

CONTRACT FOR DISPOSITION OF PIECE OF LAND

This Land (Plot) Sale Agreement (the Agreement) is made and entered on the ^{23rd} day of JULY 2024 by and

BETWEEN

JUDITH MARY JUMAA, an individual who has a Mobile No. 0745 238 273, NIDA No. 19360313-15108-00001-11, (hereinafter referred to as Seller of Plot), "which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s) and assign(s) on one part, collectively referred to herein as the "parties".

AND

ZHONG ZHUAN INTERNATIONAL COMPANY LIMITED, P. O. Box 185, Mkuranga District, Coast Region, a company duly registered under the Companies Act, Cap 12 R.E 2019 of the laws of the United Republic of Tanzania, (hereinafter referred to as Buyer), "which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s) and assign(s) on one part, legally conducting business in Tanzania

WHEREAS: The Seller is the lawful owner of a plot / piece of land identified with beckons ZL501A; ZL499; ZL 504; ZL505; ZL506; ZL507; ZL508; ZL509; ZL510; ZL511; with the size of 55,124sq.m / 13.78 acres / 5,512 hectares, situated Mwanambaya within Mkuranga District in Coast Region.

AND WHEREAS: the Seller wishes to sell and the Buyer agrees to buy from the Sellers the aforesaid Plot subject to the terms and conditions of this Agreement.

AND WHEREAS That the Seller and Buyer agree that the Plot is being sold with no title deed as yet.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the contracting parties intending to be legally bound, agrees as follows:-

13. CONSIDERATION the Seller is ready and willing to sale the property to the Purchaser and the Purchaser is ready and willing to purchase the said piece of land at a consideration of Tshs. 130,000,000.00 (Tanzania Shillings Two hundred fifty Million) *only (hereinafter referred to as the 'Purchase Price')* subject to the terms and conditions hereinafter stipulated.

14. PAYMENT TERMS. The Purchase Price shall be paid by the Buyer to the Seller upon the execution of this Agreement by the Parties, of the total agreed purchase price of the unregistered Plot that is Tshs. 130,000,000/= (One Hundred Thirty Million Only).

15. The payment of Tsh. 130,000,000/= (One Hundred Thirty Million Only) shall be paid by the Buyer in the Bank Account Number 0112006063200 operated at CRDB Bank in the name of Seller JUDITH MARY JUMAA.

16. Date of delivery and possession of the property and necessary documentation: Upon execution of this agreement.

17. Covenants binding upon the vendor:

5.4 Not to enter into any contract for the disposition of the sold property with any person whatsoever.

5.5 Not to rent/lease the sold property to any person whatsoever other than the Purchaser herein.

5.6 To return at once all money paid to him by the purchaser if the sold property appears to be impossible to transfer.

18. Covenants binding upon the Purchaser

6.4 To pay to the Vendor the consideration price as agreed.

6.5 To pay all land rent and rates and property tax due to the Government.

6.6 To pay all taxes required for transfer of Right of Occupancy from the Vendor to the Purchaser. The Vendor shall pay the required stamp duty.

19. Costs

3. The Purchaser shall bear the costs of all stamp duty and registration fees payable with respect to the Transfer of the Property.

4. To pay Advocates fees.

20. Governing Law: This agreement shall be governed by the laws of Tanzania.

21. ABSOLUTE POSSESSION BY THE PURCHASER:

c. the purchase shall be deemed to have possessed upon final payment of the purchase price.

d. The Seller shall surrender all the original documents pertaining to this Plot to the Buyer immediately after executing the agreement and the purchasing price paid to the Seller by the purchaser.

22. DISPUTE RESOLUTION. This agreement and any dispute relating to this agreement shall be governed by and interpreted in accordance within the law and parties irrevocably agree that the courts within the state of Tanzania shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the agreement, regardless of individual party location, for the resolution and determination of any dispute between the parties in connection with this Agreement.

23. INDEMNITY. The Seller agrees to indemnify Buyer, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of any violation of this agreement.

24. ENTIRE AGREEMENT. This agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between the buyer and seller with respect of the subject matter hereof. This agreement supersedes any prior agreements, representations, or dealings between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Batching Plant Sale Agreement by duly authorized representative effective as of the date set forth top of this agreement.

SIGNED and DELIVERED at Dar Es Salaam
by the said JUDITH MARY JUMAA who is identified to me
by DOMINIC JUMAA who identified to me himself in my
Presence this 23rd day of JULY 2024



SELLER

WITNESS

Name :
Signature :
Postal Address :
Qualification :

KYARUZI AVILUS
[Signature]
243, DAR ES SALAAM
ADVOCATE



SEALED with the SEAL of the said

ZHONG ZHUAN INTERNATIONAL COMPANY LIMITED in the presence of
SING SHENG WENG who is identified to me by
YU XIAN WENG who is known to me personally
in my presence this 23 day of JULY 2024



WITNESS

Name :
Signature :
Postal Address :
Qualification :

RAYMOND WANA
[Signature]
Dar Es Salaam
NOTARY PUBLIC

