

Dated 23 JANUARY 2024

JAMBO FREIGHT LIMITED
and
KUMI TUNA TANZANIA LIMITED

Property Sale Agreement
of Plots 7 & 9, CT No: 22813, Ndumi Mwambani Industrial Area, Tanga

DRAWN BY:
VELMA Law
2nd Floor, Kilwa House
369 Toure Drive, Oyster Bay
PO Box 62, Dar es Salaam, 14111 Tanzania
www.velmalaw.co.tz

Index

1. Conditional Transaction 3
2. Sale and Purchase 3
3. Payment of Purchase Price 4
4. Vacant Possession 4
5. Vendor's Obligations 4
6. Purchaser's Obligations 5
7. Representations and Warranties 6
8. Entire Agreement 6
9. Amendments 6
10. Notices 6
11. Severability 6
12. Counterparts 7
13. Governing Law 7
Schedule 1 - Property Description 10
Schedule 2 - Representation and Warranties 11



This Agreement is dated 23 JANUARY 2024 ~~2023~~

BETWEEN

- (1) **Jambo Freight Limited**, a company registered under the laws of the United Republic of Tanzania with company number 12637 of House 14, Plot 13, Block 2, Freight City Street, Temeke, PO Box 70355, Dar es Salaam (**Vendor**); and
- (2) **Kumi Tuna Tanzania Limited**, a company registered under the laws of the United Republic of Tanzania with company number 170305248 of Plot 369, Toure Drive, Oyster Bay, Msasani, Kinondoni, PO Box 62 Dar es Salaam (**Purchaser**).

WHEREAS

- (A) The Vendor is the registered proprietor of the land more particularly described in the Schedule 1 (*Property Description*) to this Agreement, together with any buildings, fixtures and improvements thereon (**Property**).
- (B) The Purchaser agrees to purchase the Property at the price and on the terms set out in this Agreement.

IT IS HEREBY AGREED AND DECLARED as follows:

1. Conditional Transaction

- 1.1 The whole of this Agreement and the effectiveness of the sale of the Property and all related documents (including any Land Transfer Forms) (**Transaction**) is subject to the fulfilment of the condition that the Purchaser agrees in his absolute discretion with the Tanzania Revenue Authority determination of income tax in respect of capital gains payable in relation to the Transaction (**Tax Condition**).
- 1.2 If the Tax Condition is not fulfilled for any reason whatsoever and is not waived, amended or extended by written agreement of the Purchaser, then:
 - (a) the Purchaser may give notice in writing that the whole of this Agreement and all related documents (including any Land Transfer Forms) shall be void ab initio and shall have no force or effect whatsoever; and
 - (b) the parties shall be entitled to be restored as nearly as possible to the positions in which they would have been, had this Agreement not been entered into.

2. Sale and Purchase

- 2.1 The Vendor shall sell, and the Purchaser shall buy, the Property free from any encumbrances for a consideration of **USD 115,013.33** (one hundred and fifteen thousand and thirteen United States Dollars and thirty three cents) (**Purchase Price**).

3. Payment of Purchase Price

- 3.1 After satisfaction of all the Conditions Precedent (as defined in Clause 5.1) in form and substance satisfactory to the Purchaser (**Effective Date**), the Purchase Price shall be applied as follows:
- (a) the amount assessed in the Notice of Assessment by the Tanzania Revenue Authority as income tax on capital gains shall be paid by the Vendor to TRA;
 - (b) after the issue of a Tax Clearance Certificate by TRA and execution by the Vendor of Land Form 36 (for surrender of the Property), 80% of the balance of the Purchase Price shall be paid by the Purchaser to the Vendor; and
 - (c) after the issue of a derivative right by TIC to the Purchaser, the remaining balance of the Purchase Price shall be paid by the Purchaser to the Vendor.

4. Vacant Possession

- 4.1 The Vendor shall give vacant possession of the Property after execution by the Vendor of Land Form 36.

5. Vendor's Obligations

- 5.1 On the date of this Agreement, the Vendor shall deliver to the Purchaser the following documents in respect of the Property in form and substance satisfactory to the Purchaser (**Conditions Precedent**):
- (a) original **board resolutions of the Vendor** authorising the sale of the Property to the Purchaser under the terms of this Agreement;
 - (b) original **shareholder resolutions of the Vendor** authorising the sale of the Property to the Purchaser under the terms of this Agreement;
 - (c) original **Certificate of Right of Occupancy**;
 - (d) original receipt for the **Land Rent** for the years 2021/2022, 2022/2023 and 2023/2024 evidencing that all Land Rent for those years has already been paid;
 - (e) original receipt for the **Property Tax** for the year 2023 evidencing that all Property Tax for the year has already been paid;
 - (f) a **valuation report** of the Property dated no more than 6 months before the date of this Agreement and valuation report exchequer receipt;
 - (g) original **Land Form 29, Land Form 30 and Land Form 35** for the transfer of the Property duly executed by the Vendor;
 - (h) a certified copy of the **certificate of incorporation** of the Vendor;
 - (i) a certified copy of the **Memorandum and Articles of Association** of the Vendor;

- (j) a certified copy of the **taxpayer identification number (TIN)** registration certificate;
- (k) a certified copy of the **tax clearance certificate** dated December 2023 of the Vendor;
- (l) certified copies of the **passports or NIDA of all the directors** of the Vendor;
- (m) a certified copy of a **Certificate of Approval of Disposition** issued by the Commissioner for Lands approving the transfer of the Property to the Purchaser; and
- (n) such **other documents** as the Purchaser may require for the transfer of the Property to the Purchaser.

5.2 The Vendor will use its best endeavours to transfer title of the Property to the Purchaser, including:

- (a) to assist the Purchaser to surrender the Property to the Commissioner for Lands so that the title of the Property shall be reissued in the name of the TIC for the TIC to prepare and issue a derivative right over the Property in favour of the Purchaser;
- (b) to provide any additional documentation or information that may be required to effect the transfer of the Property to the Purchaser including but not limited to the documents necessary to effect surrender of the Property by the Purchaser to the Commissioner for Lands.

5.3 The Vendor shall bear costs of any survey or valuation if required and the Vendor shall bear its own legal and other advisor's costs in the preparation or negotiation of this Agreement and related documentation.

6. Purchaser's Obligations

6.1 All other expenses of stamp duty, transfer fees shall be borne by the Purchaser and the Purchaser shall pay forthwith after the date of this Agreement to the Tanzania Revenue Authority the assessed stamp duty and registration fees in respect of this Agreement and the transfer of the Property.

6.2 Clause 5.2(a) notwithstanding, the Purchaser shall be responsible for all fees relating to the TIC Condition including but not limited to:

- (a) fees relating to surrender of the Property to the Commissioner for Lands or the relevant ministry;
- (b) fees relating to allocation of the Property by the National Land Allocation Committee to the Tanzania Investment Centre; and
- (c) fees relating to obtaining a derivative right from the Tanzania Investment Centre over the Property in favour of the Purchaser.

6.3 The Purchaser shall bear its own legal and other advisor's costs in the preparation of this Agreement and related documentation.

7. Representations and Warranties

- 7.1 The Vendor irrevocably and unconditionally represents and warrants that the statements set out in Schedule 2 (*Representations and Warranties*) are true and correct on the date of this Agreement.
- 7.2 The representations and warranties made under Clause 7.1 are deemed to be repeated by the Vendor on each day, by reference to the facts and circumstances existing on each such date, until the TIC has issued a derivative right to the Purchaser.
- 7.3 The Vendor hereby 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 representations and warranties given by the Vendor or out of any claim by a third party based on any facts which if sustained would constitute such a breach.
- 7.4 Without prejudice to any of the Purchaser's other rights under this Agreement, if it comes to the knowledge of the Purchaser that any fact is inconsistent with the representations and warranties given by the Vendor or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this Agreement and upon rescission the Vendor hereby undertakes to forthwith refund to the Purchaser all monies paid to or for the account of the Vendor by or on behalf of the Purchaser pursuant hereto.

8. Entire Agreement

- 8.1 This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained in this Agreement shall be binding on the parties.

9. Amendments

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

10. Notices

- 10.1 Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by hand or by prepaid post to either party through the addresses of the parties at the beginning of this Agreement.

11. Severability

- 11.1 If any one or more provisions contained in this Agreement become invalid, illegal or unenforceable, the other provisions herein contained shall remain in full force and effect and the parties shall substitute and negotiate in good faith, if necessary, new provisions under reasonable terms and conditions and in compliance with the intentions of the parties as contained in this Agreement.

12. Counterparts

12.1 This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

13. Governing Law

13.1 This Agreement shall be governed by the laws of the United Republic of Tanzania (Mainland).



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

Sealed with the Common Seal of)
JAMBO FREIGHT LIMITED) SEAL

and delivered in the presence of us)

Date: 23/01/2024)

JOE MZUANDA)
Full Name:)

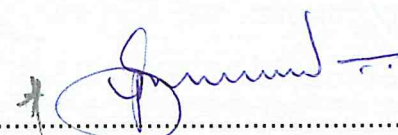
Designation: Director)

PO BOX 70355, DSM)
Address:)

ELIZABETH MZUANDA)
Full Name:)

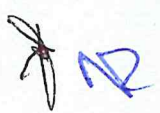
Designation: Director / Secretary)

PO BOX 70355, DSM)
Address:)


.....
Signature


.....
Signature







Sealed with the Common Seal of
KUMI TUNA TANZANIA LIMITED

and delivered in the presence of us

Date: 23/01/2024

IMANOL ELVIGUREN
Full Name:

Designation: Director

PO BOX 62, DSM
Address:

NICHOLAS ZERVOS
Full Name:

Designation: Director / Secretary

PO BOX 62, DSM
Address:

)
) SEAL

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)



[Handwritten signature in black ink]

) Signature

[Handwritten signature in blue ink]

) Signature

Schedule 1 – Property Description

CT No: 22813

LO No: 264535

Plots 7 & 9, Ndumi Industrial Area, Mwambani, Tanga

Plots 7 & 9, Ndumi Industrial Area, Mwambani, Tanga containing thirteen thousand six hundred and twenty (13,620) square metres shown for identification only edged red on the plan attached to the Certificate of Occupancy No. 22813 and defined on registered survey plan numbered 30374 deposited at the Office of the Commissioner for Surveys at Dar es Salaam.



Schedule 2 – Representation and Warranties

1. The particulars of the Property set out in Schedule 1 above are true, complete and accurate.
2. Only the Vendor has a good marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or encumbrance of any nature whatsoever.
3. The documents of title relating to the Property to be delivered to the Purchaser in accordance with Clause 5.1 above will all be original documents.
4. There are, appurtenant to the Property, all rights and easements necessary for the use and enjoyment of the Property (without restriction as to time or otherwise), and the access for the Property is over roads adopted by the local authority and maintained at public expense and such roads immediately about the Property at each point where access is gained.
5. The Vendor has not received any adverse report from any engineer, surveyor or other professional relating to the Property and the Vendor is not aware of any predecessor in title having done so.
6. The Vendor has complied with all environment laws in Tanzania in force as at the date of this Agreement, including but not limited to the Environmental Management Act 20 of 2004 (as amended).
7. No person has raised any claim or disputed the validity of the grant of the Property to the Vendor and/or the right of any person to occupy and develop the Property.
8. All restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the Property have been observed and performed and no notice of any breach of any of the same have been received by the Vendor.
9. All the terms and conditions affecting the Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that it will continue to comply with all the said terms and conditions affecting the Property until the fulfilment of all the Conditions and that no person other than the Vendor has any right or title to the Property and the Property has not been and will not be allocated to any other person.
10. All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete inaccurate or misleading.
11. The execution or completion of this Agreement or performance of its terms by the Vendor will not result in any breach of:
 - (a) any other agreement to which the Vendor is a party;
 - (b) any court order or any existing law or regulation to which the Vendor is subject; or

(c) the Vendor's constitutional documents.

12. The Vendor as to its best knowledge is not aware of any encroachment by the Property onto any neighbouring property. Further the Vendor represents, warrants and confirms that there is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining properties and that no rights of way have been given to any organization body or person.
13. There is no ground or circumstance outside the terms of this Agreement by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled.
14. The Vendor hereby agrees to do, execute and perform such further acts, deeds, documents and things as the Purchaser may require effectively vesting the beneficial ownership of the said Property in the Purchaser's name free from all charges, liens and other adverse interests.
15. The Vendor is not aware of any intended expropriation of the property or any portion of it.
16. The Vendor is aware that the Purchaser has relied on the assurances, warranties and undertakings given by the Vendor with regard to the title to the Property.
17. The Vendor acknowledges that payment of the Purchase Price in the manner provided in Clause 3 above fully discharges the obligation of the Purchaser under this Agreement.
18. The Vendor shall not remove from the Property any attached fixtures and fittings after the last visit by the Purchaser.
19. There are no winding up, insolvency or similar proceedings pending against the Vendor.
20. The Property is not reserved or village land and the Property was not and is not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities.
21. All land rent and property tax in respect of the Property has been fully paid and there are no outstanding charges, taxes or rents payable on the Property.
22. That the Vendor has duly obtained consent from its directors and shareholders on the disposal of the Property to the Purchaser.