

AGREEMENT FOR TRANSFER OF A RIGHT OF OCCUPANCY

MADE BETWEEN

MARY EDWARD AMRI & EMMA MARK KEA

AND

WANHE TIANYI REAL ESTATE INVESTMENT COMPANY LIMITED

IN RESPECT OF THE PROPERTY LOCATED AT PLOT NO. 865 MSASANI BEACH, KINONDONI MUNICIPAL, WITHIN DAR-ES-SALAAM HAVING TITTLE NO. DSMT1065623

THIS AGREEMENT is made on the 23rd day of OCTOBER, 2024.

BETWEEN

MARY EDWARD AMRI & EMMA MARK KEA, nationals of the United Republic of Tanzania, of P.O Box 2554, Kinondoni, Dar es Salaam (Hereinafter referred to as the "Vendors" which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of the other part;

AND

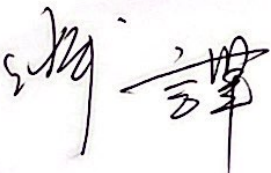
WANHE TIANYI REAL ESTATE INVESTMENT COMPANY LIMITED, a limited liability company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this Agreement shall be P.O.Box 65468 (Hereinafter referred to as "Purchaser" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser; its successors and assigns) of the other part.

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

WHEREAS

- i. The Vendors are the lawful owners of the property that is Plot No. 865, located at Msasani Beach Area having the Certificate of Occupancy with Title Number; DSMT1065623 within Kinondoni Municipal in Dar es Salaam Region, with an area measuring 889.00 square meters together with all the exhausted or unexhausted improvements, developments, and appurtenances (hereinafter referred as "The Property").
- ii. The Vendors are desirous of selling the said property and the Purchaser is desirous of purchasing the property free from any encumbrances, liens, charges, or mortgages whatsoever and upon such terms and conditions as are hereinafter set forth.
- iii. The Vendors are willing, has the capacity and ready to sell the Property to the Purchaser in accordance with the terms and conditions set forth herein.

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



NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

That the Vendors hereby sells to the Purchaser and the Purchaser hereby buys from the Vendors the Property subject to the fulfilment of the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendors before this Agreement.

The Vendors hereby agree to sell the property that is Plot No. 865, located at Msasani Beach Area, having the Certificate of Occupancy with Title Number DSMT1065623 within Kinondoni Municipal in Dar es Salaam Region, with an area measuring 889.00 square meters together with all the exhausted or unexhausted improvements, developments, and appurtenances.

2.0 The Consideration:

2.1 That in consideration of the total Purchase Price of United states Dollars Four Hundred and Sixty Thousand (USD 460,000) only. The amount is subject to Capital gain tax.

2.2 The Purchaser is hereby purchasing the Property from the Vendor's subject to the covenants herein contained and free from all encumbrances, taxes, liens, charges or mortgages whatsoever.

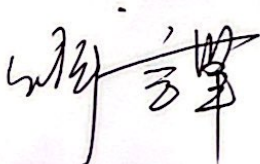
2.3 The Purchaser shall pay the Purchase Price stipulated herein above to the Vendors in accordance with the provisions stipulated in Clause 3 hereunder.

3.0 Mode of Payment of the Purchase Price and Escrow Account Conditions:

3.1. Payment of the Purchase Price made under this Agreement shall be conducted through an Escrow Account ("Escrow Account") established and maintained by both parties at a mutually agreed-upon financial institution.

3.2. After the signing of this Agreement, parties including the Escrow Agent (CRDB Bank) shall collaborate to open the Escrow Account.

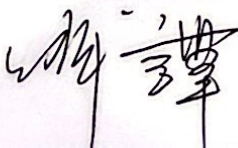
3.3. The Purchaser shall deposit the full amount of purchase price (100%) as stipulated in this Agreement into the Escrow Account within One (1) days after the Escrow Account has been opened, but before the Vendor has submitted the original title deed to the Purchaser. The Escrow Agent(CRDB Bank) shall hold the deposited funds in accordance with the terms detailed in Escrow Agreement entered amongst the parties herein and the Escrow Agent (CRDB Bank).



- 3.4. All The Purchase price (100%) held in the Escrow Account shall be disbursed to the vendors upon meeting the following conditions:
- a) After the Kinondoni Municipal Council has approved the surrender of the right of occupancy by the Vendors and approving the transfer to go through. Parties Agree that, this shall be completed within two weeks.
 - b) After the payment of Capital Gain Tax by the Vendors and issuance of Tax Clearance.
- 3.5. That both parties agree that, once the Control number to pay Capital Gain Tax has been obtained from TRA, the said amount required to pay Capital Gain Tax shall be paid from the Escrow Account.

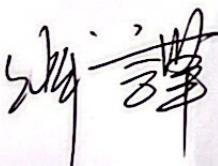
4.0 TERMS OF PURCHASE

- 4.1 Upon signing of this Agreement, the parties undertake to co-operate in the process of registering the Property in the name of the Purchaser including signing and submitting all relevant documents that will be required to complete the process and have the property under the name of the Purchaser in accordance with the Land Act and the Land Registration Act of the laws of the United Republic of Tanzania. For the avoidance of doubt, the Vendors shall ensure to provide cooperate with the purchaser when needed to ensure full registration of the property to the respective authorities being the Town Authorities, and the Ministry of Lands, Housing and Human Settlements Development to always enable the transfer to the Purchaser when needed.
- 4.2 The Vendors shall ensure that all encumbrances are removed from the property before commencement of the transfer process.
- 4.3 The Vendors shall immediately upon signing of this agreement and pursuant to clause 3.3, hand over original documents and any other relevant documents for the above-mentioned Property as well as all related documents to the purchaser and/ or respective authorities for purposes of commencing with the transfer/ change of ownership of the property to the Purchaser.
- 4.4 The Vendors shall provide Vacant possession and handover the Property to the Purchaser immediately after the payment of capital gain tax. The process of handover of the property shall be done physically at the premises, and the Vendor shall ensure that during the date of handover, there shall be no any person living or doing business inside or outside the premises. And in the event of any claim



emanating from the vendor's arrangements with third parties over the property after the handover process, the Vendor shall be obligated to handle the said claim and to protect the Purchaser against above mentioned claim over the property. Both parties agree that, After the handover process has been completed, later on within the same day, parties will proceed with instructing the bank to transfer the money from the Escrow Account to the Vendor.

- 4.5 The performance of this Agreement by the Purchaser shall be subject to the Vendors supplying all the documents required for the transfer process and confirmation by the Purchaser as follows: -
- (a) A Land Rent Clearance Certificate or any other document from the relevant authority indicating that there is no outstanding Land Rent.
 - (b) Passport copies of the Vendors and the copy of NIDA ID of the Vendors.
 - (c) The Valuation Report for the Property.
- 4.6 For the purposes of enabling the transfer and registration of the Property in the name of the Purchaser, the Purchaser shall provide the following documents to the Vendors:
- (a) the Purchaser's Certificate of Incorporation.
 - (b) the Purchaser's Tax Identification Number certificates.
 - (c) the Purchaser's Memorandum and Articles of Association.
 - (d) copies of Passports or National Identification Cards of the shareholders; and
 - (e) copies of Passports or National Identification Cards of the directors.
- 4.7 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for the transfer from the Kinondoni Municipal, in the event the Parties fail to obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the Purchaser shall be entitled to a refund payments made in the Escrow account back to the Purchaser account within three (3) working days after issuing the cancellation notice to the Vendors.
- 4.8 The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title.



5.0 APPROVAL OF THE COMMISSIONER FOR LANDS

- 5.1 The transfer of the Right of Occupancy envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Commissioner's approval for the disposition of land and consent being obtained.
- 5.2 The Parties shall execute landforms no. 29, 30 and 35 seeking the Commissioner's approval for the disposition of land, and the Parties herein shall process and use all reasonable endeavours to obtain the said approval.
- 5.3 The Purchaser shall jointly work with the Vendors' representatives during the process of transfer of the Property up to the stage of registration of the transfer of Certificate of Title in the name of the Purchaser by the Registrar of Titles.

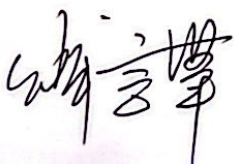
6.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- 6.1 If the Commissioner's approval and/or consent for the transfer of the land is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.
- 6.2 In case of termination of this Agreement under the terms of this clause, neither the **Vendors** nor the **Purchaser** is to be treated as in breach of this Agreement.
- 6.3 All other payments made by each of the Parties in respect of fees, duties and incidental costs will be at each Party's cost.
- 6.4 Parties herein agree that, if the Commissioner approval and/or consent for the transfer of the land is not granted, then the Purchaser shall be entitled to be refunded back whole of the amount deposited in the escrow account.

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 per its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.

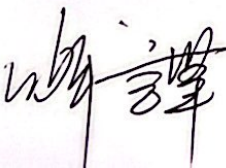


7.2 The Purchaser shall be responsible for all outgoings and liabilities of the Property from the date of delivery of possession of the Property to the Purchaser.

8.0 COVENANTS BY THE VENDORS

The Vendors hereby covenants with the Purchaser that:

- 8.1 They have the power to enter and perform the obligations under this Agreement.
- 8.2 They have full authority to sell, transfer and dispose of the Property and they have a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Property in the manner herein provided.
- 8.3 They are not entitled to receive any consent from any person, the Commissioner for Lands excepted, and if any such consent will be required, the Vendors shall use all their reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property.
- 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 Vendors is subject.
- 8.5 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Vendors or require any consent under any Agreement or other instrument to which the Vendors are Parties or by which they are bound or any judgement, decree or order of any statute, rule or regulation applicable to the Vendors. The transactions provided for in any other material contracts to which the Vendors are Parties 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 Property as described above;
- 8.7 All information that has been made available to the Purchaser or their representatives by the Vendors or any of their representatives in connection with the transaction



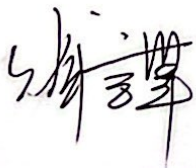
contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

- 8.8 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 **Vendors** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 8.9 The Vendors hereby unconditionally and irrevocably confirms and warrants that as of the date of this Agreement all the terms and conditions affecting the Property have been complied with and that neither the Vendors nor any other person has breached any of the said terms and conditions affecting the Property and the Vendors hereby further irrevocably and unconditionally warrant and confirm that no person other than the Vendors has any ownership right or title to the Property and the Property has not been and will not be allocated to any other person.
- 8.10 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material. The Vendors acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.

9.0 COVENANTS BY THE PURCHASER

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

- 9.1 It has the power to enter and perform its obligations under this Agreement.
- 9.2 This Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 9.3 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.
- 9.4 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; and

- 9.5 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.

10.0 NON-ASSIGNMENT OF THIS AGREEMENT

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

11.0 MISREPRESENTATIONS

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

12.0 CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

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

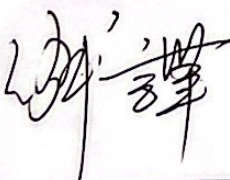
13.0 COSTS

13.1 General costs:

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

13.2 The Stamp Duty, Capital Gains Tax and other duties and fees

- 13.2.1 The stamp duty and registration fees and intermediary fees relating to the transfer of the Property shall solely be paid by the Purchaser.



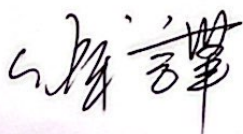
13.2.2 The Vendors shall be liable to pay Capital Gains Tax concerning the transfer of the property to the Purchaser.

14.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 14.1 The validity, construction and performance of this Agreement shall be governed, construed and interpreted by the Laws of the United Republic of Tanzania in the High Court Commercial Division.
- 14.2 This Agreement may be executed in Five (05) counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement and each party shall be entitled to One (01) copy.
- 14.3 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.
- 14.4 Before the institution of a suit as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, amicably. If any such dispute, controversy, or claim ("Dispute") between the parties is not resolved within 30 (Thirty) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit in a competent court of law

15.0 CONFIDENTIALITY

- 15.1 Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care. All confidential information provided by a party hereto shall be used solely to facilitate the sale under this Agreement and, except as may be required in carrying out the terms of this Agreement.
- 15.2 Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party with the prior written consent of the other party. The foregoing shall not apply to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate



exercise of its jurisdiction over a Party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

16.0 FORCE MAJEURE

Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by him of 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.

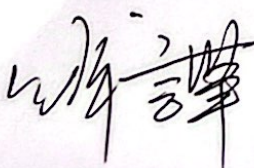
17.0 SEVERABILITY:

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

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

To the Vendors:



Contact Person:
Address: P.O Box
Tel:
Email:

To the Purchaser
Contact Person:
Address: P.O.Box 65468
Tel:
Email:

19.0 SOLE CONTRACTUAL RELATIONSHIP:

19.1 The Parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.

19.2 This Agreement is independent of the Agreement and does not bind the Parties to sell or buy the Property.

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

20.0 BREACH OF CONTRACT

20.1 In the event that the Vendors is unable to complete the sale of the property to the Purchaser after the execution of this Contract due to reasons attributable solely to the Vendors, the Vendors agrees to compensate the Purchaser in the amount of Forty Thousand United States Dollars (USD 40,000).

20.2 Conversely, if the Purchaser fails to proceed with the purchase of the property after signing this Agreement for reasons attributable solely to the Purchaser, the Purchaser shall compensate the Vendors in the amount of Forty Thousand United States Dollars (USD 40,000).

20.3 Both parties acknowledge that this compensation is agreed upon as a fair estimate of damages that may result from a breach of this Contract and is not to be construed as a penalty.

21.0 TERMINATION

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

- (a) failure to acquire the Commissioner's consent/approval for the contemplated disposition as stipulated in clause 5.0 herein.
- (b) upon insolvency and or liquidation of either of the parties to this Agreement;
- (c) upon the occurrence of instances of Force Majeure for a period of more than thirty days;
- (d) Upon execution of all obligations as stipulated in this Agreement.

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

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

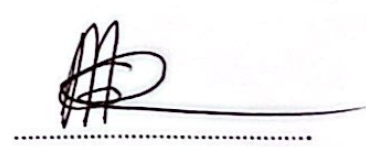
SIGNED and DELIVERED at DAR ES SALAAM

by the said, **MARY EDWARD AMRI**

who introduced to me by ROSEMARY MWASU

Known to me personally on this 23rd day of

OCTOBER 2024



VENDOR



Before me:

Name: KEVIN F MSHANA



Signature: _____

Postal Address 35727 DSM

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



SIGNED and DELIVERED at DAR ES SALAAM

by the said, **EMMA MARK KEA**

who introduced to me by... ROSEMARY MWASU

Known to me personally on this 23rd day of

OCTOBER 2024

VENDOR



Before me:

Name: KEVIN F MSHANA

Signature: _____

Postal Address 35727 DSM

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



[Handwritten signature]

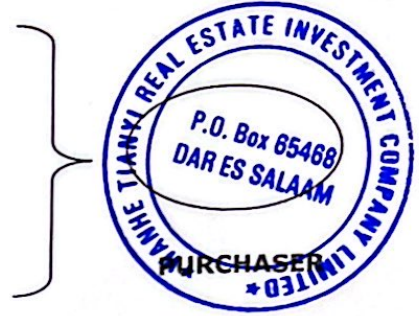
[Handwritten signature]

[Handwritten signature]

SEALED with the COMMON SEAL of the said

WANHE TIANYI REAL ESTATE INVESTMENT
COMPANY LIMITED and DELIVERED at DAR ES SALAAM

in the the presence of us this 23 day of OCT 2024



Name: ZHANG PING
Signature: [Handwritten Signature]
Designation: DIRECTOR

Name: XU HUA
Signature: [Handwritten Signature]
Designation: GENERAL MANAGER

Before me:

Name: FRANK KIANDA
Signature: [Handwritten Signature]
Postal Address P.O. Box 13989
Qualification: Advocate/Commissioner of Oaths



[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]



THE UNITED REPUBLIC OF TANZANIA
CERTIFICATE OF OCCUPANCY
 THE LAND ACT, Cap 113
 (Under Section 29)



Title Number: **DSMT1065623**

Date of Registration: **26-Aug-2024 [12:03]**

REGISTRAR OF TITLES

(26-Aug-2024)

Registered under section 35 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that **MARY EDWARD AMRI** of P.O. BOX 2554, Kinondoni, Dar es Salaam, share (1/2) and **EMM: MARK KEA** of P.O. BOX 2554, Kinondoni, Dar es Salaam, share (1/2) (hereinafter called "the Occupier") are entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **nineteen (99) years** from the first day of **July two thousand and twenty four** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

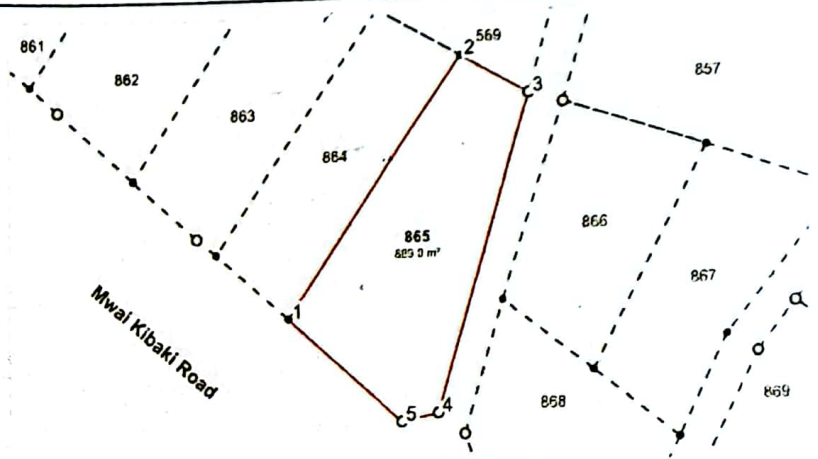
II. DESCRIPTION OF THE PROPERTY

District: Kinondoni
 Location: MSASANI BEACH
 Block: -
 Plot No.: 865
 Area: 889.00 Square Metres
 Reg. Plan No.: 29544

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	527591.06	9253037.08
2	527616.39	9253073.62
3	527626.40	9253067.90
4	527613.18	9253023.20
5	527607.84	9253022.05



III. CONDITIONS OF THE RIGHT

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deductive PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for **Residential** purposes only. Use Group(s) and Use Class(es) **A (a)**; as defined Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

IV. DISCLAIMER

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

GIVEN under my hand and my official seal the day and year first above written.

[Handwritten signature]

COMMISSIONER FOR LANDS
 (26-Aug-2024)



OCCUPIER:

Handwritten signature

Mary Edward Amri
(02-Sep-2024)

OCCUPIER:

Handwritten signature

Emma Mark Kea
(02-Sep-2024)

Faint, illegible text, possibly a title or header section.



Faint, illegible text, possibly a description or notes related to the diagram.

Faint, illegible text, possibly a footer or additional notes.