

AGREEMENT FOR THE SALE OF LAND

BETWEEN

ZAIDI HAMDOON HAMADI

AND

SAMYI COMPANY LIMITED

IN RELATION OF PLOT NO. 3, BLOCK "H" KISEMVULE IN MKURANGA DISTRICT WITH
CERTIFICATE OF TITLE NO.165098MG

DRAWN BY: -

Winstlaw Attorneys
3rd Floor, Alfa Plaza
Ali Hassan Mwinyi Road,
Plot No. G6
P.O. Box 32080,
DAR ES SALAAM

AGREEMENT FOR THE SALE OF LAND

This Agreement is made at Dar es Salaam on this 2 day of 2 2024

By and between

ZAIDI HAMDOON HAMADI P.O. Box 46412, Dar es Salaam, (hereinafter called "the Vendor") which expression shall where the context so admits include his successors, assignees, and agents of the one part.

AND

SAMYI COMPANY LIMITED of P.O. Box 32080, Dar es Salaam (hereinafter called "the Purchaser") which expression shall where the context so admits include his successors, assignees, and agents, of the other part.

WHEREAS:

- A. The Vendor is the lawful owner of PROPERTY KNOWN AS Plot No.3 Block "H", in Mkuranga District being the property comprised in certificate of Occupancy, bearing Title No. [165098 MG], measuring 12,900 Square meters, and desires to sell the said property together with all buildings thereon and any improvement made thereon and all rights easements and appurtenance thereto belonging, (hereinafter called the "Property");
- B. The vendor has offered to sell the Property to the Purchaser together with all exhausted and unexhausted improvements made, carried, and undertaken on the property, 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 165098MG.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Vendor shall sell and the Purchaser shall buy the said property free from any encumbrances, lien, or third-party notice for consideration of Tanzania Shillings Six Hundred Million Only (Tzs600,000,000/=) in respect of PROPERTY KNOWN AS Plot No. [3], in Mkuranga District being the property comprised in certificate of Occupancy, bearing Title No. [165098 MG], measuring 12,900 Square meters. (hereinafter called the Purchase Price).
2. That upon execution of the agreement the vendor shall surrender to the purchaser only the Original Certificate of title, the signed Sale agreement and spouse consent. The payment of the purchase price shall be made in two installments only. The Purchaser shall within seven (7) days from the date of signing of this sale agreement

make payment of 60% equivalent to TZS 360,000,000/= being the first installment of the purchase price hereinafter referred to as the 1st Installment payment.

3. The remaining land forms shall be signed in triplicate and surrendered to the purchaser by the vendor within two days after the first installment payment has been reflected unto the vendor's bank Account to the tune of 60% of the total purchase price.
4. The vendor shall accept the purchase price to be paid through the below stipulated Bank Account only. No cheque payment, cash payment, promissory note, and any other mode of payment of whatsoever other than direct bank deposit or bank-to-bank transfer shall be acceptable or acknowledged pursuant to this agreement.
5. That the 2nd Instalment payment of 40% equivalent of TZs 240,000,000/= of the agreed Price shall be paid within 5 days after completion of the transfer and the grant of derivative right by Tanzania Investment Centre to the Purchaser. In the event the purchaser fails to pay fully the remaining 40% within the stipulated time, the purchaser shall have the duty to pay the vendor the balance plus the interest of 2% of the unpaid amount per month from the date of default.
6. That the parties agree that the Purchaser shall proceed with construction and building after 1st instalment payment in full. However, the purchaser shall not commence any production unless and until the 2nd and the last instalment has been paid fully to the Vendor. This clause shall serve as the NOTICE to any competent authority in Tanzania, quasi-judicial bodies, Embassy, and to parties hereto in the event of breach of peace arising in between parties over the final instalment payment viz a viz commencement of production by the Purchaser.
7. That upon signing and executing this agreement, the agreement shall take effect or shall come into operation after the Vendor gives all the original documents relating to 165098MG, If the vendor fails to surrender all the original documents to the Purchaser over the property save for the land forms shall be signed and surrendered within two days after the 1st instalment has reflected in vendor's account this agreement shall become void immediately and the vendor shall compensate the Purchaser.
8. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute all the Transfer documents for the conveyance of the said 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.
9. That the execution of this agreement, transfer forms, and other supporting documents necessary hereto is subject to the Vendor granting vacant possession and in the event such vacant possession is not granted the Vendor shall reimburse the Purchaser all that payments made in advance for the clearance of doubt the property will be handed over upon the receipt of the first payments.

10. The vendor and his assignees shall vacate from the property within 10 days from the date the 1st instalment of payment has been reflected in the Vendor's bank account. After the vendor, and his assignees have vacated from the property the vendor shall not be liable for any unlawful act, loss of the properties, and any other conduct that may arise in the area except if such duty is specifically stated under this agreement.
11. 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 which arose prior before this sale agreement.
12. The Vendor hereby covenants 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.
13. That the Parties agree that the valuation fee, all Government taxes, registration fees and all other cost shall be borne by the Purchaser who as per this agreement shall carry over all transfer processes. However the vendor shall contribute to the purchaser the amount to the tune of Tanzanian shillings Sixty Million only (60,000,000/=). After the vendor shall have contributed the said fifty million to the Purchaser, the vendor shall be absolutely excluded from any further payment of money for purpose of transfer of the title save for any charges accrued prior before signing of this Agreement.
14. The Purchaser reserves the right to make 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 from the relevant authorities.
15. The purchaser shall be responsible for the valuation fee arising out of and/or incidental to the preparation and completion of this Agreement and the Transfer documents by virtue of this transaction until the property has been fully registered in the name of the Purchaser.
16. That all payments from the Purchaser to the Vendor shall be made direct by transfer to the following bank account or Cash as attached to this agreement only and proof of payment shall be delivered to the Vendor once the payments are transferred.

Bank Name: NMB Bank
Account name: ZAID HAMDOON
Account Number: 70110005946
Location: Head Office
Swift code:
Currency: TZS

17. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.

18. AMENDMENTS

No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

19. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part thereof, or the right of any Party to enforce the provisions of this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

21. GOVERNING LAW

This Agreement shall be construed and governed in accordance with the Tanzania Laws.

22. JURISDICTION

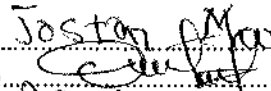
Any dispute or difference which may arise between the parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of the competent authority in Tanzania.

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


SIGNED and DELIVERED at Dar es Salaam
by the Vendor namely
ZAIDI HAMDOON HAMADI, who is known to me
Personally, or identified to me by
The later known to me personally in
this day of February 2024 at Dar es Salaam



THE VENDOR

BEFORE ME:

Name..... Jostan Mwanukuzi
Signature..... 
Address..... P.O. Box 13631 Dar es Salaam
Qualification..... Notary Public & Commissioner



Vendor..... 

Purchaser..... 

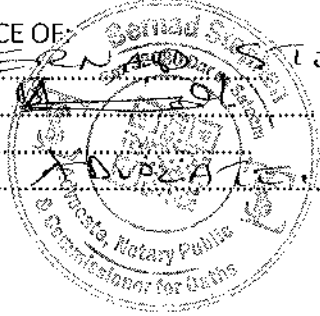
SEALED with a COMMON SEAL of
SAMYI COMPANY LIMITED
in our presence this2..... day of
.....2.....2024 at Dar es Salaam

THE PURCHASER

Name... CHAI JIOSHUN
Signature... [Signature]
Address.....
Qualification... DIRECTOR

Name... CHEN YANHUA
Signature... [Signature]
Address.....
Qualification... DIRECTOR

IN THE PRESENCE OF:
Name: BERNARD STEPHEN
Signature: [Signature]
Date:
Qualification: ADVOCATE



Vendor... [Signature]

Purchaser... [Signature]

Handwritten notes: 165098
Company
documents

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY


(Under Section 29)

Date of Issue:

Title Number: **165098 MG**

Land Office Number: 729810

Land: PLOT NO. 3 BLOCK 'H' KISEMVULE IN MKURANGA DISTRICT

W/L No. 165098 MA
REGISTERED 15-08-2017
AT 01:08 PM

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 20,630/-
On Original Receipt No. 14438213
of 26-01-2017
Land Form No. 22
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 100/-
On Original Receipt No. 14438213
of 26-01-2017
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No: 165098 MA
L.O. NO. 729810
LD/MK/2040

The 14th day of August Two thousand and Sixteen
Seventeen
JWS/CS

THIS IS TO CERTIFY that ZAIID HAMDOON HAMADI of P.O. Box 46412 DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the land") for a term of **ninety nine** years from the first day of **July, Two thousand and sixteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The occupier having paid rent up to the thirtieth day of June, 2017, shall thereafter pay rent of shillings **four hundred twelve thousand eight hundred (412,800/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil prevent soil erosion on the land and do all things which may be required by authorities responsible for environment and to achieve such objective.
- (iii) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of Right and conform to the building line (if any) decided by the **Mkuranga District Council** (hereinafter called "the Authority").
- (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.
- (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.

3. The Occupier shall further

- (i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Industrial purposes use only**. Use Group 'N' use classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulation, 1960 as amended in 1993.

5. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premium taxes and dues prescribed in connection with that disposition.

7. The President may revoke the right for good cause or in public interest.

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SCHEDULE

1. that land known as **Plot No. 3 Block H** situated at **Kisemvule** in **Mkuranga District** containing ~~twelve thousand nine hundred thirty seven~~ **(12,900) square metres** shown for certification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **74189** deposited at the Office of the Director for Surveys and Mapping at **Dar Es Salaam**.

Rm/AMIE

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

AM

ASSISTANT COMMISSIONER FOR LANDS

the within named **ZAIDI HAMDOON HAMADI** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

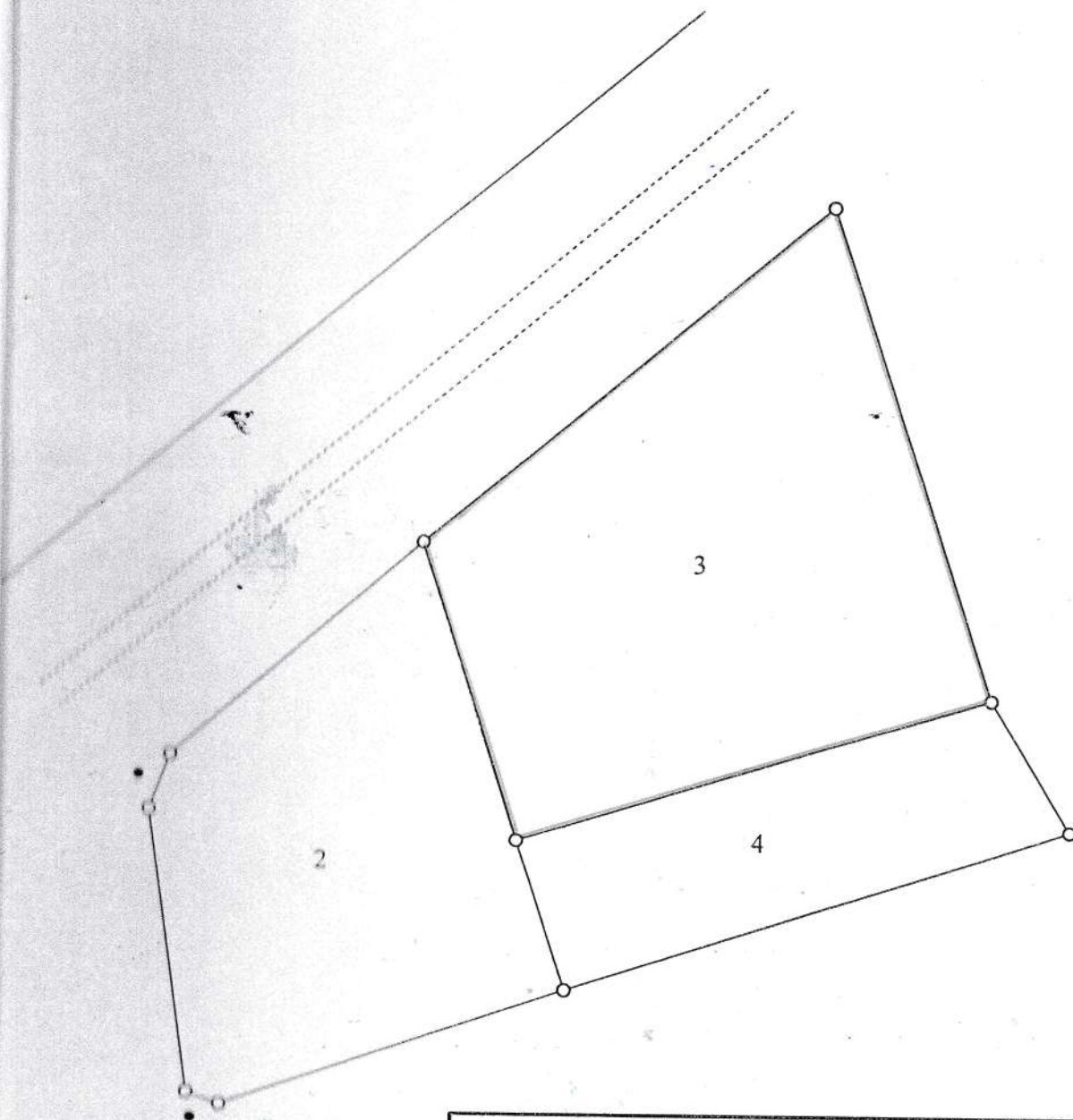
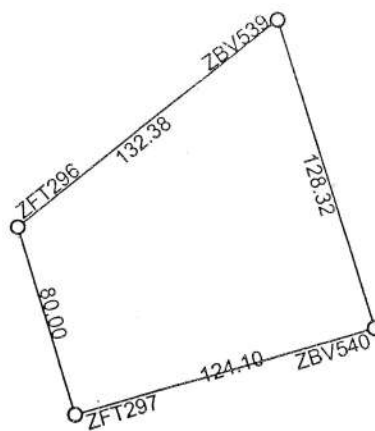
SIGNED and DELIVERED by the Said **ZAIDI**)
HAMDOON HAMADI who is known to me)
personally/identified to me by.....)
the latter being known to me personally in my presence)
this.....*05th*.....day of *Sept*.....2016.)
Signature:.....*[Signature]*)
Postal Address: *P.O. Box 78203 ASM*)
Qualification: *ADVOCATE*)

[Signature]

NYARONYO MWITA KICHEERE
Advocate, Notary Public &
Commissioner for Oaths
P. O. Box 78203, D'Salaam

MKURANGA DISTRICT

LOCALITY..... KISEMVULE.....
BLOCK..... II.....
PLOT No..... 3.....
LO No..... 729810.....
AREA..... 12,900 SQM.....



This plan prepared in accordance with Registered Plan No.....74189.....

is approved for purpose of the Land Registration Ordinance.

For Director of Surveys and Mapping.....*Hambis*.....Date.....09.02.2017.....

Ministry of Lands and Human Settlements Development, Dar es Salaam.

The issue of this plan implies no guarantee or admission of title by the Government.