

**THE UNITED REPUBLIC OF TANZANIA**

THE LAND ACT, Cap 113 R.E 2019  
LAND REGISTRATION ACT, Cap 334 R.E 2019  
THE COMPANIES ACT, Act No 12 OF 2002

**SALE AND PURCHASE AGREEMENT  
OF A RIGHT OF OCCUPANCY**

Dated this..<sup>16<sup>th</sup></sup>.....day of AUGUST, 2024

**BETWEEN**

**DOMINA DAMIAN MADELI  
(SELLER)**

**AND**

**XIANG HONG TECHNOLOGY CO.LTD**

\_\_\_\_\_  
(PURCHASER/BUYER)

**IN RESPECT OF THE LANDED PROPERTY LOCATED AT  
ZEGERENI AREA, KIBAHA TOWNSHIP, COAST REGION  
MEASURING 9269 SQM, TITTLE NO. 156650, L.O NO.693141,  
PLOT NO.185, BLOCK A IN THE NAME OF DOMINA DAMIAN  
MADELI.**

**DRAWN BY;**

**WILHELM PATRICE SHIRIMA & BENEDICT MESHACK (Advocates)**  
HELMS at Law Advocates  
Chimara street,  
P.O BOX 1233.

**DAR ES SALAAM.**

+255 755005022, +255 765834321  
[wilhelmshirima95@gmail.com](mailto:wilhelmshirima95@gmail.com)/[bennymasika@gmail.com](mailto:bennymasika@gmail.com)



THIS AGREEMENT is made at Dar es Salaam this <sup>16<sup>th</sup></sup>.....day of AUGUST, 2024

**BETWEEN**

**DOMINA DAMIAN MADELI**, whose address for the purposes hereof is P.O Box 65577 Dar es Salaam (hereinafter called the "**Seller**" which expression shall include and extend to his permitted successors in title and assignees) of **One Part**;

**AND**

**XIANG HONG TECHNOLOGY CO. LTD**, a company duly registered under the Companies Act and operating in adherence to the laws of the United Republic of Tanzania whose address for the purposes hereof is, P. O. Box 11101, Chimara Dar-es- Salaam, Tanzania (hereinafter called the "**Purchaser/Buyer**" (used interchangeable) of Other Part;

**PREAMBLE:**

**WHEREAS**, the Seller is the registered owner of the property under certificate of Tittle No. 156650 PLOT NO. 185 BLOCK "A" Kibaha Township Coast Region with all the exhausted or unexhausted improvements and together with all other developments and appurtenances therein contained (hereinafter referred to as the "**Property**"); and

**WHEREAS**, the Seller has offered to sell the Property referred hereinabove to and the Purchaser has agreed to purchase the said Property on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1.0 DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement if the context so allows:

"**Agreement**" means this Sale Agreement and includes any other addendum/s signed by the Parties in accordance with the terms of this Agreement;



**"Completion Date"** means the date on which the original documents of ownership of the Property are given to the Purchaser, following the receipt by the Seller of the full amount of the Purchase Price.

**"Commissioner"** Means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, appointed from time to time under Section 9 of the Land Act, CAP. 113 (Revised Edition, 2019) (as amended from time to time) (hereinafter referred to as the **"Land Act"**), or any other person upon whom the powers of the Commissioner to consent dispositions of land have been vested or delegated or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated or authorized to be performed under Section 37 of the Land Act;

**"Confidential Information"** means privileged information shared between the Parties to this Agreement relating to the business of the Parties contained herein or supplied by either Party in the course of this Agreement and communicated as privileged;

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement or arrangement of any kind or any right conferring a priority of payment;

**"Land"** means the property located at Kibaha Township, Tanzania which is owned by the seller;

**"Notice"** means any notice issued under this Agreement;

**"Occupation Date"** means the date of handover of the Property by the Seller to the Purchaser, as the owner;



**"Party/ies"** means the signatories to this Agreement;

**"Property"** means the property as described under the Preamble above;

**"Purchase Price"** means the consideration for the purchase of the Property, which is Tzs. 149,064,739.00/= (One Hundred and forty nine Million and sixty four thousand seven hundred thirty nine and three Cent Only) to be paid to the Seller by the Purchaser, on the terms provided in this Agreement; and

**"Signature Date"** means the last date upon which this Agreement has been duly executed and signed by each of the Parties.

- 1.2 References in any Schedule to numbered paragraphs are references to the relevant paragraph in that Schedule, unless the context otherwise requires.
- 1.3 References to any provisions of this Agreement or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time.
- 1.4 References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision.
- 1.5 Clauses, schedules, paragraphs and headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of the clauses, schedule or paragraph to which they refer.
- 1.6 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa.



- 1.7 Words of one gender include both other genders, and words denoting natural persons include corporations and firms.
- 1.8 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.
- 1.9 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

## 2.0 CONSIDERATION

2.1 That in pursuance of this Agreement and in consideration of payment of **Tzs. 149,064,739.00/=** the Seller shall transfer by way of outright sale, and the Purchaser, shall make payment immediately on the date of executing this agreement according to the terms contained herein.

2.2 That, the above consideration shall be paid in a single Installment upon Completion of the transfer through Seller Bank Account with the Following Bank details;

**Bank Name: CRDB**

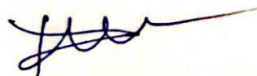
**Account Name: DOMINA DAMIAN MADELI**

**Account Number: 0152460365300**

**Currency: TZS. 149,064,739.00/=**

It is mutually agreed that, the purchaser shall make payment as stipulated above, immediately after execution of this agreement.

2.3 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this Agreement.



That the Property is sold free from all encumbrances such as leases, mortgages, lien and other security interests.

- 2.5 The Seller and Purchaser have agreed that the full consideration shall be paid at the execution of this agreement according to the terms specified herein above.

**4.0 SUBMISSION OF DOCUMENTS UPON CONCLUSION**

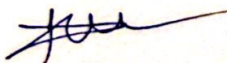
Upon execution of this Agreement and payment of the consideration in full the Seller shall hand over and deliver to the buyer, the following documents in respect to the Property:

- (a) Original documents evidencing ownership of the Property by the Seller.

**5.0 COVENANTS BY THE SELLER**

The Seller hereby covenants that:

- 5.1 This agreement shall be furnished by paying the consideration as purchase Price under a single Installment and proof of payment shall be communicated to the seller as soon as possible.
- 5.2 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, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 5.3 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 governing the Seller or to which the Seller is subject;
- 5.4 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Seller or require any consent under any agreement or other instrument to which the Seller is a party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Seller. The transactions



provided for in any other material contracts to which the Seller is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

- 5.5 No litigation or arbitration 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 it or the Property;
- 5.6 The Purchaser purchases the Property subject to all terms of use applicable;
- 5.7 All information that has been made available to the Purchaser, or its representatives by the Seller or any of its 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 facts;
- 5.8 Each representation and warranty indicated in this Agreement 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 Seller acknowledges that the Purchaser have entered into this Agreement relying on these representations; and
- 5.9 The Seller understands that the Purchaser have conducted a due diligence on the Property and he is satisfied with the information obtained thereon however in the event of any misrepresentation regarding the Property, the Seller shall reimburse the Purchaser the Purchase Price in full amount.

**6.0 COVENANTS BY PURCHASER**

The hereby covenants that:

- 6.1 He has power to enter into and perform their obligations under this Agreement. 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, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;



6.2 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 party or by which they are bound or any judgment, 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 party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

6.3 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 liability to observe or perform his material obligations under this Agreement and the transactions contemplated hereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it; and

6.4 The Purchaser shall within fourteen (14) days after the occupation date notify the Seller in writing of all or any defects of the Property, failing which the Purchaser shall be deemed to have accepted the Property in good order and condition.

#### **7.0 COSTS AND TAXES**

7.1 The Buyer shall pay for professional costs incurred in respect to the preparation of this Agreement and subsequent legal activities as far as disposition is concerned.

7.2 The Parties have agreed that the Purchaser shall be responsible for payment of any costs involved in the transfer of the property's ownership to the Purchaser.

7.3 The Seller shall also be responsible for land rent in respect of the property.

7.4 The Purchaser shall also be responsible for payment of registration fees for the Property to the respective government authorities and shall ensure the Property is transferred in his name.



**8.0 NOTICES:**

- 8.1** Any notice required or permitted to be given or made under this Agreement and any other Agreement between the Parties shall be in writing, and any such notice shall be deemed to have been duly given or made when it shall be delivered by hand or by post, telegram, cable, email, fax or telex to the Party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or at such other address as such Party shall have designated by notice to the Party giving such notice.

**9.0 CONFIDENTIALITY**

- 9.1** Confidentiality of the information.

During the subsistence of this Agreement, each Party and/or its affiliate(s) shall receive and maintain all Confidential Information in the strictest confidence that upon disclosure of any information by the Seller it shall amount to breach of the contractual terms and the Purchaser shall be entitled to review the terms and conditions herein including termination of this Agreement or impose any other penalties that it may deem fit and reasonable depending on the extent of damage suffered due to disclosure of information contained herein by the Purchaser, its assignees, agents, suppliers or employees or any other person who may have access to this Agreement.



**Limit to Disclose.**

Each Party and/or its affiliate(s) shall limit disclosure of any Confidential Information to those of its employees, agents, and representatives on a need -to-know basis. Either Party prior to making disclosure of any Confidential Information shall exert best efforts to cause the receiving entity (ies) to execute papers and documents to effect substantial compliance with the provisions of this clause.

**9.3 Legal Obligation to Disclose.**

In case Party and/or its affiliate(s) or any of their employees, agents or representatives, becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient Notice to the other Party so as to permit such other Party to seek a timely protective order or other appropriate relief. If such order or order relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.

**9.4 Information in public domain.**

The obligation of confidentiality in respect of Confidential Information shall not apply to Confidential Information which is now in, or hereafter comes into, the public domain otherwise than by breach of this Agreement.

**9.5 Copies**

Each Party and/or its affiliate(s) shall make only such notes, sketches, drawings, photocopies or other written or photographic records relating to all Confidential Information as are absolutely necessary. All such materials shall belong to the Party and/or its affiliates to which the Confidential Information relates and, together with all other tangible expressions of Confidential Information held by any Party and/or its affiliates(s) shall be returned to the owner forthwith upon the termination of this Agreement.



**10.0 ILLEGALITY**

If any provision or term of this Agreement or any Party 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.

**11.0 ASSIGNMENT OF THIS AGREEMENT**

This Agreement is personal to the Parties and the Parties are not obliged to 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 all the Parties hereto.

**12.0 MISREPRESENTATIONS**

Save for the representations and warranties given hereinabove, 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 have induced the Parties to enter into this Agreement.

**13.0 BREACH**

**13.1** Should the Parties fail to comply with any provisions of this Agreement, whether it be a material provision or not the defaulting Party will be entitled to notify the other Party in writing of the failure and make demand to the other Party to rectify the failure within fourteen (14) days from the date of the Notice and should the defaulting Party fail to remedy the breach by the said date the other Party will then be entitled



without prejudice to any other rights which it may have and without further process.

- 13.2 On failure of the Purchaser to fulfill his obligation to pay the consideration within the stipulated time frame in accordance with this agreement and without giving reasonable notice to the Seller or reason thereto, it shall amount to Breach of this Agreement and the Seller shall maintain continuous ownership of the landed property as if there was no agreement between the parties in the first place.

#### **14.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION**

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

#### **15.0 FORCE MAJEURE**

- 15.1 Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its 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 fulfill the obligations hereunder undertaken to be provided.
- 15.2 If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under Clause 15.1 above, that Party shall give written Notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reasons continues. Forthwith, upon the reason ceasing to exist, the Party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety (90) days and substantially affects the commercial intention of this Agreement, the Party not claiming relief shall have the right to rescind this Agreement, upon giving a written Notice of such rescission to the other Party and the provision for failure to obtain the Commissioner's approval shall apply *mutatis mutandis*.



**16.0 GOVERNING LAW AND DISPUTE CLAUSE:**

All matters from or in connection with this Agreement shall be governed by the laws of the United Republic of Tanzania. Any disputes arising from or in connection with this Agreement shall be resolved amicably failing which; an aggrieved party may take court action.

**17.0 WAIVER:**

No failure or delay by any Party to exercise any of its rights herein shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude further exercise thereof.

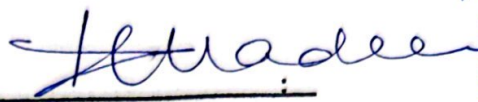
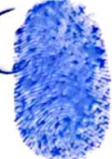
**18.0 AMENDMENT:**


The provisions of this Agreement may be amended from time to time by the Parties and such modifications as the Seller and Purchaser may agree shall be in writing and supplemental to this Agreement.




WITNESS WHEREOF the Seller and the Purchaser have hereunto set  
respective seals and hands to this indenture of sale on the day, month  
year first above herein written.

**SIGNED and DELIVERED** at Dar es  
Salaam by **DOMINA**  
**DAMIAN MADELI** Who is  
Who is known to me personally this  
16<sup>TH</sup> day of **AUGUST, 2024**

  
**SELLER** 

**Full Name:** Dennis K. Festo.  
**Signature:**   
**Postal Address:** Box 65377  
**Designation:** **WITNESS.** / husband.

**BEFORE ME:**

**Full Name:** **WILHELM PATRICE SHIRIMA**  
**Signature:**   
**Postal Address:** **P. O BOX 1233 MOSHI.**  
**Designation:** **COMMISSIONER FOR OATH**



SIGNED and SEALED BY THE  
COMPANY SEAL of XIANG HONG  
TECHNOLOGY  
COMPANY LIMITED at Dar Es Salaam  
this 16<sup>TH</sup> day of August, 2024.



COMPANY SEAL /SELLER

Full Name:

WU FUYOU

Signature:

吴福佑

Postal Address:

P.O Box 000 DSM.

Designation:

**MANAGING DIRECTOR**

Full Name:

吉学群 JI XUE QUN

Signature:

吉学群

Postal Address:

P.O Box 000 DSM.

Designation

**MANAGING DIRECTOR**

**BEFORE ME:**

Full Name:

**WILHELM PATRICE SHIRIMA**

Signature:

Wilhelm Patrice Shirima

Postal Address:

**P.O BOX 1233 MOSHI**

Designation:

**COMMISSIONER FOR OATH**

