



ADDENDUM No. 1 TO THE SALE AGREEMENT

This ADDENDUM is made on this ...12... day of~~DECEMBER~~.....2023

BETWEEN:

SHAIB CASSIM TAALIB whose registered address is on House No..... Plot No., area, Kinondoni, of P.O. Box 25578., Dar es Salaam (hereinafter referred to as "the vendor") which expression shall, where the context so requires, include the vendor's representatives, successor in title and permitted assignees) of the one part;

AND

HANWEN TRADE COMPANY LIMITED, a private limited liability company incorporated and existing under the laws of the United Republic of Tanzania (Cap. 212 RE 2002) whose registered office address is at Plot No. 936, Balozi street, Mbezi beach A, Kawe, of P. O. Box 60154, Dar es Salaam, Tanzania (hereinafter referred to as "the Purchaser" which expression shall, where the context so requires, include the Purchaser's corporate representatives, successors in title and lawful assigns) of second part;

RECITALS:

- A. WHEREAS** Parties are execute this agreement as a supplement in order to provide for certain additional and amend some terms and conditions relating to the executed Sale Agreement dated 16th day of October 2023 (Hereinafter to be referred as "the Principal Agreement") in respect of purchase a piece of land with total area 684 (square meter (Six Hundred Eighty Four square meters) and all other property and developed within located at Kunduchi Mtongani area, Kinondoni Municipal, Dar es salaam.
- B. WHEREAS**, this is the Addendum No 1 to the Principal Sale Agreement

IT IS AGREED AS FOLLOWS:

- A. WHEREAS**, The Vendor sell the land to the purchaser ascribed herein known as Plot No P38066 surveyed and registered under Registered Plan No DSMS0033200 dated 14/11/2023(a copy of Survey Plan attached herewith and marked Annexure 'D' to be part of this agreement) with total 672 (Six Hundred Seventy two) Square meters(hereinafter to be referred as "the property"); The property registered under Registered Town Plan No TP/DSM/MISC/42/1188H dated on 3/01/2007(a copy of Town Plan Drawings attached herewith and marked Annexure 'E' to be part of this agreement) located at Kunduchi Mtongani area, Kinondoni Municipal, Dar es salaam Region.

3. DESCRIPTION OF THE PROPERTY:

- 3.1 The land subject to this agreement includes small unfinished house, fitting, and fixtures installed in the part of parcel of Land ascribed herein known as Plot No P38066 surveyed and registered under Registered Plan No DSMS0033200 dated 14/11/2023(a copy of Survey Plan attached herewith

and marked Annexure 'E' to be part of this agreement) with total 672 (Six Hundred Seventy two) Square meters(hereinafter to be referred as "**the property**"); The property registered under Registered Town Plan No TP/DSM/MISC/42/1188H dated on 3/01/2007 (a copy of Town Plan Drawings attached herewith and marked Annexure 'D' to be part of this agreement).

4. NO OTHER CHANGE,

Except as otherwise expressly provided in this agreement all other the terms and conditions of the existing principal sale agreement remain unchanged and in full force and effect.

5. Capitalize terms herein have the same meaning as used in the main sale agreement unless otherwise noted

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year herein before written.

THE VENDOR

SIGNED and DELIVERED at Dar es salaam by the Said **SHAIBU CASSIM TAALIB** who is known to me personally/identified to me by AMRA OTHMAN YEWA the latter being known to me personally in my presence this 12 day of DECEMBER 2023.

Full Name: Japhet Teng
Address: P.O Box 79511 DSM
Signature: [Signature]
Designation: ADVOCATE



THE PURCHASER:

SEALED WITH THE COMMON SEAL AND DELIVERED at Dar es Salaam by the said **HANWEN TRADE COMPANY LIMITED** in our presence this 12 day of 12 2023

Full Name: Guo Xibo Teng
Address: P.O Box 60154 Dsm
Signature: [Signature]
Designation: DIRECTOR



Full Name: Sun Chanef.
Address: P.O. Box #0154, DSM
Signature: 孙昌
Designation: DIRECTOR.

ANNEXURE 'D'



DAR ES SALAAM ZONAL OFFICE
PO BOX 1191, DAR ES SALAAM
Tel: No. +255 22 2120458
Fax: No. +255 22 212 4576
E-mail: smd@ardhi.go.tz



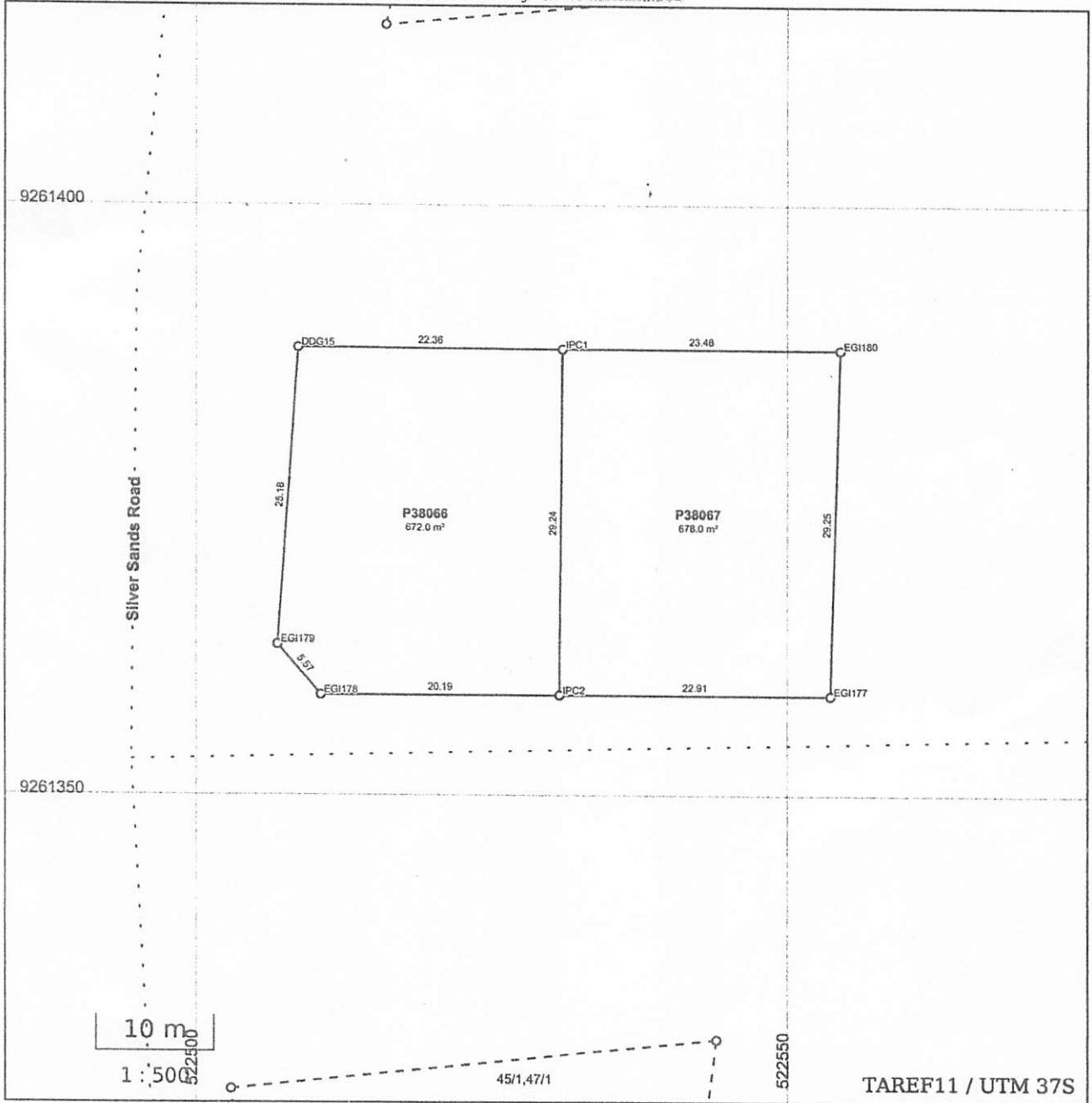
THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND
HUMAN SETTLEMENTS DEVELOPMENT
SURVEY AND MAPPING DIVISION

SURVEY PLAN

SURVEY OF PLOTS NO. AT KUNDUCHI MTONGANI KINONDONI MUNICIPALITY DSM

Registered Plan No: DSMS0033200

Instruction to Survey No: DSMI0030015



Region: Dar es Salaam
District: Kinondoni
Municipal Council
Location: Kunduchi
Mtongani
Block:
Plot No: P38066, P38067



Plan generated from parcels approved on the 14th day of November 2023 by Alick Emmanuel Laideson, Surveyor - In Charge.

I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations.

Alick Emmanuel Laideson
Surveyor - In Charge

ANNEXURE 'D'



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PO BOX 1191, DAR ES SALAAM
Tel: No. +255 22 2120458
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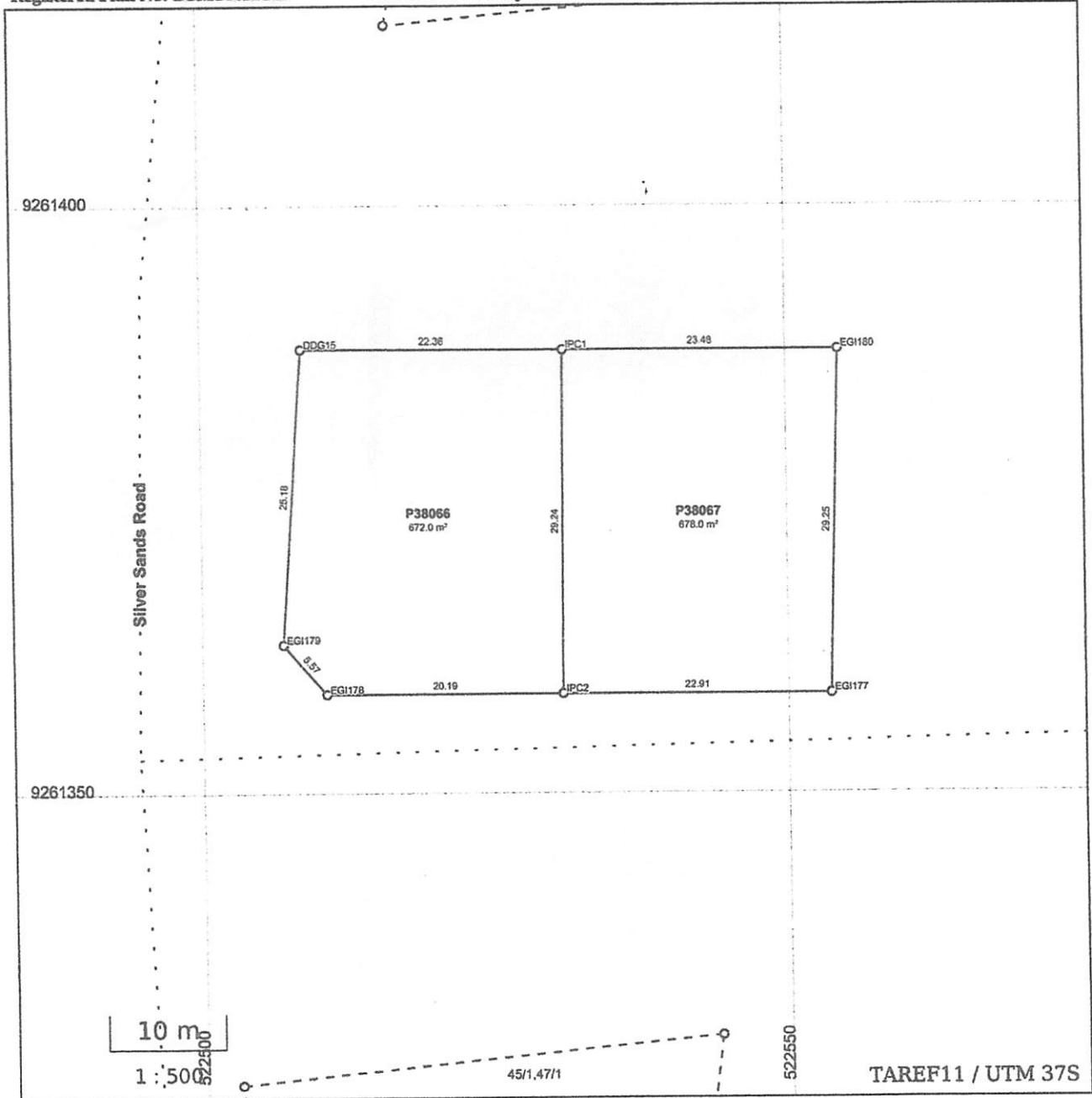
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Region: Dar es Salaam
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Plan generated from parcels approved on the 14th day of November 2023 by Alick Emmanuel Laideson, Surveyor - In Charge.

I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations.


Alick Emmanuel Laideson
Surveyor - In Charge

SALE AGREEMENT
BETWEEN
SHAIB CASSIM TAALIB
(Vendor)
AND
HANWEN TRADE COMPANY LIMITED
(Purchaser)

In respect of part of land comprised with total area of 684 square meter located at Kunduchi Mtongani area Kinondoni Municipality, Dar es salaam City.

 Certified as True Copy of the Original
Japhet Jasper Tenga
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 12/12/2025

Drawn by:
Japhet Tenga
Advocate
P.O. Box 79511,
DAR ES SALAAM.



Copy of the Original
Jabatan Jendera Terengganu
Advocate, Justice Public & Commissioner
for Galla
Date:
Sign:



SALE AGREEMENT

THIS SALE AGREEMENT is made at Dar es Salaam on this ¹⁶ day of ^{Oct} 2023.
BETWEEN:


SHAIB CASSIM TAALIB whose registered address is on House No..... Plot No.
area, Kinondoni, of P.O. Box 25578., Dar es Salaam (hereinafter referred to as "the
vendor") which expression shall, where the context so requires, include the vendor's
representatives, successor in title and permitted assignees) of the one part;

AND

HANWEN TRADE COMPANY LIMITED, a private limited liability company
incorporated and existing under the laws of the United Republic of Tanzania (Cap. 212
RE 2002) whose registered office address is at Plot No. 936, Balozi street, Mbezi beach A,
Kawe, of P. O. Box 60154, Dar es Salaam, Tanzania (hereinafter referred to as "the
Purchaser" which expression shall, where the context so requires, include the
Purchaser's corporate representatives, successors in title and lawful assigns) of second
part;

RECITALS:

- A. **WHEREAS** the vendor is lawful owner of parcel of Land located at Kunduchi Mtongani area, Kinondoni Municipality, Dar es salaam, comprised with total area of 1,387 square meter (One Thousand Three Hundred and Eight Seven square meters), held under customary ownership (a copy of sketch map attached herewith and marked Annexure 'A' to be part of this agreement), (hereinafter to be referred as "the property");
- B. **WHEREAS** the vendor is desirous to sell the part of the parcel of land located in front side alongside with Kunduchi Mtongani Road within the land ascribed herein with total area of 684 square meter (Six Hundred Eighty Four square meters) for the purpose of this agreement the area delineated marked with blue color (a copy of sketch map attached and marked Annexure 'B' to be part of this agreement) to the purchaser;
- C. **WHEREAS**, the both parties agree that, in front side of the land for sale alongside the Kunduchi Mtongani road there is length of 6 six meters by 29.55 meters width area it's a road reserve of Kunduchi Mtongani Road for the purpose of this agreement the area delineated marked with black color (a copy of sketch map attached and marked Annexure 'B' to be part of this agreement), the road reserve shall not be utilized by both parties. The vendor clarifies that, road reserve mentioned herein was not compensated by Plan Authorities / TARURA/TANROAD, in event the Plan Authorities TARURA/TANROAD require to compensate, the vendor will be entitled to be compensated;



- D. WHEREAS** the purchaser is desirous of purchase the said part of the parcel of land identify and selected by him, with total area of 684 square meter (six hundred eighty four square meters) at the price and the purchaser is desirous of purchase free from any encumbrances, liens, charges or mortgages whatsoever on the terms and conditions set out herein below.

WHEREFORE IT IS HEREBY AGREED BY BOTH PARTIES AS FOLLOWS:

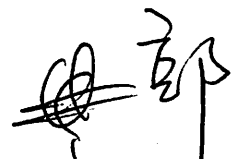
1. INTERPRETATION:

In this Agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

- "Agreement" shall mean this Agreement and shall include any annexure, addenda, schedules or appendices hereto;
- "Certificate -Title" means certificates of Right of Occupancy issued under the Land Act, Cap. 113 and registered as "Title Deed" under Land Registration Act, Cap. 334;
- "Completion date" means date of completion the transfer and registered to the Registrar of Titles in the name of purchaser and obtaining Derivative Right
- "Land" means the total size area marked and defined under the survey map sketch as schedule in the sketch map with total area 684 sqm (six hundred and eighty-four square meters)
- "Occupation Date" means the date of handover of the land by the Vendor to the Purchaser.
- "Property" means the (2) unfinished small building and all improvements erected area on sketched map in the annexure B Kunduchi Mtongani Area, Kinondoni Municipality, Dar es Salaam, Tanzania

2. In this Agreement:

- 2.1 Unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.
- 2.2 Expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;



- 2.3 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the interpretation clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.5 The Recitals and Annexes to this Agreement are deemed to be incorporated in and form part of this Agreement.

3. **DESCRIPTION OF THE PROPERTY:**

- 3.1 The land subject to this agreement includes small unfinished house, fitting, and fixtures installed in the part of parcel of Land ascribed herein located in front side alongside with Kunduchi Mtongani Road with total area of 684 square meter (six hundred eighty four square meters) the area subject to this agreement area delineated marked with blue color "B" (a copy of sketch map attached and marked Annexure 'B' to be part of this agreement) located at Kunduchi Mtongani Kinondoni Dar es salaam; the land identified for ascribed herein for sale entail the following coordinates:-

	Point ID	Northing	Easting
1.	MP2	9261665.319	522423.123
2.	DT1	9261664.441	522400.978
3.	DDG15	9261693.994	522401.009
4.	MP1	9261696.534	522423.931

As per attached measurements surveyed taken on the land marked Annexure "C" to be part of this agreement. The land is bordered the following: -

- I. North side land is bordered by Tamarck Kunduchi Mtongani road;
- II. South side land is bordered by Shaib Cassim Taalib
- III. East side land is bordered by the late Pascal Maganga of Plot No 81/1 block 'C'
- IV. West side land is bordered by street road.

4. **SALE AND PURCHASE**

- 4.1 Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchaser and the Purchaser shall purchase the part of parcel of land and acquire from the Vendor, the land herein ascribed for purchase price payable in Tshs 90,000,000.00 (Tanzania Shilling Ninety Million Only) (Hereinafter to be referred to as "the purchase price").
- 4.2 The Purchaser shall pay the Purchase Price for the Property to the Vendor in two installments of the following manner:

- 4.2.1 The First installment Payment of 50% (fifty percent) of the Purchase Price, that is to say Tshs 45,000,000.00 (**Tanzania Shilling Forty Five Million Only**)), shall be payable upon sign this agreement and together with duly executed transfer documents and delivery of the transfer documents together with original documents to the purchaser to enable the transaction Purchaser's Advocate to process the disposition efficaciously;
- 4.2.2 The second installment payment 50% (fifty percent) Tshs 45,000,000.00 (**Tanzania Shilling Forty Five Million Only**) shall be payable to upon successful approved and registered of Land Use Plan and Survey Plan by Local and Government Authorities.
- 4.3 The Purchaser shall deduct 10% from purchase price to enable the purchaser to pay Capital Gain tax on behalf of Vendor in order obtain Tax Clearance Certificate after pay capital gain tax;
- 4.3.1 For the purposes of payment of the Purchase Price, the Purchaser and the Vendor agreed that, the purchase price shall pay purchase price by remit or transfer Vendor 's bank account or otherwise paid cash. The vendor's bank account has the following details:
- Account Name: **ALNORSHAIB CASSIM TAALIB**
 - Bank Name: **CRDB BANK PLC**
 - Branch Name:
 - Account Number: **01502209618901**
 - Currency: **Tanzania Shillings**
- 4.4 The Property is sold subject to the free from other registered encumbrances, except other rights and interests to which the Property is subject in law.
5. **POSSESSION OF THE PROPERTY PENDING COMPLETION OF GRANTED RIGHT OF OCCUPANCY/LEASE HOLD TITLE**
- 5.1 That the purchase price will be paid to the Vendor as provided under clause 4.2.1 herein above.
- 5.2 The purchaser agrees to be responsible for the transfer of the property to purchaser's name.
- 5.3 The Vendor undertakes to cooperate with the purchaser in the process of transfer of the Property in the name of the Purchaser including the signing

and execution of the Transfer Deed and any other documents required to be signed and executed by the parties in accordance with the Land Act and the Land Registration Act of the laws of Mainland Tanzania. The Vendor shall deliver all documents of title that are required to effect transfer to the Purchaser.

- 5.4 The Purchaser shall take vacant possession of the property three weeks upon signing Sale Agreement and execution of the Transfer Deed and any other documents required to be signed and executed by the parties. The vendor undertakes at his own cost to ensure that he delivers the property to the purchaser free of any encumbrance including existing tenancies, if any.
- 5.5 In the event of the vendor failure to render vacant possession to the purchaser the purchaser shall be entitled to be compensated from damages arising from such failure from the time of failure to provide vacant possession to the date of delivery of vacant possession.
- 5.6 That, the Purchaser shall pay all statutory transfer fees, with exception to the Capital Gain Tax, which shall be fully paid by the Vendor.

6.0. APPROVAL OF TRANSFER

- 6.1. The transfer of the land envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the Approval of Land Use Plan from Local Urban Planning Authority, Approval and Registered of Survey Plan by Local ana Government Authorities and grant of the Commissioner for Land's approval for the disposition of the land and consent being obtained.
- 6.2. The vendor agrees to sign all documents to facilitate the approval of the disposition by the Commissioner through the Tanzania Investment Centre.
- 6.3. In assuring that the Commissioner's approval is granted, the Parties undertake and covenant that they will:
 - 6.3.1. Promptly supply such information, documentation and references as may reasonably be required of it, and as may otherwise be required under the Land Act or under the terms and conditions of the transfer of the land;
 - 6.3.2. if so required by the Commissioner and other relevant authorities, directly with the Commissioner in the Commissioner's consent to pay the rent under, and to observe and perform the covenants of the occupier, such covenant to be in the form reasonably required by law or as otherwise directed by the Commissioner;
 - 6.3.3. execute the Commissioner's consent in such form as the Commissioner may reasonably require, and procure any such parties required to guarantee to do likewise;

7. RISK:

- 7.1 From the date of Registration of transfer all benefits of the Property as transfer date shall pass from the Vendor to the Purchaser. The Vendor shall be responsible for all other claims; damages, duties and obligations arose prior to the said date of registration.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

That, the Vendor represents and warrants the following to the Purchaser as of the date of signing of the Agreement.

- 8.1 The Vendor acknowledges that the Purchaser is relying upon such representations and warranties in entering into the Agreement.
- 8.2 The Vendor hereby assures the Purchaser that the property is not under any lease or licenses neither has it been granted to any third party or any part thereof without the knowledge of the Purchaser;
- 8.3 The Vendor has a legal ownership of the Property and save as otherwise disclosed, the Property is not subject to discharge mortgage of vendor liabilities all, or otherwise is free from other registered encumbrances of any nature whatsoever;
- 8.4 With exercise of sufficient due diligence, all restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the property, to the best of their knowledge, have been observed and performed and no notice of breach of any of the same have been received or are, to the Vendor's knowledge, likely to be received;
- 8.5 Save as disclosed, there are no restrictive covenants, statutory provisions, orders, charges, restrictions, agreements, conditions or other matters which preclude the use of the Property for which purposes they are now being used;
- 8.6 The execution or performance of this Agreement will not result in any breach of any agreement to which the Vendor is a party or of any court order;
- 8.7 No any step has been taken or legal proceedings been started or threatened against the Vendor for the appointment of a receiver, administrator, or similar officer over any or all of its property which would prevent, inhibit or otherwise have a material adverse effect on the ability of the Vendor to fulfill its obligations under the Agreement.



- 8.8 The Vendor has the power to enter into and perform his obligations under this Agreement;
- 8.9 The Vendor has full authority to sell, transfer and dispose of the land and has the powers of sale derived therefrom, and that she has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the said piece and parcel of land in the manner herein provided;
- 8.10 The Vendor 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 his reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Property, land and/or properties and developments therein contained;
- 8.11 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;
- 8.12 The Purchaser has purchased the Property subject to all terms of use applicable, and as stipulated in the law but free from any encumbrances;
- 8.13 All information that has been made available to the Purchaser or her representatives by the Vendor or any of her 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.
- 8.14 The Vendor undertake upon signing this sale Agreement, the vendor shall refund purchase price received from the purchaser and compensate the costs incur by the purchaser in the land, in event that the purchase land mentioned herein involved in the family or neighbor disputes during the process grated leasehold title or in future after grated Title; and court entertain and enter Judgement in the favor of family or neighbor

9. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants the following to the Vendor as of the date of signing of the Agreement and the Purchaser acknowledges that the Vendor is relying upon such representations and warranties in entering into the Agreement:

- 9.1 The Purchaser has the power to enter into and perform its obligations under this Agreement;



- 9.2 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;
- 9.3 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;
- 9.4 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;
- 9.5 All information that has been made available to the Vendor or her representatives by the Purchaser or any of her 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. APPROVAL AND REGISTRATION OF TRANSFER:

- 10.1 The parties hereto agree that, they shall simultaneously cooperate to obtain commercial land use plan approval from Urban Planning Authority and other relevant Authorities; to survey the land and survey to be approve and registered, to change the land use plan through Local and Government authorities, whereby the purchaser shall start to by notify in writing to the local authorities to change land use plan from residential use to commercial use plan upon signing this agreement; the purchaser shall pay the costs and statutory fees for the survey the land and change the land use plan; the Vendor and the Purchaser shall use their best endeavors to seek and obtain or cause to be sought and obtained approve to change of land use plan to be use for commercial from the Local and Government authorities;
- 10.2 The parties hereto agree that, upon change of land used approved, they shall simultaneously with the execution of this Agreement execute, Transfer Deeds for the conveyance of the property by the Vendor to the Purchaser and shall use their best endeavors to seek and obtain or cause to be sought and obtained consent from the Commissioner for Lands;



- 10.3 The parties hereto agree that, upon transfer and registration in the name of the purchaser, the purchaser being foreign company, shall hold the property through Tanzania Investment Center and shall use their best endeavors to seek and obtaining Derivative Right in the name of purchaser.
- 10.4 The registration of Transfer of the land in favour of the Purchaser shall be affected and completed by the Purchaser through the transaction purchaser's advocates;
- 10.5 Stamp duty fees and registration fees payable on the transfer and registration of the Property in the Purchaser's name shall be for the account of the Purchaser; while on Capital Gain Tax shall be payable by the Vendor;
- 10.6 The Purchaser shall accept transfer of the landed property subject to all conditions and servitudes benefiting or burdening the developed property and the Land;

11. DOMICILIA AND NOTICES:

- 11.1 The parties choose as their *domicilia citandi et executandi* ("domicilia") their respective addresses set out in this clause for all purposes of giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this agreement, as follows: -

VENDOR:

SHAIB CASSIM TAALIB

PLOT NO.

P. O. BOX

DAR ES SALAAM.

EMAIL:

PHONE NO. +255 655 182818

PURCHASER:

HANWEN TRADE COMPANY LIMITED

PLOT NO. 936,

Balozi Street, Mbezi beach A, Kawe

P. O. BOX 60154

DAR ES SALAAM

EMAIL:

PHONE No.

- 11.2 Notice or demand hereunder may be duly given to either party by prepaid post letter or other speedier mode of communication or transmission whether manual or electronic including but not limited to

telex, facsimile and 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 fourteen (14) days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

12.0. FAILURE TO OBTAIN TRANSFER APPROVAL

- 12.1. If the transfer approval and/or consent has been refused by the relevant authorities, either party may then rescind this Agreement effectively after the refusal has been communicated to the parties.
- 12.2. In case of rescission under the terms of this Clause neither the Vendor nor the Purchaser is to be treated as in breach of contract.
- 12.3. As a consequence of the refusal, the Vendor shall, within twenty-one (21) days after such a refusal has been realized, return all the earnest monies paid as Purchase Price by the Purchaser in accordance with the provisions of this Agreement.
- 12.4. All other payments made by each of the parties in respect of fees, duties and incidental costs will be at each parties' own costs

13.0. IMPLIED COVENANTS RELATING TO THE VENDOR'S RIGHTS

- 13.1. The covenants implied by reason of the Vendor selling with full right and interest on the land to include a covenant to the effect that the covenants and conditions under the laws relating to the development, state and condition of the Property have been duly observed and performed.

14.0. GENERAL PARTIES' COVENANTS

- 14.1. 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.
- 14.2. 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.

15.0. NO ASSIGNMENT OF THIS AGREEMENT

15.1. 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.

16.0. MISREPRESENTATIONS

16.1. Save for the representations and warranties given under clause 8 hereinabove, 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 have induced the parties to enter into this Agreement.

17.0. CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

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

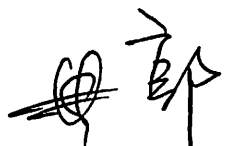
18.0. TAXES AND DUTIES

18.1. All taxes shall be payable in accordance with the law save that the parties agree that the **Purchaser** shall pay stamp duty, notification and registration fees, any fee, tax or charges related to issuance of title by Tanzania Investment Centre while the **Vendor** shall pay capital gain tax any outstanding arrears on land rent, the property tax, and any other such government levies and taxes on the **Property** which may be outstanding at the time of transfer.

19.0. COSTS

19.1. That the **Vendor** shall pay the legal fees incurred with respect to the preparation of documents and implementation of this Agreement and all other charges.

19.2. The **Purchaser** shall pay legal fees and costs incurred for private consultation in the review of documents and other issues.



20.0. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 20.1. The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 20.2. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 20.3. All disputes claim 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.
- 20.4. Prior to the institution of a suit to the Court 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 of such notice by the aggrieved party, such party will be entitled to institute a suit.

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WARRANTIES AND COVENANTS:

- 21.2 The Vendor hereby covenants with the Purchaser to pay and discharge all outgoing and liabilities in respect of the property until legal 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 undertakings and covenants herein contained.
- 21.3 Upon transfer approval/consent obtain from commission of Lands and to transfer to the name of the Purchaser, the Vendor shall remove its entire staff including the security guard and his family from the property and allow the Purchaser to enter into the properties.
- 21.4 Upon sign this agreement parties agree that, the purchaser shall allowed to enter into the property and start to level the soil, and building boundaries walls by purchaser's own expenses

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SOLE CONTRACTUAL RELATIONSHIP:

- 22.2 The parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.



22.3 No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the Parties hereto.

22.4 Neither party may not assign this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. An assignment will not relieve either party of any contractual obligations

23 INDULGENCES:

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.

24. INDEMNITY:

24.1 Notwithstanding anything to the contrary herein contained, the Vendor hereby undertakes to indemnify and hold harmless the Purchaser from and against any loss, damage, liability, cost, expense or action suffered or incurred by the Purchaser directly as a result of any breach or non-observance by the Vendor of any of the Vendor's obligations or duties herein.

24.2 Each Party undertakes to indemnify the other Party on a full and unqualified indemnity basis against any action, claim, loss, cost, damage or expense either Party may suffer or incur as a result of any document delivered to it pursuant to this Agreement being unauthorized, invalid or for any reason ineffective for its purpose.

24.3 The vendor shall be responsible for any loss or damage the purchaser may suffer or incur as result of any act or omission caused by the vendor and the purchaser shall be entitled to a 100% refund and compensation equal to the amount paid up and received by the vendor and pay the other cost s incurred in develop the property by purchaser. In the event Purchaser default, shall be responsible for any loss or damage the purchaser may have caused to the vendor to suffer and shall be entitled to offset 2% of purchasing price as compensation, from any payment made by the purchaser to the vendor.

25. BREACH:

25.1 Should the Purchaser fail to comply punctually with any provision of this Agreement, whether it be a material provision or not, the Vendor will be entitled to notify the Purchaser in writing of the failure and make demand



to the Purchaser to rectify the failure within 14(fourteen) days from the date of the notice and should the Purchaser fail to remedy the breach by the said date, the Vendor will then be entitled without prejudice to any other rights which it may have and without further notice or process.

25.2 Should the Vendor fail to comply with its obligations of this agreement, the Purchaser will be entitled to notify the Vendor in writing specifying the default, and make demand to the Vendor to rectify the failure within 14(fourteen) days from the date of the notice, AND if the Vendor fail to comply the breach by the said date, the Vendor shall be entitled to pay back the deposit and other liquidated damage to the Purchaser account.

26. Force Majeure:

For the purposes of this Agreement, Force Majeure means strikes, revolts, war, civil war, armed conflicts or terrorism, nuclear contamination unless the Company is the source or cause of the contamination, chemical or biological contamination of the Facilities from any of the events, economy disruption of such magnitude that affect the company ability to perform, any objectively determinable event beyond reasonable control *ejusdem generis*, which directly precludes either Party from compliance with all or a material part of its obligations under this Agreement.

26.1 Subject to the clauses hereof, any Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the *Force Majeure* event it is not able to perform all or a material part of its obligations under this Agreement.

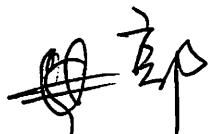
26.2 Where a Party is (or claims to be) affected by an event of *Force Majeure*:

(i) it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of *Force Majeure* as soon as practicable and use all reasonable endeavours to remedy its failure to perform;

(ii) It shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to take steps to mitigate the consequences of the event of *force majeure* in question.

26.3 The Party claiming relief shall serve written notice on the other Party within 3 (three) Days of it becoming aware of the relevant event of *Force Majeure*. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of *Force Majeure*.

26.4 The Party claiming relief shall notify the other as soon as the consequences of the event of *Force Majeure* have ceased and when performance of its



affected obligations can be resumed.

- 26.5 The Parties shall endeavour to agree upon any modifications to this Agreement which may be equitable having regard to the nature of an event or events of *Force Majeure*.

27. EVENTS OF TERMINATION:

- 27.1 Where any of the party declared bankrupt, or is put under receivership or liquidation or an order a lawful order of attachment against the property is issued by any authority. Or.
- 27.2 Failure to obtain transfer approvals from land authorities or grant of derivative rights from Tanzania Investment Center

28. 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 of Lands, Registrar of Titles, 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 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.

29. RESTRICTION ON ASSIGNMENT

The agreement is exclusive to the parties and shall not be capable of assignment nor shall the Vendor be required to convey or transfer the property to anyone than the Purchaser or TIC or in arts or at a price greater than the purchase price. PROVIDED that, where the parties consenting such

assignment, such transfer shall override the restrictions herein. And such consent shall not be unreasonably withheld

30. GOVERNING LAW

This Agreement shall be governed by the Laws of the United Republic of Tanzania.



IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year herein before written.

THE VENDOR

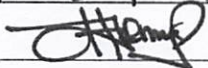
SIGNED and DELIVERED at Dar es salaam by the Said SHAIB CASSIM TAALIB

who is known to me personally/identified to me by

AMRA O. YEWA

the latter being known to me personally in my presence this 16 day of Oct 2023.

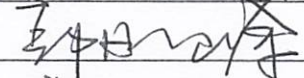

VENDOR

Full Name: Japhet Tenga
Address: P.O Box 79511 DSM
Signature: 
Designation: ADVOCATE.



THE PURCHASER:

SEALED with the COMMON SEAL AND DELIVERED at Dar es Salaam by the said HANWEN TRADE COMPANY LIMITED in our presence this 16 day of Oct 2023

Full Name: XiaoFeng Guo
Address: P.O Box 60154
Signature: 
Designation: DIRECTOR



Full Name: SUN CHANG
Address: P.O Box 60154, DSM
Signature: 孙昌
Designation: DIRECTOR





T
Control as Two Copy of the Original
Indonesian Public & Commission
for Office
Date: _____
Signature: _____

