

**THE LAND ACT NO. 4 OF 1999  
(as amended)  
SALE AGREEMENT**

**BETWEEN**

**KIGAMBONI INTERNATIONAL BUSINESS CENTER COMPANY LIMITED**

**AND**

**SHANGDONG DONGTAN INTERNATIONAL (T) COMPANY LIMITED**

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In respect of the land with Survey Registered Plan No. 97667 of the parcels of land known as Plot Nos 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, Block X Kigogo-Kisarawe II area, Kigamboni Municipality, Dar es salaam; With total 26,642 square meters, for industrial purpose ,

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**DRAWN BY:**

**Japhet Tenga, Advocate**

## SALE AGREEMENT

THIS SALE AGREEMENT is made this <sup>30<sup>th</sup></sup>..... day of.....NOVEMBER..... 2023

### BETWEEN

**KIGAMBONI INTERNATIONAL BUSSINESS CENTER COMPANY LIMITED**, a Limited Liability Company incorporated and existing under the Companies Act (Cap 212), Act No. 12 of 2002 of the Laws of The United Republic of Tanzania, whose registered office is at Kibada Road, Building on Plot No ..... block ‘,.....’, of P.O Box 36153 Dar es Salaam, Tanzania (hereinafter called the ‘Vendor’ which expression shall, where the context so requires, include the vendor’s personal representative, heirs and permitted assigns) of the one part;

### AND

**SHANGDONG DONGTAN INTERNATIONAL (T) COMPANY LIMITED**, a Limited Liability Company incorporated and existing under the Companies Act (Cap 212), Act No. 12 of 2002 of the Laws of The United Republic of Tanzania, whose registered office is at Building on Plot No 55. Block ‘10’ located at Sinza area, of P.O Box 4228, Dar es Salaam, Tanzania (hereinafter called the ‘Purchaser’ which expression shall, where the context so requires, include the vendor’s personal representative, heirs and permitted assigns) of the second part;

### PREAMBLE

**WHEREAS** the vendor is lawful owner of parcels of land known as Plot Nos 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, Block ‘X’ Kigogo-Kisarawe II area, Kigamboni Municipality with total size 26,642 (Twenty Six Thousand Six Hundred Forty Two) square meters, comprised under Amended Registered Town Plan No. TEMI/55/52015 dated 23/12/2022 (a copy Town Pan Drawings herewith attached marked Annexure ‘A’ of which form part of this agreement). approved and registered under Registered Survey Plan No 97667 dated 31/05/2018 (hereinafter referred to as “the Property”) a copy Registered Survey herewith attached marked Annexure ‘B’ of which form part of this agreement.

**WHEREAS** the Purchaser express willingness to the Vendor is desirous of purchasing and acquiring the Property herein described that has been identified and selected by the purchaser, with total size 26,642 (Twenty Six Thousand Six Hundred Forty Two) square meters, an area of subject to this agreement delineated and marked with blue

color as per copy of Registered Survey Plan No 97667 dated 31/05/2018 attached herewith Annexure 'B' at the price and on terms set out herein below.

**AND WHEREAS** the Vendor is willing, able and ready to sell and transfer the same parcel of land to the Purchaser and the Purchaser agreed to purchase the said Land in accordance with terms and conditions set forth herein: .

**WHEREFORE IT IS HEREBY AGREED BY BOTH PARTIES AS FOLLOWS:**

**1. DEFINITION AND 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;

"Land" means the total size area marked and defined Plot Nos **Plot Nos 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, Block 'X' Kigogo-Kisarawe-II area**, Kigamboni Municipality, registered under Amended Registered Town Plan No. TEMI/55/52015 dated 23/12/2022 and Registered Survey Plan No 97667 dated 31/05/2018 as scheduled in, with total **26,642 (Twenty Six Thousand Six Hundred Forty Two) square meters**,

"Occupation Date" means the date of handover of the Property by the Vendor to the Purchaser.

"Property" means the said land in the context ascribed hereunder by this Agreement.

**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 include the part of parcels of Land ascribed herein known as **Plot Nos 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, Block 'X' Kigogo-Kisarawe II area**, comprised under Amended Registered Town Plan No. TEMI/55/52015 dated 23/12/2022 (a copy Town Plan Drawings herewith attached marked Annexure 'A' of which form part of this agreement). approved and registered under Registered Survey Plan No 97667 dated 31/05/2018 (hereinafter referred to as "**the Property**") a copy Registered Survey herewith attached marked Annexure 'B' of which form part of this agreement).

### 4. CONSIDERATION

That, upon and subject to the terms and conditions of this agreement, the Vendor hereby sell to the Purchaser and the Purchaser shall purchase and acquire from the Vendor, the property described herein for purchase price shall be **Tshs 852,544,000 (TZS Eight Hundred Fifty-Two Million Five Hundred Forty Four Thousand) Only (hereinafter referred to as "the Purchase price")**.

- 4.1 The Purchaser shall pay the Purchase Price for the Property to the Vendor and shall be payable two days working days 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 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. The vendor's bank accounts with the following details:

- Account Name: **KIGAMBONI INTERNATIONAL BUSSINESS CENTER COMPANY LIMITED**
- Bank Name: **CRDB BANK PLC**
- Branch Name: **AZIKIWE BRANCH**
- Account Number: **0150385968100**
- Currency: **Tanzania Shillings**

4.3 The property is sold free from all registered encumbrance but is sold subject to all right and interests to which the property is subject in law and stated and provided for under the land law of the property.

## 5. OCCUPATION/POSSESSION

4.1 Possession and occupation by the Purchaser as the owner shall be given to the purchaser who shall be obliged to take the same on the Occupation date subject to the Vendor satisfied that the Purchaser has full fill all its financial obligations and arrangements arising from this agreement.

4.2 The Occupation date in relation to this transfer/acquisition shall be after the date that the transaction is completed by registering the disposition in the registry of Leasehold Title registered in the name of Purchaser.

4.3 The occupation date the Vendor shall deliver all the Purchased assets which are capable of passing by delivery, together with all documents in relation to the Property ownership to the purchaser;

## 6. Risk:

From the date of Registration of transfer all risks and 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 the said date of registration.

## 7. APPROVAL AND REGISTRATIONS OF TRANSFER

6.1 The registration of Transfer of the Property in favour of the Purchaser shall involve and completed by the Vendor through the transaction the Vendor's Advocate and its Agent in collaboration with the Purchaser's Advocate;

6.2 The parties hereto agree that 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.

6.3 The parties further agreed this transfer transaction shall be subject to the approval of the Commissioner for Lands or any other appropriate authority thereby being granted for the proposed transfer. In the event, for any reason the said approval is not granted, then neither party shall have any claim for compensation and/or damages against the other and the parties here to revert to their *status quo* and shall make reciprocal refunds for any payments or other advantages received by either of them hereunder and in particular the said purchase price in full shall be refunded by the said Vendors to the Purchaser

6.4 Stamp duty, registration fees and premium 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 in the name of Vendor.

#### 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.

7.1 The Vendor acknowledges that the Purchaser is relying upon such representations and warranties in entering into the Agreement.

7.2 The vendor hereby assures the Purchaser that the property is not under any lease or licenses neither has been granted to any third party or any party thereof without the knowledge of the Purchaser;

7.3 The Vendor has a legal ownership of the Property and save as otherwise disclosed or otherwise is free from other registered encumbrances of any nature whatsoever;

7.4 With exercise of sufficient due diligence, all restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting

the property, to breach the best of their knowledge, have been observed and performed and no notice of the same have been received or are, to the Vendor's knowledge, likely to be received;

- 7.5 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;
- 7.6 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; and
- 7.7 No any step has been taken or legal proceedings been started or threatened against the Vendor for the appointment of a liquidator, 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.

#### **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:

- 8.1 The Purchaser is in good standing under the laws of Tanzania with full power and authority and the legal right to purchase the property and enter into this Agreement;
- 8.2 All necessary actions or other actions required to authorize the entering into the Agreement by the Purchaser and the performance of their obligations have been duly taken;
- 8.3 The execution of the Agreement or performance of its terms will not result in any breach of any agreement to which the Purchaser is a party or of any court order;
- 8.4 The Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and a binding obligation of the Purchaser in accordance with its terms.

#### **10. DOMICILIA AND NOTICES:**

- 9.1 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:

**KIGAMBONI INTERNATIONAL BUSSINESS CENTER COMPANY LIMITED**

PLOT No .....; Block '....'

P. O. BOX 36153,

DAR ES SALAAM

EMAIL: .....

PHONE NO.....

PURCHASER:

**SHANGDONG DONGTAN INTERNATIONAL (T) COMPANY LIMITED,**

Plot No. 55. BLOCK No 10

Street: Sinza A

P. O. BOX 4228.

Dar es salaam.

EMAIL: .....

PHONE NO. +255678952077

- 9.2 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

## 11. WARRANTIES AND COVENANTS:

1. The Vendor hereby covenants with the Purchaser to pay and discharge all outgoings 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.

2. Further, the Vendor undertakes to cooperate with purchaser for the transfer process until the date of registration of transfer to be registered in the name of purchaser, the Vendor shall pay all previous land rent, taxes, assessment and other outgoings whether national, municipal or otherwise imposed or charged upon the said property.
3. The Vendor Upon completion the Purchaser complete financial arrangement obligation as per clause 4 of this agreement and The Vendor shall handover the property and the Vendor shall remove its entire staff including the security guard.
4. In the event this sale agreement shall fail, for no fault of either the Vendor or the Purchaser, all the Purchase Price paid by the Purchaser to the Vendor in pertaining to this agreement shall be refunded in full, less expenses bank charges already incurred. In the event the transfer or approval failed to obtain due to the vendor's fault and its negligence, the vendor shall be liable to refund full the purchase price paid by the purchaser to include the payment of taxes paid and actual costs incurred by purchaser.
5. The Vendor shall only be responsible for the payment of the Capital Gains Tax in relation to this sale. All other taxes in relation to this transaction such as the Premium, Stamp Duty, Application/Approval fees, Valuation fees, and Registration fees based of the Property value as determined by the Authorized Land Officer, Government Valuer and Registrar of Titles respectively shall be paid by the Purchaser.

## 12. SOLE CONTRACTUAL RELATIONSHIP:

- 11.1 The parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.
- 11.2 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.
- 11.3 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

**13. 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.

**14. INDEMNITY:**

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.
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.
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. 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.

**14. BREACH:**

- 14.1 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.

- 14.2 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 Purchase price paid and other liquidated damage to the Purchaser account.

#### 15. FORCE MAJURE;

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.

- 15.1 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.
- 15.2 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.
- 15.3 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*.
- 15.4 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.

- 15.5 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*.

#### 16. EVENTS OF TERMINATION:

- 16.1 If the subject matter of the agreement, that is to say the landed property, is destroyed either by fire, earthquake, civil strife or any other disastrous circumstances apart from force majeure, this agreement shall stand frustrated and therefore terminated, or
- 16.2 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
- 16.3 Failure to obtain transfer approvals from land authorities or grant of Right of Occupancy

#### 17. ARBITRATION CLAUSE:

- 17.1 In the event of any dispute or difference arising between the parties in relation to or arising out of this agreement, the parties shall forthwith, upon receipt of a notice in writing from the Party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In the event the parties fail to reach a settlement within a period of fourteen (14) business days either Party may refer the dispute or difference to a single arbitrator the Tanzania Institute of Arbitrators (TIARB). The Arbitration shall be conducted in accordance with the provisions of the Arbitration Act, Cap. 15 of the Laws of Tanzania.
- 17.2 The appointment of the Arbitrator by TIARB shall be final and binding on the Parties.
- 17.3 The arbitration shall take place in Arusha, Tanzania
- (i) The decision of the Arbitrator shall be final and binding on the parties; and
  - (ii) The decision may be made an order of a court of competent jurisdiction.

## 18. CONFIDENTIALITY

Both parties to this sale agreement undertake to treat all information (whether written, oral, or electronic, or otherwise) arising from or in connection with this sale agreement as confidential between the parties and not to disclose it to third parties except as necessarily required in the normal course of their trade or business, and both parties acknowledge a duty of care to each other.

## 19. 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

## 20. 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 in arts or at a price greater than the purchase price. PROVIDED that, where the parties consent such assignment such transfer shall override the restrictions herein. And such consent shall not be unreasonably withheld.

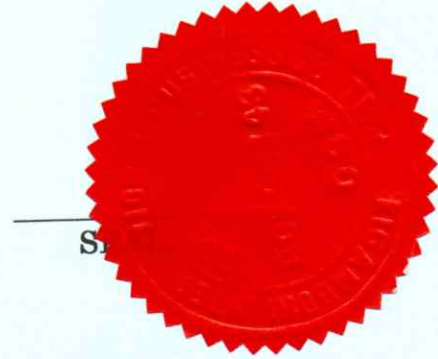
## 21. GOVERNING LAW

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

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seal on this Agreement the day and year first above written

**THE VENDOR**

SEALED with the COMMON SEAL AND DELIVERED at Dar es Salaam by the said KIGAMBONI INTERNATIONAL BUSSINESS CENTER COMPANY LIMITED



in our presence this 30<sup>th</sup> day of ...NOV.....2023

Full Name: HUSSEIN A. HUSSEIN  
Address: 36443  
Signature: [Handwritten Signature]  
Designation: DIRECTOR

Full Name: ZEINA ABDELKADIR HUSSEIN  
Address: P. O BOX 36443, DAR ES SALAAM  
Signature: [Handwritten Signature]  
Designation: DIRECTOR

**THE PURCHASER:**

SEALED with the COMMON SEAL AND DELIVERED at Dar es Salaam by the said SHANGDONG DONGTAN INTERNATIONAL (T) COMPANY LIMITED,



in our presence this 30<sup>th</sup> day of ...NOV.....2023

Full Name: WEN QI QI  
Address: URAFIKI  
Signature: [Handwritten Signature]  
Designation: DIRECTOR

Full Name: Zhang Meng  
Address: Uratjki  
Signature: [Signature]  
Designation: Director

I, JAPHET TENGA (ADVOCATE) I, personally saw and witness Director's of both parties Vendor and purchase here in duly execute of this Agreement and put their signatures and company Seal above in my presence at Dar es Salaam.

Name: Japhet Tenga  
Address: P.O. Box 79511,  
DAR ES SALAAM  
[Signature]  
ADVOCATE.  
30/Nov/2023

