

JAMHURI YA MUUNGANO WA TANZANIA



OFISI YA RAIS,
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA MANISPAA YA KINONDONI



Kumb:Na. KDC/L.28/124/789/01

22/02/2024

TANZANIA INVESTMENT CENTRE
PLOT NO 9A & B
SHABAAN ROBERT STREET
S.L.P 938
11410- DAR ES SALAAM

**YAH: UMILIKI WA KIWANJA CHA ARDHI NAMBA 2044 BLOCK 'E' KILICHOPO
KUNDUCHI WILAYA YA KINONDONI DAR ES SALAAM**

Somo tajwa hapo juu la husika,

2. Kiwanja kilichotajwa hapo awali kilimilikiwa na **kampuni ya NOAH INDUSTRY (T)LIMITED** kama iliyosajiliwa kwenye hati namba 79444 sasa kama ilivyo, kiwanja husika kimeuzwa kwa kampuni ya **ZION GROUP (T) LIMITED** kulingana na Mkataba wa Uuzaji.

3. Ardhi hiyo imepangwa kwa matumizi ya **Viwanda** kama ilivyo kwenda ramani za mahitaji ya Mipango Miji na hakuna mgogoro uliojitokeza na kuwasilishwa katika ofisi yetu kuhusu kiwanja hicho kwa sasa.

4. Kwa kuwa kampuni hiyo ni kampuni ya kigeni, kulingana na mahitaji ya sheria linapokuja suala la umiliki wa ardhi, hapa ninawasilisha kampuni hii kwa ofisi yako nzuri ili kutimiza mahitaji hayo.

Nawasilisha,

Alex D. Ntiboneka

KNY; MKURUGENZI WA MANISPAA KINONDONI

HALMASHAURI YA MANISPAA YA KINONDONI

NAKALA KWA;

MKURUGENZI MTENDAJI (W)

KINONDONI

ZION GROUP (T) LIMIED

S.L.P 23413

DAR ES SALAAM

AGREEMENT FOR SALE OF LAND

BY AND BETWEEN

NOAH INDUSTRY (T) LIMITED

AND

ZION GROUP (T) LIMITED

.....
FOR THE SALE OF LAND NAMELY:-

**A RIGHT OF OCCUPANCY ON PLOT NO. 2044, BLOCK. E CERTIFICATE OF
TITLE NUMBER 79444, LOCATED AT KUNDUCHI RTD , KINONDONI
MUNICIPALITY, WITHIN DAR ES SALAAM CITY**

DRAWN BY:-

**Winstlaw Attorneys
Alfa Plaza, 3rd Floor
Ali Hassan Mwinyi Road,
P.O. Box 32080
DAR ES SALAAM**

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AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam thisday of 2023

By and between

NOAH INDUSTRY (T) LIMITED, a limited liability company incorporated under the laws of Tanzania and its registered physical address is within the city of Dar es Salaam of Postal Office Box 23413 Dar es Salaam, hereinafter called the Vendor, (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) of the **ONE PART**.

And

ZION GROUP (T) LIMITED, a limited liability company incorporated under the laws of Tanzania and its registered physical address is within the city of Dar es Salaam of Postal Office Box 23413 Dar es Salaam, hereinafter called the Purchaser, (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) of the **ON THE OTHER PART**.

WHEREAS the vendor is absolutely seized and possessed of or well and sufficiently entitled to the piece of land and all that other property and developments situated and known as on Plot no. 2044, Block "E", Situated at Kunduchi RTD in Kinondoni Municipality within the Dar es Salaam City, more particularly described in the Certificate of Title hereinafter referred to as "the Properties";

AND WHEREAS the vendor has offered to sell the Properties to the Purchaser together with all exhausted and unexhausted improvements made, carried and undertaken on the properties, subject to the terms and conditions hereinafter appearing, and the purchaser has agreed to buy the said properties as it is more particularly described in the Certificate of Title referred above;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Vendor shall sell and the purchaser shall buy the said properties free from any encumbrances, lien or third party notice for a consideration of Tanzania Shillings Five hundred Million only (TZS 500,000,000/=) for Plot No.2044, Block "E", Under the Certificate of Tittle no. 2044 (hereinafter called the Purchase Prices).
2. That Vendor by signing and executing this agreement acknowledges and undertakes to grant and cause vacant possession on the Properties and thereupon the vendor shall hand over the land to the purchaser to be his property forever.
3. That parties agree, the payment shall be made by cash / bank transfer after execution of this agreement.
4. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute a Deed of Transfer for the conveyance of the property by the Vendor to the Purchaser and the parties undertake and shall use their

best endeavors to seek and obtain or cause to be sought and obtained consent from the Commissioner for Lands or any other officer duly authorized in that behalf to this disposition.

5. That the execution of this agreement, deeds and other documents necessary hereto is subject to the vendor granting vacant possession and in event such vacant possession is not granted the vendor shall reimburse the purchaser the whole amount of the purchasing price paid with interest at commercial rate of 25% together with subsequent costs incurred thereto.
6. Until the date of completion and delivery of vacant and peaceful possession of the property to the Purchaser, the Vendor shall pay all the rates, taxes, assessment and other outgoings where Parliamentary, Municipal or otherwise imposed or charged upon the said property.
7. The Vendor hereby covenant with the Purchaser to pay, satisfy or discharge all outgoings or liabilities in respect of the property until vacant possession thereof shall have passed to the Purchaser and further undertakes to indemnify the Purchaser against all notices, proceedings, claims and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties, covenants herein contained.
8. That the Vendor/ Purchaser shall be responsible to pay all the land rent, property tax and other incidental costs due by the time of executing this agreement in which all payments shall be supported by exchequer receipts or any other document evidencing payment of the said dues.
9. The Purchaser reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries.
10. The Vendor/ Purchaser shall bear and pay the cost of Capital Gains Tax and where as the Purchaser shall bear and pay the cost for consent fee, stamp duty of the sale agreement and the Deed of Transfer, registration fee, and other expenses arising out of and/or incidental to the preparation and completion of this Agreement and the Deed of Transfer that shall be payable by virtue of this transaction.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

SEALED with the COMMON SEAL of
NOAH INDUSTRY (T) LIMITED AND DELIVERED
in the presence of us:
this day of 2023
at Dar es salaam

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VENDOR

Name *陈文标* CHEN WENMIAO
Signature *陈文标*
Postal Address:.....
Qualification

陈

陈

Name .. ZHOU ZHANZHAO
Signature .. 周展超
Postal Address:
Qualification

SEALED with the COMMON SEAL of
ZION GROUP (T) LIMITED AND DELIVERED
in the presence of us:
this day of 2023
at Dar es salaam



PURCHASER

Name Xu Zhenqian
Signature .. 徐震乾
Postal Address:
Qualification

Name .. CHEN YIFAN
Signature .. 陈一帆
Postal Address:
Qualification