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Goodwill

**AGREEMENT FOR SALE OF LAND**

**MADE BETWEEN**

**AHID ABDALLAH MOHAMMED  
(VENDOR)**

**AND**

**GOODWILL (TANZANIA) CERAMIC CO., LTD**

**(PURCHASER)**

**FOR PART OF THE LAND SITUATED AT MKIU VILLAGE,  
MKURANGA MUNICIPALITY -PWANI REGION**

**DRAWN BY:  
FENG SHIHUI  
P.O BOX 61445  
DAR ES SALAAM**

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**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 Property subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor prior to this Agreement.

**2.0 The Consideration:**

- 2.1 That in consideration of the Purchase Price of **United State Dollars Twenty-five Thousand (USD 25,000)** for the entire **7 acres** of land, and the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained. (Hereinafter referred to as the "**Purchase Price**")
- 2.2 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 First Instalment of the Purchase Price amounting to **United States Dollars ten Thousand (USD 10,000) being 40%** of the purchase price shall be paid by the Purchaser to the Vendor within 7 days after the signing of the sales agreement.
- 3.2 The second instalment equivalent to **United States Dollars fifteen Thousand (USD 15,00) being 60%** of the purchase price shall be paid by the Purchaser to the Vendor upon completion of the survey and transfer of the parcel of land. The payment shall be due and payable upon the issuance of a derivative title in the names of the purchaser by the Tanzania Investment Centre.
- 3.3 That for avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sales Agreement as well as the hand over of the Original documents of ownership of the property to the purchaser as well as the Vendor handing over the property.

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- 6.1 The Vendor undertakes to conduct a survey of the plot subject of sale; nonetheless the costs associated with such surveying shall be borne by the Purchaser.
- 6.2 The Vendor further undertakes to ensure that the land use for the land after the completion of the survey is Heavy industrial use.
- 6.3 The parties however agree that all the costs associated with the preparation of the Town Planning Drawing Survey and the creation and issuance of a title shall be paid by the purchaser.
- 6.4 The Parties mutually agree that the Vendor shall through its appointed agents be responsible for the preparation of the Town Plan drawing for the land as well as the survey and registration of the survey plan for the land.
- 6.5 The Vendor together with the purchaser shall cooperate in the process of application and registration of the Certificate of Title for the land in favour of the Purchaser.

## **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 Property by the Vendor prior to the due transfer of the Property 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, expenses, damages, legal and other professional fees 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, property tax, outgoings, claims and or any amounts owed in reference to the property before the signing of this agreement.
- 7.4 The Purchaser shall be responsible for all outgoings and liabilities arising from the ownership of the property from the date of signing this sale agreement and the handover of vacant possession to the purchaser.

### **8.0 COVENANTS BY THE VENDOR**



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 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 warrant and confirm that 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.

## 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



That all requisite costs and fees for the survey, approval and registration of the created survey plan shall be borne solely by the Purchaser.

### **13.3 Other Costs:**

It is further agreed by both parties that each party shall bear its own costs and taxes related to the transaction in accordance with the laws of the United Republic of Tanzania.

### **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 Skeptch map in schedule- 1 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.

15.3 That upon the occurrence of any dispute, either partu shall issue a notice with respect thereto and the parties shall endeavour to resolve such dispute within 15 days; failure of which, the party that issued the notice shall have the discretion to refer the dispute to a court of competent jurisdiction in accordance with the terms of clause 15.2 hreeinabove.

### **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.



**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:
  - (i) Required by law;
  - (ii) 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:
  - (i) Is generally known or easily ascertainable by third parties of ordinary skill in the business of either party;
  - (ii) Is independently known to a party without any reliance on confidential information disclosed by the other party; or

22.5 Upon insolvency, Bankruptcy and or liquidation of either of the parties to this agreement.

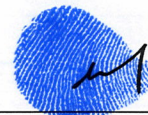
22.6 Upon execution of all obligations as stipulated in this agreement.

22.7 **PROVIDED THAT** upon the termination of this agreement as a result of the provisions of clause 22.4 of this agreement, both parties mutually agree to indemnify each other within a period of not more than one month to restore themselves to the original position prior to the signing of this agreement save for the professional and incidental costs incurred by each party in furtherance of this agreement.

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

**SIGNED and DELIVERED** by

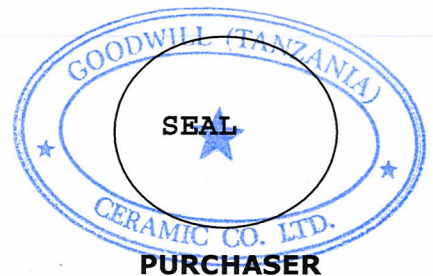
the said **ABDULWAAHID ABDALLAH MOHAMMED**  
who is known to me personally/identified  
to me by **ABDULWAAHID ABDALLAH MOHAMMED**  
the latter known to me personally in our  
presence this 02 day of Jan 2023



**VENDOR**

.....  
**COMMISSIONER FOR OATHS**

**SEALED with the COMMON SEAL** of the said  
**GOODWILL (TANZANIA) CERAMIC CO., LTD**  
and **DELIVERED** at **DAR ES SALAAM** in the  
the presence of us this 02 day of Jan 2023.



Name: Wu Qiquan

Signature: [Handwritten Signature]

Postal Address P.O. Box 140 mkuranga

Designation: Managing director