

THE COMPANIES ACT, 2012

DONFANG STEEL GROUP LIMITED

COMPANY NUMBER (170128753)

**ORDINARY RESOLUTION FOR AMENDING THE CERTIFICATE OF
INCENTIVES OF THE COMPANY. EXTRACT FROM THE MINUTES OF
DONFANG STEEL GROUP LIMITED MEMBERS MEETING HELD ON 29th April
2024 AT ITS REGISTRERED OFFICES IN DAR ES SALAAM, TANZANIA.**

QUORUM:

1. WANG YONG – Chairperson
2. ZHU WEIJIA- company secretary
3. WANG CHANG – Member

It was unanimously **RESOLVED** by the **MEMBERS** that the following resolution be adopted:

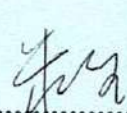
1. That it was resolved that the Certificate of Incentives should be amended and change the current location from PLOT No. 183 BLOCK 'A', Visiga Kivulini, Kibaha- Pwani to PLOT No. 203 BLOCK 'A', Visiga Kivulini, Kibaha- Pwani.
2. That it was resolved that the Certificate of Incentives should be amended and Include 8 new plots in the certificate as herein below provided: -
 - a) PLOT No. 524 BLOCK 'A', Located at Zegereni Industrial Area, Kibaha- Pwani.
 - b) PLOT No. 522 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
 - c) PLOT No. 526 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
 - d) PLOT No. 525 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
 - e) PLOT No. 523 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
 - f) PLOT No. 520 BLOCK 'A' located at Zegereni Industrial Area, Kibaha- Pwani
 - g) PLOT No. 518 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
 - h) PLOT No. 521 BLOCK 'A' Located at Zegereni Industrial Area, Kibaha- Pwani
3. It was further resolved that all changes should be notified to Tanzania Investment Center.

Signed and approved as shown hereunder: -


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WANG YONG
DIRECTOR




.....

ZHU WEIJIA
COMPANY SECRETARY

KIBAHA TOWN COUNCIL

BOX 30112, KIBAHA
PHONE NO: 023 - 2402886
FAX No: 023 - 2402007



TOWN DIRECTOR
KIBAHA

REF. NO. KTC/L.30/5VOL IX/95

06/05/2024

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

**RE: VERIFICATION OF OWNERSHIP OF PLOTS NO.518,520,521,522,523,524,525&526
BLOCK A SITUATED AT ZEGERENI INDUSTRIAL AREA IN KIBAHA
TOWN IN FAVOUR OF M/S DONGFANG STEEL GROUP LIMITED.**

The heading above refers

2.The above-named plots belongs to one DONGFANG STEEL GROUP LIMITED of P.O.BOX 13989 DAR ES SALAAM, as have been bought and transferred to the company pending to be designated for investment purpose under TANZANIA INVESTMENT CENTRE. Transfer of ownership has been initiated and consented by Authorised Land Officer of Kibaha Town Council.

3. The land bares and designated for **industrial use** as far as planning requirements is concerned and that there is no any dispute over the said plots.

Yours faithfully

Magambo Raturagara
(Authorised Land Officer)
FOR: TOWN DIRECTOR
KIBAHA

CC.
Town Director
KIBAHA.

Dongfang Steel Group Ltd.

THIS AGREEMENT is made on the _____ day of _____, 2024.

BETWEEN

JULIAN SHAWN KADRI a natural person as a legal personal representative of Omari Kadri Baksh, whose address for the purpose of this agreement shall be P.O Box **8394**, Dar es Salaam (Hereinafter called the "**Vendor**" which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of one part;

AND

DONGFANG STEEL GROUP 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 Dar es Salaam (Hereinafter referred to as "**Purchaser**" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser; her successors and assigns) of the other part.

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

WHEREAS

- i. The Vendor warrants that, he is the legal owner and representative of the property that is located at plots no. **203** block A, at Visiga Kivulini, Kibaha township, Coast Region with all the exhausted or unexhausted improvements, developments and appurtenances (hereinafter referred as "The Property").
- ii. The Vendor is desirous of selling the said property with consent from all parties on his part 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 Vendor is willing and has such capacity and ready to sell the Property to the Purchaser in accordance with the terms and conditions set forth herein.

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- iv. The Purchaser has accepted the **OFFER** from the Vendor and has satisfied all Terms and Conditions of the Offer at the Vendor's verification.

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 Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor 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 Vendor before this Agreement.

That the Vendor hereby agrees to sell Fifty (50) acres equivalent to 202,644 square meters under plots no. **203**, block A, at Visiga Kivulini, Kibaha Town, Coast Region to the purchaser and the Purchaser agrees to buy the Vendor's property, as with the boundaries and compass direction according to the size, measurements and dimensions agreed between the parties. The Location of the said land is at Visiga Kivulini, Kibaha Town, Coast Region. The specific co-ordinates for the land subject to sale are herewith attached forming part of this agreement.

2.0 The Consideration:

- 2.1 That in consideration of the total Purchase Price of Tanzania Shillings Eight Thousand **(TZS 8,000) per square meter** inclusive of all relevant taxes, rents and charges connected to the property.
- 2.2 The total Purchase Price agreed between parties shall be, **Tanzania Shillings One Billion Six Hundred Twenty-One Million One Hundred Fifty-Two**

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- thousand only (TZS. 1,621,152,000/-).** Provided that, the purchaser shall put money in United States Dollars to the Escrow Account based on the market price and the Escrow Agent shall transfer the money in TZS to the Vendor.
- 2.3 The Amount shall be paid in Tanzania Shillings (TZS) which is a legal tender accepted and traded in Tanzania transactions and which is accepted and being transacted by the Seller in all Kivulini dealings by the Escrow Agent.
 - 2.4 The Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained and free from all encumbrances, rents, liens, charges or mortgages whatsoever.
 - 2.5 The Purchaser shall pay the Purchase Price stipulated herein above to the Vendor in accordance with the provisions stipulated under Clause 3 herein.

3.0 Conditions for the sale

- 3.1. The sale of the property shall be conditional upon the vendor providing the purchaser with an approved amended town plan and approved survey plan clearly showing the beacon numbers that match with the ones on the actual ground. The purchaser is at liberty to verify the town plan and approved survey plan as amended as required through his own hired expert at his own resources.
- 3.2. That the seller shall ensure the distance of 57 meters (20 meters right of way from the proposed road and 37 meters from the high-tension electricity line) is well maintained along the entire border of the property frontage.
- 3.3. That the seller guarantees that in the amended town plan that will be provided, shall make a provision of the frontage access considered and reasonable and the same shall be approved and communicated to TANESCO.
- 3.4. The Seller ensures and guarantee to build a compressed earth road from the main road connecting from Zegereni tarmac road to the gate of the buyer connecting to the plot and the said road is meant to be 1.7 KM long with 8 meters wide carriage way. The Vendor is required by this Agreement to build the said road within the **period of 110 days** from the date of fifty percentage (50%) payment to his bank account of the purchase price. If the Vendor delays to accomplish the road for thirty days beyond the prescribed period of this Agreement, the penalty of Tanzania shillings Fifty Thousand (**TZS 50,000**) per

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day shall apply to the Vendor and shall be paid to the buyer. More delays will attract the putative penalty of **TZS 200,000/-** per day. If there would be any delays the vendor shall be liable to penalty at a tune of **TZS 50,000/-** per each day of delay.

- 3.5 Subject to clause 3.4, the parties have further agreed that the Vendor after being paid the First Instalment of 50% of the purchase price shall instruct his surveyors to mark an alternative access to the land which is partially exists locating from Kairuki Industry to the gypsum factory which is in use by other factories. The road in partial existence marks the portion of road of approximately 800 meters alongside plot number 184 Kivulini which shall be marked by the Vendor's surveyors in which the Purchaser shall be required to clear the bushes in order to suit his temporary access to his land while waiting for their main road access as per clause 3.4 above.
- 3.6. The seller will also assist the buyer to connect electricity in the area.
- 3.7. Each party shall also be liable to pay their own costs and taxes if any.
- 3.8. The seller providing the surrender deed registered on the area with new Town Planning and registered survey of the area after the surrender.
- 3.9 The seller shall ensure timely submission of documentations to the buyer in order to proceed with the Derivative Title. The documentations shall be the basis of signing of this Agreement.

4.0 Mode of Payment of the Purchase Price:

- 4.1 That the payment as mentioned under clause 2.1 shall be paid in the following manners: -
- (a) The parties have agreed to have an Escrow Agent to serve as an intermediate for the payment of the purchase price. Further details are outlined in an additional Escrow Agreement between the purchaser and Vendor which is attached herein and marked as Annexure A and it forms a part to this agreement.
 - (b) The parties have agreed that upon signing of the Agreement, the Purchaser shall deposit fifty percent (50%) of the purchase price to the

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Escrow Account immediately within 7 days of the opening of the Escrow Account. The Vendor confirms that he shall deliver to the Purchaser the registered surrender, Registered Form Number 19 and registered Form Number 1, registered survey plan and registered Town Plan Drawings within Eighteen (18) days of signing this agreement and the Purchaser confirms further once the above mentioned documents are presented to him then in the next 24 hours the Escrow Agent SHALL release the same to the Vendor's personal bank account as indicated in this Agreement. Provided that, if the purchaser fails to remit the money in the Escrow Account within seven days (7 days) of the opening of the Escrow Account, the purchaser shall be liable to a default fine of **TZS 50,000/-** of each day of delay.

- (c) Then, Forty percent (40%) of the Purchase price shall be deposited immediately in the Escrow Account after the instalment under clause 4.1 (b) is released and it shall be paid to the Vendor from the Escrow Account within 48 hours after the land allocation committee and the office of the Commissioner approves the allocation of the land to the purchaser and the same is submitted to Tanzania Investment Centre (TIC) for preparation of the Derivative Title.
- (d) The remaining ten percent (10%) shall be paid within 48 hours to the Vendor after the issuance of the Control number for payment of Derivative Title under the name of the Purchaser by Tanzania Investment Centre (TIC).
- (e) All payments to the Vendor's Bank account in TZS in relation to this Agreement shall be made in the following details:

JULIAN SHAWN KADRI
CRDB BANK TZS ACCOUNT
NO. 0152621458300

5.0 TERMS OF PURCHASE

- 5.1 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

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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 Vendor shall ensure to provide cooperation 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 registration to the Purchaser when needed.

- 5.2 Both parties agree that once the fifty percent (50%) payment of the purchase price is made into the escrow account and released to the vendor then the Purchaser shall have the right of possession of the property and shall further have the right to start erecting buildings on the area upon issuance of the building permits from Kibaha Municipality with an assistance of the Vendor.
- 5.3 The purchaser shall ensure that all encumbrances are removed from the property before commencement of the registration process.
- 5.4 The parties in this agreement shall reserve the right to be indemnified by each of them for any delays of the completion of the process as stated under clause 4.1 herein.
- 5.5 The Vendor shall immediately upon signing of this agreement hand over certified copies of the 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 registration of the new owner to the property/ change of ownership of the property to the Purchaser.
- 5.6 The Vendor shall provide Vacant possession and handover the Property to the Purchaser immediately after the payment is made to the designated bank account as may be provided by the vendor and agreed by the purchaser.
- 5.7 The performance of this Agreement by the Purchaser shall be subject to the Vendor 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.

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- (b) National identity Card.
- (c) Spousal consent (if any).
- (d) Certified Title Deed of the Area
- (e) Certified Surrender Deed of the Area approved and registered.
- (f) Original Town Plan and relevant documents.
- (g) Original Registered survey of the area and relevant documents.
- (h) Introduction letters from the local government leaders as the owner of the property.

5.8 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 Vendor:

- (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 or/and passports of the shareholders; and
- (e) copies of Passports or National Identification Cards of the directors.

5.9 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for registration from the Commissioner of Lands (the **Commissioner**), in the event the Parties fail to obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the Vendor shall be required to pay the Purchaser all the monies paid without deducting any amount. If by any chance the transaction is not completed or the Purchaser does not end up with the Title Deed of the area under his name, then all monies paid in advance shall be refunded to the Purchaser by the Vendor and the same shall NOT include any costs incurred by the Purchaser in erecting buildings on the area and developing the same. This is because the erection of the buildings or any other structures was made after the due diligence conducted on the party of the Purchaser and if there is any risk, then such risk shall be deemed as calculated. The purchaser shall not be entitled to any refund

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payment if he fails or neglects to issue a cancelation notice within 30 days of him being made aware of the transfer refusal.

- 5.10 The Vendor shall pay and indemnify the Purchaser any cost that the Purchaser will incur in relation to any future disputes that will arise on the area in relation to the ownership of the land by the Vendor even after the Title is issued in the name of the Purchaser. The Vendor shall be liable to pay the Purchaser compensation against any legal disputes or suits raised against the Purchaser originating from the ownership of the land by the Vendor or by any person with a dispute about the ownership of the area by the Vendor. The same shall include but not limited to legal fees and any compensation that must be made by the Purchaser.
- 5.11 The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title.

6.0 VACANT POSSESSION AND HANDOVER OF DOCUMENTS OF TITLE PENDING COMPLETION OF PAYMENT OF PURCHASE PRICE

- 6.1. Upon the payment of the Purchase Price, as hereinabove stipulated, the **Vendor** undertakes to co-operate in the process of the transfer of the Property and the registration of the same in the name of the **Purchaser** including the signing and execution of the Sale Agreement and any other documents required to be signed and executed by the Parties per the laws of Tanzania.
- 6.2 The Vendor shall immediately upon signing this Agreement and the money being transferred in the Designated Account as mentioned earlier, handover the original documents for the Property as well as all related transfer documents to the Vendor's appointed attorneys for purposes of commencing with the transfer of the Property to the Purchaser.
- 6.3 The Vendor warrants that the Property has no encumbrances. However, at any moment in time, the Purchaser encounters any encumbrances, the Vendor warrants further that the same shall be removed before the commencement of the registration process.

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6.4 The Parties mutually agree that Vacant possession and the handover of the documents shall be done per the terms of clause 5.2 hereinabove.

7.0. APPROVAL OF THE COMMISSIONER FOR LANDS

7.1. 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.

7.2. The Purchaser shall jointly work with the Vendor's representatives during the process of transfer of the Property up to the stage of registration of new ownership as per survey approvals in plot number 183 Block A Visiga Kivulini, Kibaha Town within Coast region under first registration in the name of the Purchaser by the Registrar of Titles.

8.0. FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

8.1. 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.

8.2. In case of termination of this Agreement under the terms of this clause, neither the **Vendor** nor the **Purchaser** shall be treated as in breach of this Agreement.

8.3. Because of the Commissioner's refusal to give consent, the **Vendor** shall, within Thirty (30) days after such a refusal has been realised, return all the payments paid as a Purchase Price by the **Purchaser**, subject to any reasonable deductions which may be withheld by the Vendor in connection with the sale as agreed in this Agreement.

8.4. All other payments made by each of the Parties in respect of fees, duties and incidental costs will be at each Party's cost.

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PARTIES' COVENANTS

9.0. GENERAL COVENANTS

- 9.1. 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.
- 9.2. 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.

10. COVENANTS BY THE VENDOR

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

- 10.1. It has the power to enter into and perform the obligations under this Agreement;
- 10.2. It has full authority to sell, transfer and dispose of the Property and it has 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;
- 10.3. It 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 Property.
- 10.4. 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;

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- 10.5. 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;
- 10.6. 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;
- 10.7. 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.
- 10.8. 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 **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 10.9. The Vendor 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 Vendor 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 Vendor has any ownership right or title to the Property and the Property has not been and will not be allocated to any other person.

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

11. COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with the Vendor that:

- 11.1. It has the power to enter and perform its obligations under this Agreement.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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
- 11.5. 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.

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12.0. 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.

13.0. 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.

14.0. CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

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

15.0. COSTS

15.1. General costs:

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

15.2. The Stamp Duty, Capital Gains Tax and other duties and fees

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

16.0. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

16.1. 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 vested with requisite jurisdiction.

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16.2. 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.

16.3. 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.

16.4. 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

17.0. **CONFIDENTIALITY**

17.1. 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.

17.2. 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.

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18.0. 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.

19.0. 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.

20.0. 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

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prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

To the Vendor:

Contact Person: JULIAN SHAWN KADRI
Address: P.O Box **8394**, Dar es Salaam
Tel: +255 787 400 033
Email: Juliankadri1980@gmail.com

To the Purchaser

Contact Person: MA HUGEJILETU
Address: P.O. Box, Dar es Salaam
Tel: 0765955955
Email: hugjilbnu@gmail.com

21.0. SOLE CONTRACTUAL RELATIONSHIP:

- 21.1. The Parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations. Immediately after the Purchaser completes her obligation to pay the Purchase Price in full as provided this Agreement shall be drafted and executed between Parties and shall be used for purposes of Transfer of ownership of the Property from the Vendor to the Purchaser or her Assignees.
- 21.2. This Agreement is independent of the Agreement and does not bind the Parties to sell or buy the Property.
- 21.3. 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.

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22.0. TERMINATION

22.1. 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 not limited to.

- (a) failure to acquire the Commissioner’s consent/approval for the contemplated disposition as stipulated in clause 7.0 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.

22.2. Provided that upon the termination of this Agreement as a result of the provisions of clause 22.1 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 by the said
JULIAN SHAWN KADRI
 at **DAR ES SALAAM** in the
 the presence of us this 1st day of Feb 2024

} 

VENDOR

Handwritten: VSA - 2024.2.1

Handwritten: JSK

Before me:

Name: Ferdinand Makore RUGE

Signature: _____

Postal Address Box 8752 DAR ES SALAAM

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



SEALED with the **COMMON SEAL** of the said
DONGFANG STEEL GROUP LIMITED and
DELIVERED at **DAR ES SALAAM** in the
the presence of us this ____ day of ____ 2023



Name: WANG YONG
Signature: _____
Designation: DIRECTOR

Name: MA HUGUJILETU
Signature: _____
Designation: GENERAL MANAGER

Before me:

Name: Njile Willy Alexander Bus

Signature: _____

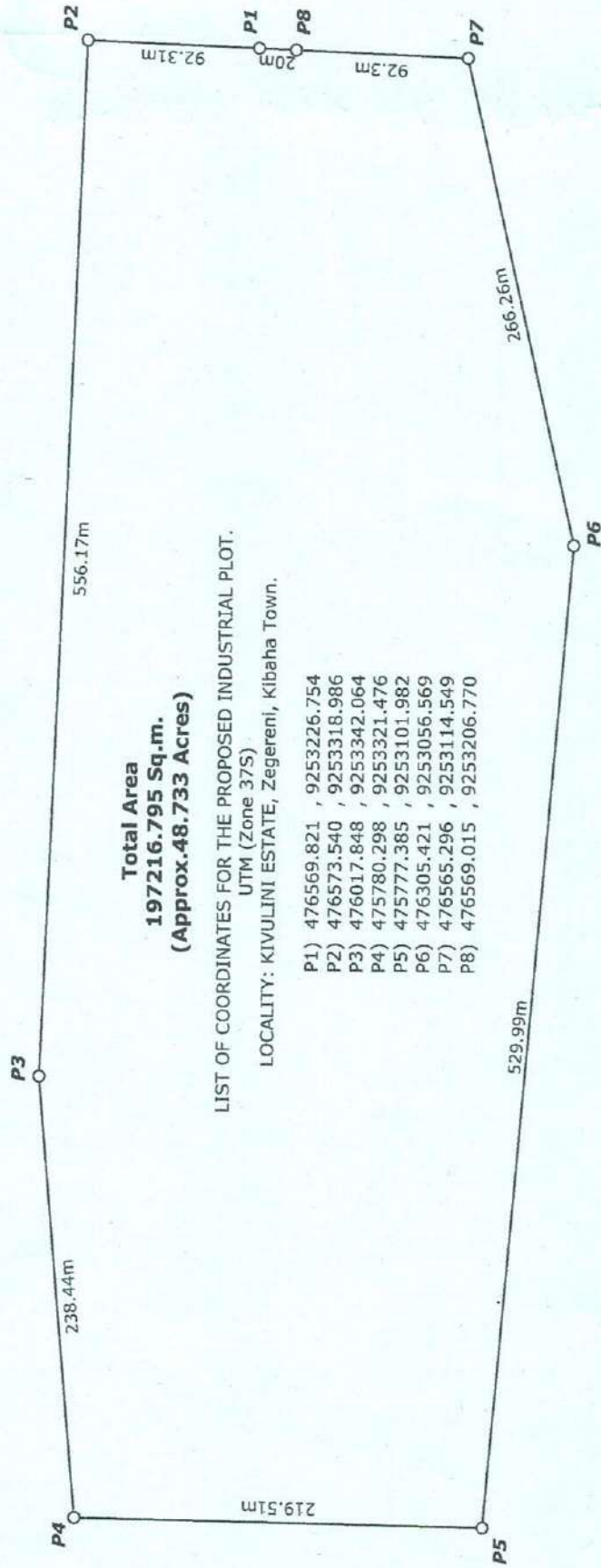
Postal Address 38016, PSM

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



JSK

ANNEX 1: A SKETCH OF PROPOSED INDUSTRIAL PLOT AT KIVULINI ESTATE - ZEGERENI, KIBAHA TOWN.



Total Area
197216.795 Sq.m.
(Approx.48.733 Acres)

LIST OF COORDINATES FOR THE PROPOSED INDUSTRIAL PLOT.
 UTM (Zone 37S)

LOCALITY: KIVULINI ESTATE, Zegereni, Kibaha Town.

- P1) 476569.821 , 9253226.754
- P2) 476573.540 , 9253318.986
- P3) 476017.848 , 9253342.064
- P4) 475780.298 , 9253321.476
- P5) 475777.385 , 9253101.982
- P6) 476305.421 , 9253056.569
- P7) 476565.296 , 9253114.549
- P8) 476569.015 , 9253206.770

2/24 - 2024.2.1