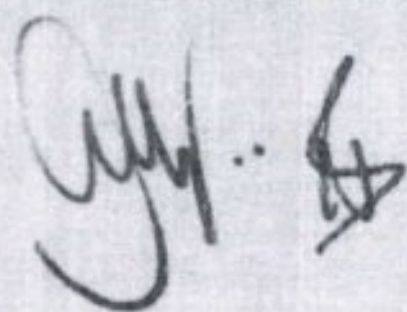
AND WHEREAS:

The **Vendor** is desirous of selling the said **Business Unit** and whereas The Purchaser is desirous and able to purchase the said **Business Unit** from the **Vendor** at a consideration of **Two Million Seven Hundred Forty One Thousand Two Hundred thirty Three United States Dollars (USD 2,741,233)**.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

That the **Vendor** hereby sells to the Purchaser and the Purchaser hereby buys from the **Vendor** the said **Business Unit** subject to the covenants herein


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contained and subject to the terms and conditions under which the said Business Unit was held by the **Vendor** prior to this Agreement.

2.0 The Consideration:

2.1 That in consideration of the Purchase Price of **Two Million Seven Hundred Forty One Thousand Two Hundred thirty Three United States Dollars (USD 2,741,233)** for the entire **Business Unit** situated at **Plot No. 37 and Plot No. 392**, the **Vendor** is hereby selling the **Business Unit** to the Purchaser and the Purchaser is hereby purchasing the Business Unit from the **Vendor** subject to the covenants herein contained Hereinafter referred to as the "Purchase Price")

2.2 That the business unit in paragraph 2.1 above includes;

Land and buildings	\$	1,800,000.00
Boilers, Generators and Machinery	\$	500,000.00
Furniture fitting and computers	\$	41,233.00
Motor vehicles	\$	400,000.00
Total	\$	2,741,233.00

2.3 That the Purchaser is aware that the said **Business Unit** has an encumbrance in terms of a bank loan with Exim Bank of **Two Million Four Hundred Ninety One Thousand Two Hundred Thirty Three United states Dollars (USD 2,491,233)**.

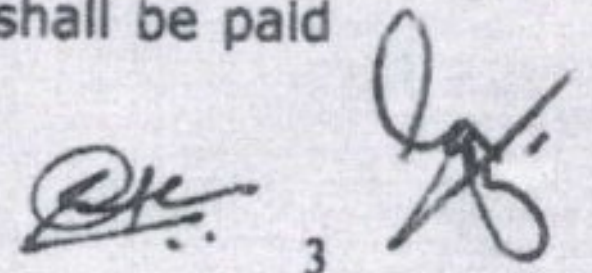
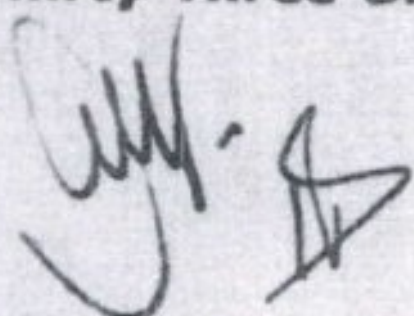
2.4 That the **Purchaser** has irrevocably agreed that he will take over the loan of with Exim Bank over the said **Business Unit** and that the repayment shall be made as per terms and conditions set out by the Exim Bank Limited and that by paying that loan, the **Purchaser** shall be paying part of the purchase price.

2.5 That the Purchase Price stipulated herein, shall be paid by the **Purchaser** to the **Vendor** upon in accordance with the provisions of clause 3 herein.

3.0 Mode of Payment of Purchase Price:

That Purchase Price stipulated herein shall be paid as under by the **Purchaser** to the **Vendor** as described herein below:

3.1 That the amount of **Two Million Four Hundred Ninety One Thousand Two Hundred Thirty Three United states Dollars (USD 2,491,233)** shall be paid



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to Exim Bank as per terms and conditions of the loan agreement together with the interest of the loan from the date of signing the agreement.

3.2 The amount of **Two Hundred Fifty Thousand United States Dollars (USD 250,000)** shall be paid directly to the **Vendor's** account immediately after signing the agreement.

3.3 That for avoidance of doubt, the **Purchaser** shall be introduced to Exim Bank so that they can take the loan with an amount in clause 3.1 and this shall be done simultaneously with the signing of the Sales Agreement as well as the hand-over of the copies of the documents of ownership of the Business Unit to the **Purchaser** as well as the **Vendor** handing over the Business Unit.

4.0 **TERMS OF PURCHASE**

4.1 The **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Business Unit.

4.2 The Business Unit is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.

4.3 The **Vendor** shall give vacant possession to the **Purchaser** immediately upon payment of the full consideration as stipulated under clause 3.1 and clause 3.2 of this agreement.

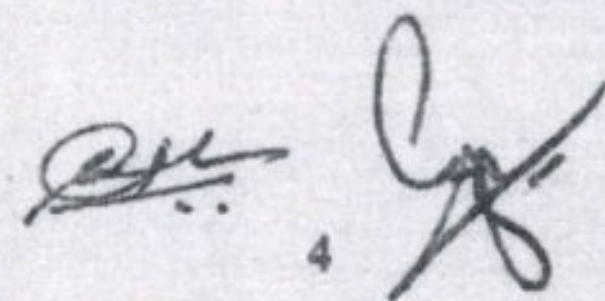
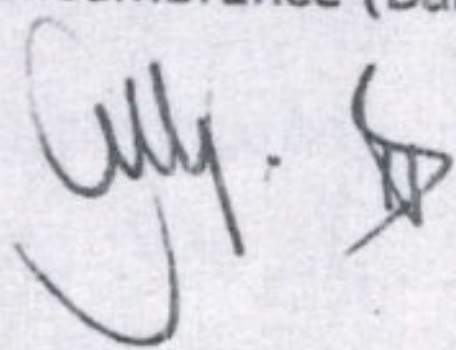
5.0 **POSSESSION OF THE BUSINESS UNIT AND DOCUMENTS OF TITLE PENDING COMPLETION**

5.1 Upon the payment as stipulated in clause 3.1 and 3.2 hereinabove, the **Vendor** undertakes to co-operate in the process of the transfer of the Business Unit in the name of the **Purchaser** including the signing of any document as shall be needed by the government authorities during the land transfer process.

5.2 The **Vendor** shall immediately upon signing this agreement introduce the **Purchaser** to the bank who in turn will transfer the loan to the **Purchaser** and terms and conditions of the bank.

5.3 The **Vendor** shall immediately upon signing this agreement vacate the premises of the Business Unit to allow the **Purchaser** to proceed with full use of the Business Unit together with all improvements on it.

5.4 The **Vendor** warrants that the **Business Unit** is free from any form of disputes but with an encumbrance (Bank loan with Exim Bank).



6.0 TRANSFER OF OWNERSHIP, SURRENDER AND CONVERSION OF USE OF THE PLOTS

6.1 The **Purchaser** undertakes to incur all costs related to transfer of ownership to their names and all other associated costs thereto.

PARTIES' COVENANTS

7.0 GENERAL COVENANTS

7.1 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party.

7.2 Nothing in this Agreement shall make the **Purchaser** liable in respect of anything done or omitted to be done in relation to the **Business Unit** by the Vendor prior to the due transfer of the **Business Unit** to the **Purchaser** and the Vendor shall indemnify the **Purchaser** in respect of any liability (which liability shall include, without limitation, all losses, costs, claims and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.

7.3 The Vendor covenants that it shall be responsible to clear any and all outstanding debts, land rent, outgoings, claims and or any amounts (if any) owed in reference to the **Business Unit** immediately after the signing of this agreement.

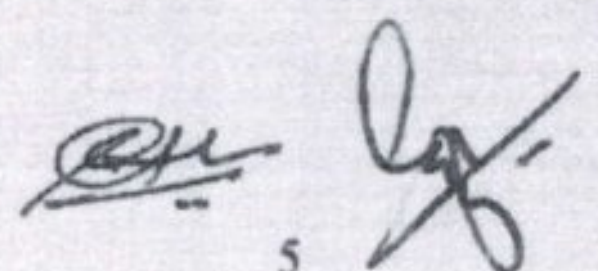
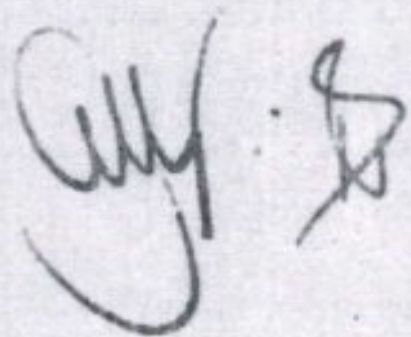
8.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with the **Purchaser** that:

8.1 The Vendor have the power to enter into and perform the obligations under this Agreement;

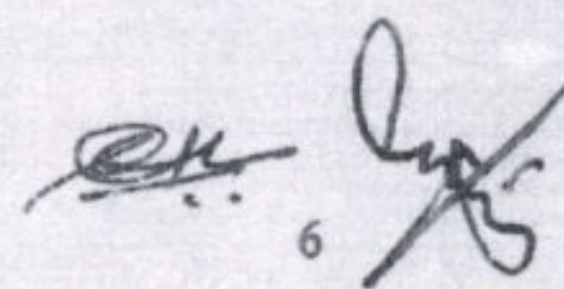
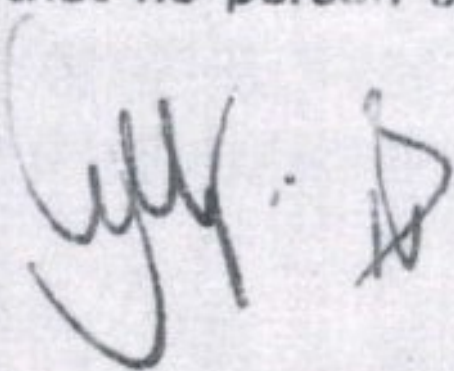
8.2 The Vendor have full authority to sell, transfer and dispose of the **Business Unit** and that it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the **Business Unit** in the manner herein provided;

8.3 The Vendor is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all its reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the **Business Unit**,



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- 8.4 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Vendor is** subject;
- 8.5 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor**, or require any consent under any agreement or other instrument to which the **Vendor is** a party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor is** a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 8.6 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquiries, is pending or threatened against him or the **Business Unit** as described herein.
- 8.7 The **Purchaser** has purchased the **Business Unit** subject to all terms of use applicable, and as was held by the **Vendor**, but with an encumbrance in terms of a bank loan;
- 8.8 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 8.9 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 8.10 The **Vendor** hereby unconditionally and irrevocably confirms and warrants that as at the date of this Agreement all the terms and conditions affecting the **Business Unit** have been complied with and that neither the **Vendor** nor any other person has breached any of the said terms and conditions affecting the **Business Unit** and the **Vendor** hereby further irrevocably and unconditionally warrant and confirm that and that no person other than the **Vendor** has any right or title to



the **Business Unit** and the **Business Unit** has not been and will not be allocated to any other person.

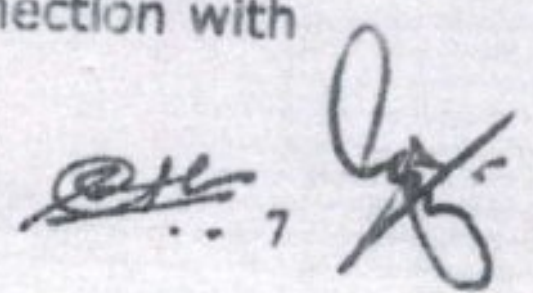
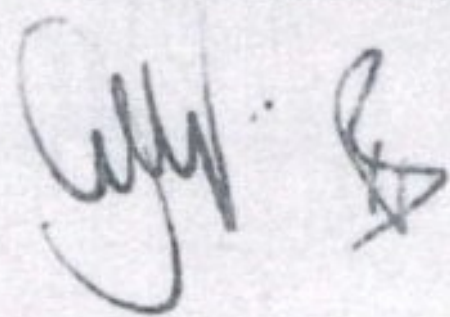
9.0 INDEMNITY

- 9.1 The Vendor hereby irrevocably undertakes to indemnify and keep indemnified the **Purchaser** against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach.

10.0 COVENANTS BY THE PURCHASER

The **Purchaser** hereby covenants with the **Vendor** that:

- 10.1 It has the power to enter into and perform its obligations under this Agreement;
- 10.2 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 10.3 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order to which the **Purchaser** is subject;
- 10.4 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Purchaser**, or require any consent under any agreement or other instrument to which the **Purchaser** is a party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the **Purchaser**. The transactions provided for in any other material contracts to which the **Purchaser** is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 10.5 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it;
- 10.6 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with



the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

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

11.0 NON ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the parties and the parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the prior written consent of all the parties hereto.

12.0 MISREPRESENTATIONS

Any representation or statement made or deemed to be made by the Vendor herein or any other document delivered by or on behalf of the Vendor under or in connection with this agreement is or proves to have been incorrect or misleading when made or deemed to be made.

13.0 COSTS

13.1 General costs:

Each party shall be responsible for their respective legal costs incurred with respect to the preparation and implementation of this Agreement.

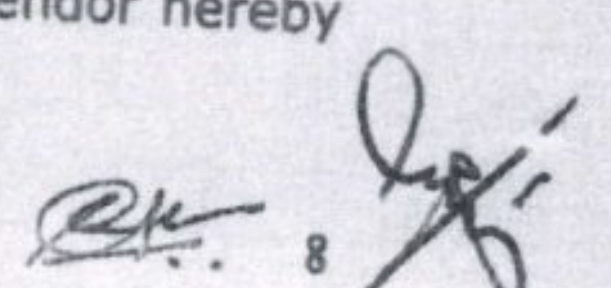
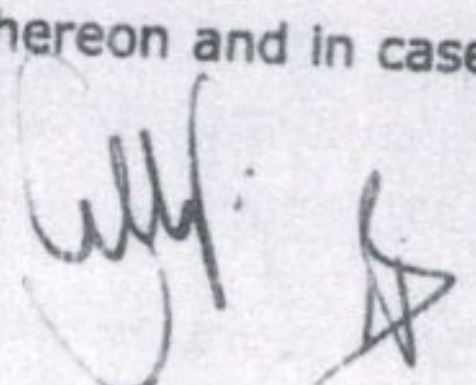
13.2 The Capital Gains Tax and Other Costs:

Capital Gains Tax that may be charged on the transfer of the land to the **Purchaser** shall be borne by the Vendor and all other costs associated with the land transfer shall be borne by the **Purchaser**.

14.0 BOUNDARIES AND PLOT SIZE

14.1 The Vendor warrants that to the best of its knowledge all the boundary relating to the plot is in place and unaltered and that the size as indicated on the survey plan is correct and accurate.

14.2 The Vendor warrants that to the best of its knowledge there are no past or existing disputes in reference with the boundaries of the subject plot with any of the neighbours thereon and in case of any boundary dispute, the Vendor hereby



irrevocably undertake to have the same settled. This clause shall survive the completion of each parties obligations after the signing of this agreement.

15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

15.1 The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.

15.2 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

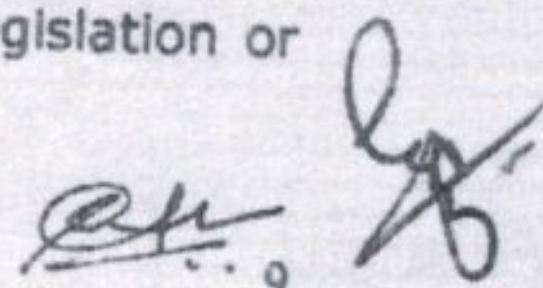
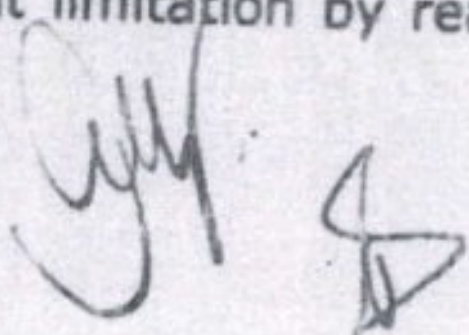
16.0 FORCE MAJEURE

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

16.2 If either party is unable to perform his duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 21.1 below, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety days and substantially affects the commercial intention of this Agreement, the party unable to perform the agreement has the right to rescind the agreement as long as such party gives a written notice to the other party of the rescission, and the provision for failure to obtain the commissioner's approval shall apply mutatis mutandis.

17.0 ILLEGALITY

17.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or



other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters this Agreement, the parties shall, negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

18.0 AMENDMENT AND WAIVER


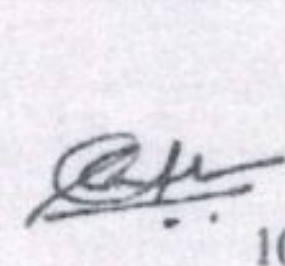
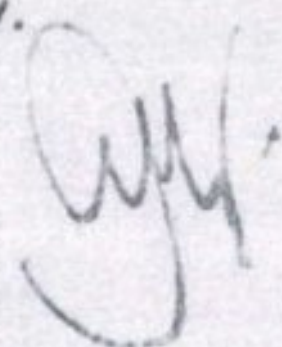
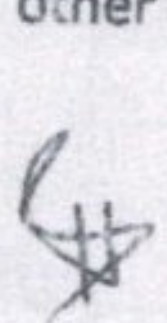
- 18.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties.
- 18.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

19.0 NOTICES

- 19.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by e-mail shall be deemed to have been served on the same day of dispatch.

20.0 CONFIDENTIALITY

- 20.1 Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.
- 20.2 Neither party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.



20.3 Notwithstanding the above, either party and any person controlled by it may disclose information which would otherwise be confidential if and to the extent:

20.3.1 Required by law;

20.3.2 Disclosed to professional advisers, auditors and bankers of each party;

20.4 Neither party is under a duty to treat any information as confidential which:

20.4.1 Is generally known or easily ascertainable by third parties of ordinary skill in the business of either party;

20.4.2 Is independently known to a party without any reliance on confidential information disclosed by the other party; or

20.4.3 Is or later becomes part of the public domain or may be lawfully obtained from either party from a non-party to this Agreement.

20.5 Any party that breaches this confidentiality clause shall indemnify the aggrieved party for any losses and/or damages incurred as a result.

21.0 TERMINATION

21.1 This agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but are not limited to:-

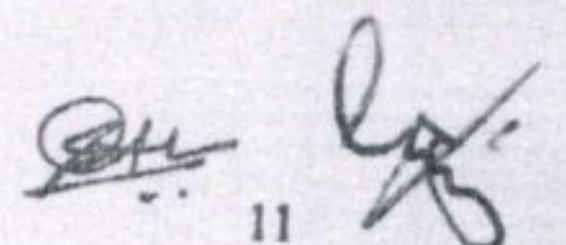
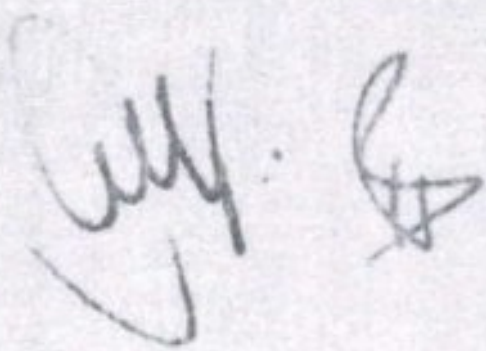
21.2 Material breach of the conditions set forth herein PROVIDED THAT such breach remains uncured for a period of 14 days from the date of notification of such breach by the innocent party.

21.3 Failure to make full and prompt payment of the purchase price by the **Purchaser** to the **Vendor** as stipulated in clause 3.2 herein.

21.4 Upon the occurrence of instances of Force Majeure as stipulated in clause 19.0 herein.

21.5 Upon insolvency and/or liquidation of either of the parties to this agreement.

21.6 Upon execution of all obligations as stipulated in this agreement.



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

SEALED with the COMMON SEAL of the said
VICFISH LIMITED and
DELIVERED at DAR ES SALAAM in the
the presence of us this 30 day of SEPTEMBER 2021.
VENDOR



Name: HARKISHAN BHAGAT
Signature: [Handwritten Signature]
Postal Address P. O. BOX 2978, DAR ES SALAAM
Designation: DIRECTOR

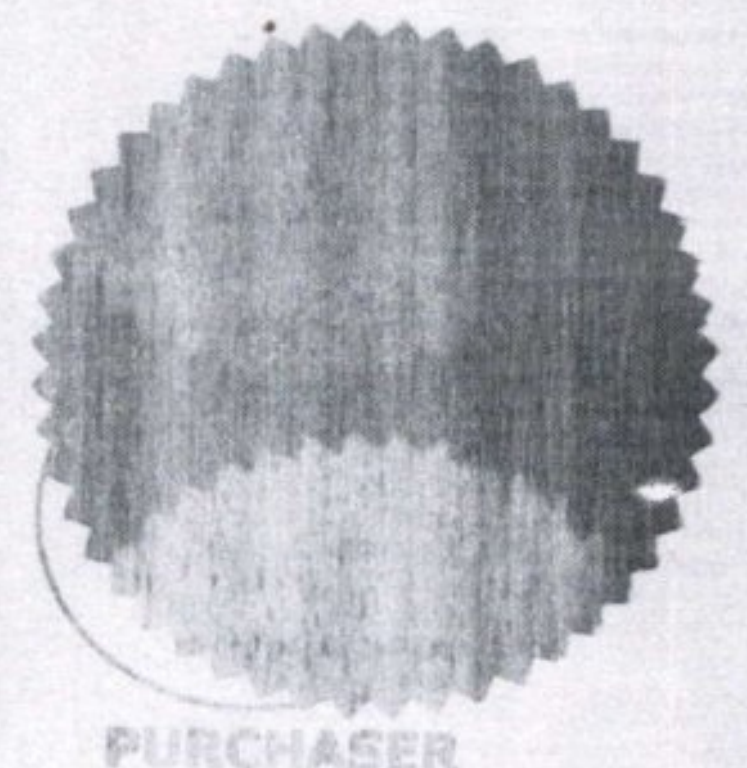
Name: [Handwritten Name]
Signature: [Handwritten Signature]
Postal Address 11346 Mwanza
Designation: Director

WITNESS BY:

.....
COMMISSION FOR OATHS



SEALED with the COMMON SEAL of the said
SUPREME PERCH LIMITED and
DELIVERED at BUKOBA in the
the presence of us this ____ day of _____ 2021.



Name: SAJU THANEAPPAN
Signature: [Handwritten Signature]
Postal Address _____
Designation: DIRECTOR

Name: SMITHA SAJU

Signature: *[Handwritten Signature]*

Postal Address _____

Designation: DIRECTOR

WITNESS BY: *[Handwritten Signature]*



.....
COMMISSION FOR OATHS

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