

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 25th day of JANUARY, 2024.

BETWEEN

MASON DIAMOND AND GEMSTONES LIMITED of P.O.BOX 1133 DAR ES SALAAM. A private limited liability company with Certificate of Incorporation NO.79376 of Dar es salaam-Tanzania. (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

TANZANIA ZHENGXIN GROUP COMPANY of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with Company Incorporation whose registered office for the purposes hereof of Post Office Box Number 40814, Dar es Salaam (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is as the legal owner of surveyed Acres of land Located at ZEGERENI AREA area within KIBAHA District in COAST Region-Tanzania on PLOT NO.5, BLOCK "A" and with TITTLE NO.92812 and being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

- | | |
|----------------|--|
| Property | means acres of land located at ZEGERENI AREA within KIBAHA district in Coast region-Tanzania on Plot NO.5, Block "A" and with Title NO.92812, together with the unexhausted improvements. |
| Purchase Price | means the total consideration for the purchase of the property, which is Tanzanians Shillings three hundred Million only (TZSHS 300,000,000/=), herein agreed to be paid to the Vendor by the Purchaser in two installments. |

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.




3. The purchase price for the Properties is **Tanzanians Shillings Three Hundred Millions only (TZSHS 300,000,000/=)** (hereinafter the "Purchase Price") which sum will be paid through bank account in two installments as follows:-

(a) That the Purchase Price say **Tanzanians Two Hundred Million Shillings only (TZSHS 200,000,000/=)** shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated **Bank Account Number.3391203951** which is at KCB BANK PLC, in the name of MASON'S DIAMOND AND GEMSTONES LIMITED on the date of signing this agreement and the prove of payment will be the Bank Pay-in Slip or bank transaction from purchaser to the vendor.

(b) The purchaser will pay the second and last installment of TZSHS 100,000,000/= or less if paragraph 7(b) and (v) of this contract will be defaulted by the vendor herein. The payment for the second installment will be effected soon after the vendor has handled to the purchaser all necessary documents including the company's Board Resolution authorizing the company to sell the said land, memorandum and articles of association of the vendor company, national identity cards of the company's directors and any other necessary documents for transfer of the said property.

4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.

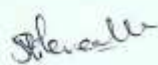
6. VACANT POSSESSION

The vendor has expressly represented that he shall handle the piece of land to the purchaser, immediately upon payment up on this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.

7. COVENANTS

a. General Covenants

- i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.
- ii. 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 sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase 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 such acts or omissions.





- iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.

b. Covenants by the Vendor

- i. He is the owner of the estate and he has all the powers and mandate to carry on business as presently conducted.
- ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement including consulting all the beneficiaries of the estate.
- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided;
- iv. All information that has been made available to the Purchaser or its representatives by the Vendor or any of its representatives by the Vendor 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 fact;
- v. The vendor covenants and promises the purchaser that he shall SETTLE land rent outstanding up on the property valuing at Tanzanian shillings thirty eight million and one eight hundred and one hundred shillings only (TZSHS 38,189,100/=) with control NO.991178422871, immediately after receiving the first installment as per contract and further that if he fails to settle the said amount before second installment the vendor expresses and give authority to the purchaser authority to deduct the said amount of TZSH 38,189,000/= from last installment payment of TZSHS 100,000,000/=, so the purchaser shall pay to the vendor the sum of TZSH 61,811,000/=.
- vi. That he assures corporation to the purchaser, to sign any document that will need his signature at any time and without delay till the purchaser's name is registered in the land registry by the registrar of titles.

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement;
- iii. That the purchaser will pay the agreed purchase price without fail.

Stavella

[Signature]

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iv. 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 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 a Party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

v. That the vendor shall pay all outgoing taxes, rent and other costs before handing over the property to the purchaser.

8. COSTS

Both parties shall share professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

The both party shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

All disputes between the Parties arising out of this Agreement shall be referred to courts of the United Republic of Tanzania.

11. Governing law and jurisdiction

a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the construed in accordance with the laws and courts of the United Republic of Tanzania.

WHEREFORE, the parties have executed this agreement through the hand of the duly authority officers in the matter as hereunder and on the date and year first above written.

THE VENDOR

SEALED with the common SEAL of
MASON DIAMOND AND GEMSTONES LIMITED
who is ~~known to me personally~~/ identified by
..ELIMO..WILLIAM..MBWE.....
the latter being known to me personally
this 25th day of JANUARY, 2024.



Name: ...ELIMO..WILLIAM..MBWE
Signature:
Address; P .O. BOX1133 DAR ES SALAAM.
Qualifications: DIRECTOR



Before me:
Name:KASAZI A. KASAZI.....
Signature:
Address;.....P.O. BOX 1018 DAR.....
Qualifications: ADVOCATE



Name: ...STELLA DAVID MAREALLE
Signature: *Stella David Marealle*
Address; P.O. BOX 1133 DAR ES SALAAM.
Qualifications: DIRECTOR



Before me:
Name: ...KASAIZI A. KASAIZI
Signature: *Kasaizi A. Kasaizi*
Address: ...P.O. Box 40814 DSM
Qualifications: ADVOCATE



THE PURCHASER
SEALED with the Common Seal of
TANZANIA ZHENGXIN GROUP COMPANY
Who is identified to me by ...LI XIANQIN
in my presence
this 25th day of January, 2024.



Name: ...LI XIANQIN
Signature: *Li Xianqin*
Address: ...Box 40814 DSM
Qualifications: DIRECTOR

Before me:
Name: ...KASAIZI A. KASAIZI
Signature: *Kasaizi A. Kasaizi*
Address: ...P.O. Box 40814 DSM
Qualifications: ADVOCATE



RECEIPT FOR THE PAYMENT OF

TRADING TAX

FOR THE YEAR 2019

IN THE AMOUNT OF

RM 7,607.17

RECEIPT NUMBER

201901

DATE OF ISSUE

13/01/19

FOR: 01

LEGAL SERVICES

50,000.00

TAX AT 15.414%

TOTAL TAX

7,607.17

TOTAL AMOUNT OF

RM 57,607.17

RECEIPT VERIFICATION CODE

1901010101010101

END OF LEGAL RECEIPT

TRADING TAX BOARD

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 92812

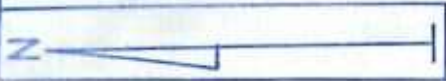
Land Office Number: 437015

Land: PLOT NO. 5 BLOCK 'A' AT ZEGHERINI IN KIBAHA TOWNSHIP.

Term: SIXTY SIX (66) YEARS

KIBABA TOWNSHIP

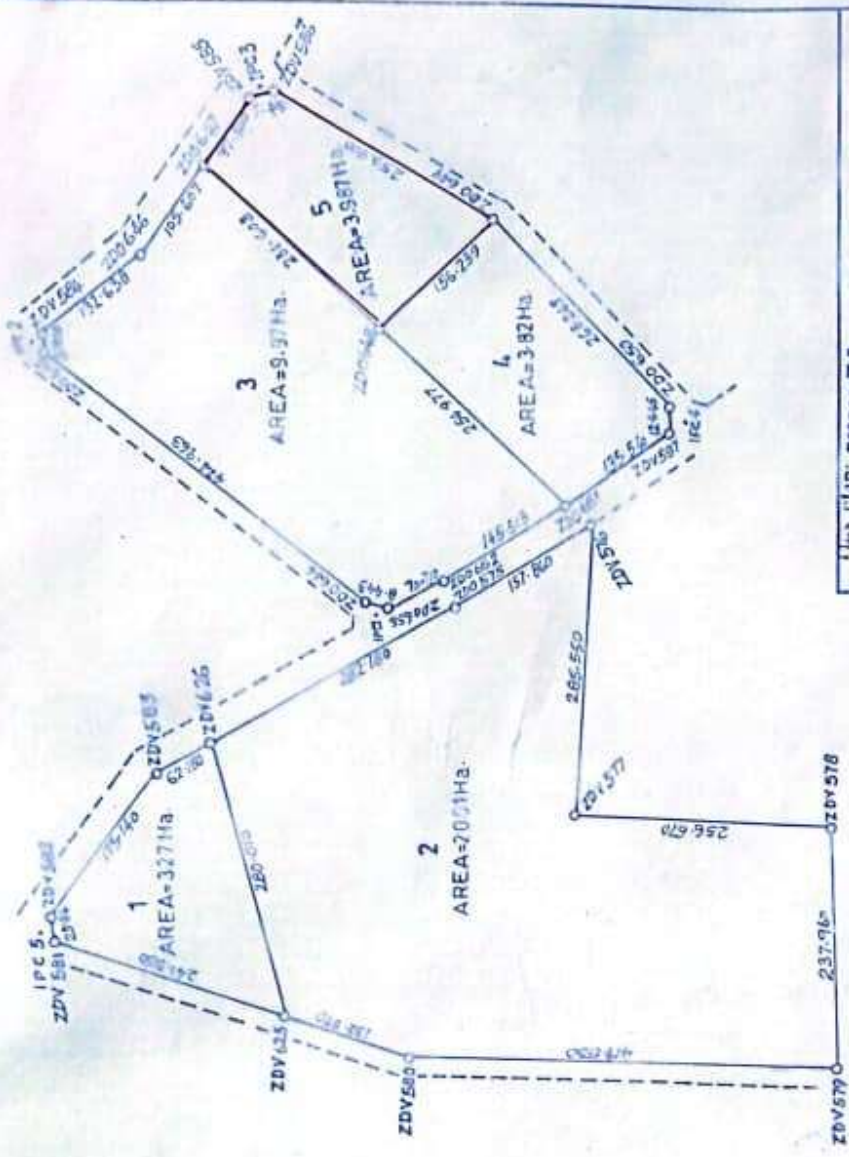
LOCATION: ZEGERENI
 PLOT No. 5
 BLOCK: 'A'
 L.O. No. 437015
 AREA = 3987Ha.



LOCATION SHEET 185/4 150000



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



This plan, prepared in accordance with Registered plan No. 67669 is approved for purposes of the Land Registration Ordinance, Director of Survey, Mapping, Ministry of Lands Housing and Urban Development, Dar es Salaam. Date 01/12/2014

SCHEDULE

ALL that Land known as **PLOT NO. 5 BLOCK 'A'** situated **AT ZEGERENI** in **KIBAHA TOWNSHIP** containing **Three decimal point nine eight seven (3.987) Hectares** shown for identification only edged red on the plan attached to this Certificate and defined on registered Survey Plan Numbered **67669** deposited at the Office of the Director of Surveys and Mapping at Dar es Salaam.

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


.....
ASSISTANT COMMISSIONER FOR LANDS

We, the within named **MASON DIAMOND AND GEMSTONE LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said)
MASON DIAMOND AND GEMSTONE)
LIMITED and **DELIVERED** in the presence of)
us This 11 day of **NOVEMBER** (2011))
Signature:)
Postal Address: **1133**)
..... **DAR ES SALAAM**)
Qualification: **MANAGING DIRECTOR**)
Signature:)
Postal Address: **1133**)
..... **DAR ES SALAAM**)
Qualification: **DIRECTOR**)



- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may be required by the authorities responsible for environment and to achieve such objective.
- (iii) Building to be in permanent materials.
- (iv) Submit building plans to the **Kibaha Town Council** within six months from the date of the commencement of the Right.
- (v) Building construction to begin within six months after approval of plans.
- (vi) Building to be complete within thirty six (36) months from the date of the commencement of the Right.

3. USER:

The Land shall be used for **GENERAL INDUSTRIAL** purposes only. Use **Group 'O' Use Class (a)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

- 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
- 5. The Occupier shall deliver to the Commissioner for Lands notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
- 6. The President may revoke the Right of Occupancy for good cause and or in the Public interest.

TITLE NO. 92812
 REGISTERED 4-1-2012
 AT 10:00 AM

 Registrar Asst. Registrar of Titles


TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 119,510/- Paid
 Receipt No. 0034655
 dt 11-10-2011

 Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 100/- Paid
 on original Receipt No. 0034655
 dt 11-10-2011

 Stamp Duty Clerk

THE UNITED REPUBLIC OF TANZANIA
 THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 92812
 L.O. No.437015
 KTC/LD/PT/2554

The 19th day of December two thousand and eleven.

THIS IS TO CERTIFY that **MASON DIAMOND AND GEMSTONE LIMITED A limited liability company** incorporated under the Companies Ordinance (Cap.212) of P.O. BOX 1133,DAR ES SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term **Sixty six years (66)** from the First day of **October two thousand and eleven** and subject to the provisions thereof and to any regulations made there-under and to any enactment in substitution therefor or amendment thereof and to the following conditions.

1. There Occupier having paid rent up to the thirtieth day of **June, 2012** shall thereafter pay rent of shillings **One million one hundred ninety six thousands and one hundred (1,196,100/=)** only a year in advance on the first day of July in every year of the term without any deduction **PROVIDED**, that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

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