



CERTIFICATE OF OCCUPANCY

THE LAND ACT, Cap 113

(Under Section 29)



Title Number: DSMT1084499

Date of Registration: 21-Jul-2025 [15:38]

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REGISTRAR OF TITLES
(05-Aug-2025)

Registered under section 35 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that EVELYN THOMAS KIAMA as a legal personal Representative of Thomas Martin Kiama (Deceased), P.O. BOX 9080, Dar es salaam and AGNES KIAMA TENGIA as a legal personal Representative of Thomas Martin Kiama (Deceased), P.O. BOX 9080, Dar es salaam (hereinafter called "the Occupier") are entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of ninety nine (99) years from the first day of July two thousand and twenty five according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

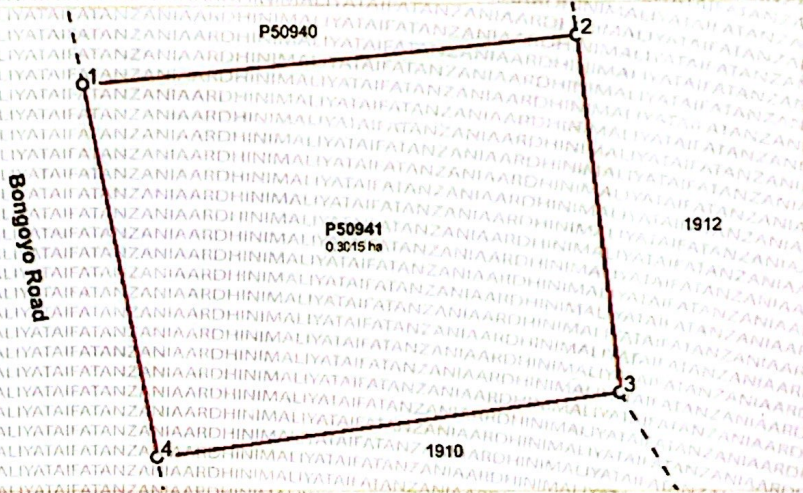
II. DESCRIPTION OF THE PROPERTY

District: Kinondoni
Location: OYSTERBAY
Block: -
Plot No.: P50941
Area: 3,015.00 Square Metres
Reg. Plan No.: DSMS0042140

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	530792.18	9250067.23
2	530857.28	9250073.20
3	530862.87	9250026.24
4	530801.72	9250017.77



III. CONDITIONS OF THE RIGHT

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for Residential purposes only. Use Group(s) and Use Class(es) A (a), (c); as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

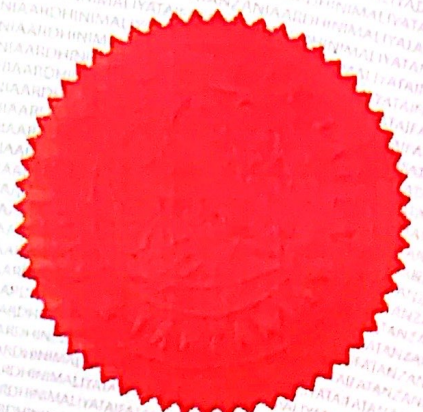
IV. DISCLAIMER

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

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

Handwritten signature

COMMISSIONER FOR LANDS
(05-Aug-2025)

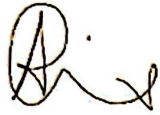


OCCUPIER:



EVELYN THOMAS KIAMA (Legal Personal Representative)
(05-Aug-2025)

OCCUPIER:



AGNES KIAMA TENGIA (Legal Personal Representative)
(05-Aug-2025)



SALE AGREEMENT

BETWEEN

EVELYN THOMAS KIAMA

AND

AGNES KIAMA TENGIA

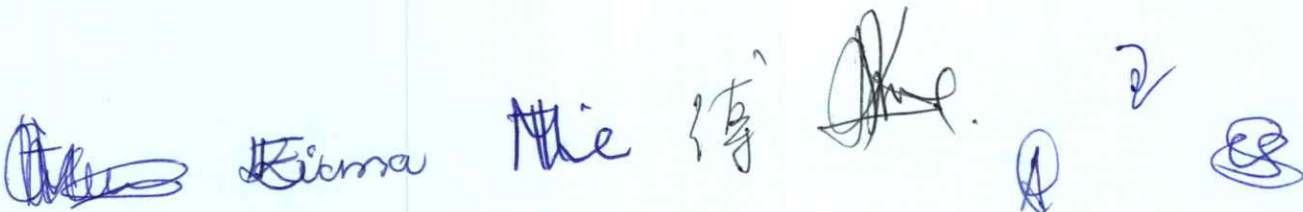
AND

**FS INTERNATIONAL INVESTMENT CO.
LIMITED**

FOR THE LAND SITUATED AT PLOT No. 050941 OYSTERBAY,
KINONDONI MUNICIPALITY, DAR ES SALAAM WITH CERTIFICATE OF TITLE
NO. DSMT1084499.

DRAWN & FILED BY:

Lawfic Attorneys
12th Floor, Wing B, Golden Jubilee Towers
Ohio Street,
P. O. BOX 13197,
DAR ES SALAAM.

A series of handwritten signatures and initials in blue ink are located at the bottom of the page. From left to right, there is a signature that appears to be 'Kiama', followed by 'Tengia', a signature that looks like 'Lawfic', and several other initials and marks, including a circled 'A' and a circled 'S'.

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PROVISIONS:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement if the context so allows:

"Agreement" means this Sale Agreement and includes any other novation signed by the parties in accordance with the terms of this Agreement;

"Completion Date" means a period of 30 days from the date of execution (Signature Date) of this Agreement or such other shorter or longer time as may be required in obtaining the Commissioner's consent for the transfer of the Right of Occupancy herein agreed to be transferred as per this Agreement.

"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, Act No. 4 of 1999 R.E 2019, 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, Act No. 4 of 1999, R.E 2019.

"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.

"Notice" means any notice issued under this Agreement.

"Property" means all that the land situated at Plot No. P50941, Oysterbay, Kinondoni Municipality, Dar Es Salaam with Certificate of Title No. DSMT1084499.

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"Purchase Price" means the consideration for the property, which is Tanzanian Shillings Two Billion Two Hundred Fifty Million (2,250,000,000 TZS) only to be paid to the Vendors by the Purchaser for the property as described hereinabove.

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

"TZS" Tanzanian Shillings.

- 1.2 References to numbered Clauses are references to the relevant Clause in this Agreement 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 The Clause and paragraph 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 Clause 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.

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- 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 Where the **Purchaser** compromises two or more parties, the obligations of the **Purchaser** are in relation to each such party joint and several.
- 1.10 References to '**liability**' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

2.0 AGREEMENT FOR SALE AND PURCHASE

- 2.1 That in pursuance of the said Agreement and in consideration of the payment of Tanzanian Shillings Two Billion Two Hundred Fifty Million (2,250,000,000 TZS) only, the **Vendors** shall transfer by way of outright sale, and the **Purchaser** shall take over and accept the transfer by way of outright purchase of the **Property**.
- 2.3 The sale includes all exhausted and unexhausted improvements, developments, appurtenances, fixtures and fittings, and all the equipment forming part of the Property.
- 2.4 The risk of damage to or destruction of the **Property** shall pass to the **Purchaser** immediately after taking possession of the property.

3.0 PAYMENT OF THE PURCHASE PRICE

- 3.1 The Purchaser shall by way of bank transfer pay full of the consideration amount which is Tanzanian Shillings Two Billion Two Hundred Fifty Million (2,250,000,000 TZS) in seven (7) working days from the signing this Agreement by all Parties. All the monies shall be deposited to the Bank account designated by the Vendors. All the monies shall be deposited to the Bank account designated by the Vendors:

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Account Name: FAMILIA YA THOMAS KIAMA

Account Number: 22610047081

Bank Name: NMB BANK

Branch: MSASANI

3.2 That the Property is sold free from all mortgages and security interests.

4.0 POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION

4.1 The **Vendors** shall hand over and deliver to the **Purchaser** all documents of title to the land and the Property herein sold, to enable the **Purchaser** to process the transfer of the property in its name. The Vendors shall liaise with the Purchaser and the Land Commissioner to facilitate the transfer of the property in the name of the Purchaser.

PARTIES' COVENANTS

5.0 COVENANTS BY THE VENDORS

5.1 The **Vendors** doth hereby covenant with the **Purchaser** that:

5.1.A Have been properly appointed by the Court as the administrators of the estate of the late Thomas Martin Kiama.

5.1.B Have the power to enter into and perform their obligations under this Agreement.

5.1.C All the beneficiaries of the estate of the late Thomas Martin Kiama have given written consents to the entering of this Agreement.

5.1.D Have full authority to sell, transfer and dispose of the land and have the powers of sale derived therefrom, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose of the said piece and parcel of land in the manner herein provided:

5.1.E the Vendors shall use all their reasonable endeavours to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the land and/or properties and developments therein contained:

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- 5.1.F 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;
- 5.1.G 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 Vendors or to which the Vendors are subject;
- 5.1.H the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Vendors or through agreement or another instrument to which the Vendors is a party or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Vendors. The transactions provided for in any other material contracts to which the Vendors are party do not constitute a breach of any of the contractual obligations or provisions of this Agreement.
- 5.1.I 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 them or the property.
- 5.1.J the Purchaser has purchased the Property subject to all terms of use applicable, and free from any encumbrances;
- 5.1.K all information that has been made available to the Purchaser or its representatives by the Vendors 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;
- 5.1.L Each representation and warranty above 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 Vendors


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acknowledge that the Purchaser has entered into this Agreement relying on these representations.

COVENANTS BY THE PURCHASER








5.2 The Purchaser doth hereby covenant with the Vendors that:

- 5.2.A it is a company with limited liability duly incorporated under the laws of Tanzania and has the power to carry on its business as presently conducted;
- 5.2.B 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;
- 5.2.C 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 including passing a Board of Directors Resolution authorizing this transaction.
- 5.2.D 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;
- 5.2.E The Purchaser has purchased the Property subject to all terms of use applicable, and free from any encumbrances.

6.0 NO 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.

7.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION








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

8.0 COSTS & DUTIES

8.1 Each Party shall pay its costs and expenses in connection with the entering into and completion of this Agreement and other agreements forming part of the transaction.

8.2 The Purchaser shall be responsible for:

8.2.1 All taxes and duties payable on the transfer of the Sale Property;
and

8.2.2 any costs to transfer the Sale Property to the Purchaser and to issue a Certificate of Occupancy over the Sale Property in the name of the Purchaser.

9.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION


9.1 The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania;

9.2 All disputes, claims 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;

9.3 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.

10.0 FORCE MAJEURE

10.1 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


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parties from or hindering any of the parties' ability to fulfill the obligations hereunder undertaken to be provided.

- 10.2 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 10.1 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 continue. 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 days and substantially affects the commercial intention of this Agreement, the party not claiming relief under this clause 10 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*.

11.0 AMENDMENT AND WAIVER

- 11.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorized representatives of the parties.
- 11.2 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

12.0 NOTICES

- 12.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, telefax, telex, cable, telegram or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by telefax, telex, cable or telegram shall be deemed to have been dispatched on the day following the dispatch. In proving such

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services, it shall be sufficient to prove that the letter, telefax, telex, cable, or telegram (as the case may be) containing the notice was properly addressed and posted or (as the case may be) transmitted. Any notice given by hand shall be deemed to have been served at the time of delivery and shall be delivered to the following addresses:

In the case of the **Vendors:**

Dr. EVELYN THOMAS KIAMA and **AGNES KIAMA TENGIA**

P.O Box 14512 Dar es Salaam

Tel: +255 714 596 870

In the case of the **Purchaser:**

WENHONG FU

P.O Box 32080, Dar es Salaam

Tel: +25567 400 0005

e-mail: 1191080033@qq.com

IN WITNESS WHEREOF the **Vendors** and the **Purchaser** have hereunto set their respective signatures and hands to this indenture of sale on the day, month and year first above herein written.

Signed by

EVELYN THOMAS KIAMA

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) Signature (Vendor and Beneficiary)

AGNES KIAMA TENGIA

)
)
)
) Signature (Vendor and Beneficiary)

GRACE THOMAS KIAMA

)
)
) Signature (Beneficiary)

MARY THOMAS KIAMA

)
)
) Signature (Beneficiary)

ESTHER THOMAS KIAMA

)
)
) Signature (Beneficiary)

STELLAH THOMAS KIAMA

)
)
) Signature (Beneficiary)

BEFORE ME:

Signature:

[Handwritten Signature]

Name:

SEIF NASSOR NGALINDA

Address:

*P.O. Box 13197
DAR ES SALAAM.*

Qualification: ADVOCATE/COMMISSIONER FOR OATHS



[Handwritten Signature]

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SIGNED and DELIVERED by
FS INTERNATIONAL INVESTMENT CO. LIMITED
at Dar es Salaam pursuant to the Resolution of the
Board of Directors of the said **FS INTERNATIONAL**
INVESTMENT CO. LIMITED
dated the^{06th} day of August, 2025

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) **SEAL**
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Signature: [Handwritten Signature]
Name: **WENHONG FU**
Address: P.O. Box 32080
DAR ES SALAAM.
Qualification: Director/Secretary

Signature: [Handwritten Signature]
Name: **SHENFANG WANG**
Address: P.O. Box 32080
DAR ES SALAAM.
Qualification: DIRECTOR

BEFORE ME:

Signature: [Handwritten Signature]
Name: GASPER SAMWEL MALONGO
Address: P.O. Box 13197
DAR ES SALAAM.
Qualification: ADVOCATE/COMMISSIONER FOR OATHS



[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

ADDENDUM OF THE SALE AGREEMENT

BETWEEN

EVELYN THOMAS KIAMA

AND

AGNES KIAMA TENGIA

AND

**FS INTERNATIONAL INVESTMENT CO.
LIMITED**

FOR THE LAND SITUATED AT PLOT No. P50941, OYSTERBAY,
KINONDONI MUNICIPALITY, DAR ES SALAAM WITH CERTIFICATE OF TITLE

NO. DSM11084499.

DRAWN & FILED BY:

Lawfic Attorneys
12th Floor, Wing B, Golden Jubilee Towers
Ohio Street,
P. O. BOX 13197,
DAR ES SALAAM.

Kiama

ADDENDUM FOR SALE AND PURCHASE OF LAND AGREEMENT

THIS ADDENDUM FOR SALE AND PURCHASE OF LAND AGREEMENT is made at Dar es Salaam thisday of

BETWEEN

VELYN THOMAS KIAMA and **AGNES KIAMA TENGIA**, natural Tanzanian citizens of P.O Box 14512 Dar es Salaam (hereinafter referred to as "**the Vendors**") which expression shall include wherever applicable, her legal successors in title and assigns) of the one part;

AND

FS INTERNATIONAL INVESTMENT CO. LIMITED, a limited liability company duly incorporated and existing under the laws of Tanzania and issued with a Certificate of Incorporation No. 171304180 of Postal Office Box No. 32080, Dar es Salaam, (hereinafter referred to as "**the Purchaser**") which expression shall include wherever applicable, their legal successors in title and assigns) of the other part;

WHEREAS the Vendors have been appointed as the administrators of the estate of the late Thomas Martin Kiama in the Probate and Administration Cause No. 1100 of 2022. As part of the said estate is Plot No. 1909, Oysterbay, Kinondoni Municipality, Dar es Salaam with Certificate of Title No. 58490, which was subdivided into Plot No. P50941, Certificate of Title No. DSMT1084499 with a total of 3,000 square meters (herein **Property**).

WHEREAS the Vendors and the Purchaser concluded a Sale and Purchase of Land Agreement (**Initial Sale Agreement**) on 06th August 2025 over the Property;

AND WHEREAS the Vendors and the Purchaser herein wish to make this addendum to supplement the Initial Sale Agreement executed between the parties.

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NOW THIS AGREEMENT WITNESSETH as follows:

- 1.1 That, all the clauses in the Initial Sale Agreement shall remain relevant, enforceable and applicable together with this Addendum and attached as a schedule to this addendum.
- 1.2 That, the Purchaser has agreed to pay to the Vendors in cash 2,250,000,000 TZS (Two Billion, Two Hundred Fifty Million Tanzanian Shillings) as an additional Purchase Price over the Property three months from the date of signing this Agreement (**Additional Purchase Price**).
- 1.3 That, the Additional Purchase Price is payable after payment of the Purchase Price in the Initial Sale Agreement.
- 1.4 That, in the event of any conflict between this addendum and the Initial Sale Agreement the Initial Sale Agreement provisions subsist.

IN WITNESS WHEREOF the **Vendors** and the **Purchaser** have executed and delivered this addendum as in the manner and on the date and year appearing. Signed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

Signed by

EVELYN THOMAS KIAMA

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) Signature (Vendor and Beneficiary)

AGNES KIAMA TENGIA

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)
) Signature (Vendor and Beneficiary)

GRACE THOMAS KIAMA

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) Signature (Beneficiary)

MARY THOMAS KIAMA

)
)
) Signature (Beneficiary)

Kiama

[Signature]

Maria

[Signature]

[Signature]

[Signature]

ESTHER THOMAS KIAMA

) Kiama

) Signature (Beneficiary)

STELLAH THOMAS KIAMA

) [Signature]

) Signature (Beneficiary)

BEFORE ME:

Signature: [Signature]

Name: SELF NASSOR NGALINDA

Address: P.O. Box 13197

DAR ES SALAAM.

Qualification: ADVOCATE/COMMISSIONER FOR OATHS



[Signature]

[Signature]

SIGNED and DELIVERED by
FS INTERNATIONAL INVESTMENT CO. LIMITED

)
)
) **SEAL**
)

dated theday of, 2025



Signature: 傅文红

Name: **WENHONG FU**

Address: P.O. Box 32080
DAR ES SALAAM.

Qualification: Director/Secretary

Signature: [Handwritten Signature]

Name: **SHENFANG WANG**

Address: P.O. Box 32080
DAR ES SALAAM.

Qualification: DIRECTOR

BEFORE ME:

Signature: [Handwritten Signature]

Name: GASPER SAMWEL MALONGO

Address: P.O. Box 13197,
DAR ES SALAAM.

Qualification: ADVOCATE/COMMISSIONER FOR OATHS



[Handwritten Signature]

[Handwritten Signature]
[Handwritten Signature]