



**JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA MANISPAA KIGAMBONI**



[Barua zote zipelekwe kwa Mkurugenzi wa Manispaa Kigamboni]

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S.L.P. 36009,
KIGAMBONI,
DAR ES SALAAM,
TANZANIA.

Kumb. Na.KGMC/LD/K.11/VOLVI/112

Tarehe :20/05/2025

**KITUO CHA UWEKEZAJI TANZANIA (TIC)
S.L.P 938,
DAR ES SALAAM.**

**Yah:HISTORIA YA KIWANJA NAMBA P62553 ENEO LA VUMILIA UKOONI
MANISPAA YA KIGAMBONI.**

Tafadhali rejea somo la hapo juu. Na rejea barua yako yenye Kumbukumbu na.CA.148/234.011.D/112 ya tarehe 14/05/2025 ya kutaka kupata uthibitisho wa umiliki wa kiwanja tajwa.

2.Kihistoria kiwanja tajwa hapo juu kilikuwa kinamilikiwa kienyeji na Kampuni ya Property international Limited ya S.L.P 45558 ,Dar es Salaam,baadae kisha walifanya taratibu ya upangaji wa kiwanja hiki kwa Matumizi ya Kiwanda na Baadae ilikamiliwsha upimaji na kusajiliwa kwa namba DSMS0039762

3. Property international business waliuza kiwanja hiki kwa Kampuni ya Led Electronics Manufacturing and Supply.ambao ndio wameleta maombi katika ofisi yako, aidha kwa mujibu wa mikataba ya manunuzi na uhakiki wa uwandani muuzaji wa viwanja hivi anatambulika na serikali ya mtaa kama mmiliki halali wa kiwanja hiki,

4. Hivyo basi kwakuwa muoambaji ameambatanisha nyaraka zote muhimu zinazohusu uhalali wa umiliki wa viwanja tajwa mnaweza kuendelea na hatua stahiki

5.Nakutakia kazi njema

Shadrack Haule

KNY; MKURUGENZI WA MANISPAA KIGAMBONI

Nakala:

**LED ELECTRONICS MANUFACTURING AND SUPPLY,
S.L.P 45548,
DAR ES SALAAM.**

SALE AGREEMENT

MADE AND ENTERED INTO BETWEEN

PROPERTY INTERNATIONAL LIMITED

AND

LED TECHNICAL COMPANY LIMITED

=====
**IN RELATION TO THE PURCHASE OF LANDED PROPERTY LOCATED AT
PLOT NO. P62553, MEASURING 29,794 SQUARE METERS WHICH IS
ALLOCATED FOR SERVICE INDUSTRY LOCATED AT VUMILIA UKOONI
KIGAMBONI MUNICIPAL COUNCIL IN DAR ES SALAAM.**
=====

THIS AGREEMENT is made this⁰⁶..... day of...⁰⁵.. 2025.
BETWEEN

PROPERTY INTERNATIONAL LIMITED of P.O Box 45548, Dar Es Salaam (hereinafter called "the **Vendor**") on one part which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their successor, executor, and other persons who derive title from his/her) on the one part.

AND

LED TECHNICAL COMPANY LIMITED of P.O.Box Dar Es Salaam (hereinafter called "the **Purchaser**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their successor, executor, and other persons who derive title from his/her) on the other part.

The Vendor and the Purchaser shall, where the context so warrants be collectively referred to as "**Parties**", and individually as "a **Party**".

WHEREAS the Vendor is the lawful occupier of the surveyed land with **Plot No. P62553**, containing **29,794 square meters** which is allocated for **SERVICE INDUSTRY** located at **Vumilia Ukooni Kigamboni** Municipal Council in Dar es Salaam, together with all other unexhausted improvements thereto (hereinafter called "the **Property**").

AND WHEREAS, the Vendor is desirous of selling and the purchaser is desirous of buying the said Property with **Plot No. P62553** containing **29,794 square meters** at a consideration of **Tanzanian Shillings Six Hundred Twenty Five Million Six Hundred Ninety Five Thousand Only (TZS625,695,000/=)**, (hereinafter referred to as "**the Purchasing Price**") on terms and conditions herein after appearing.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. The Sale:

The Vendor is the owner of the surveyed land with **Plot No. P62553** containing **29,794 square meters** Located at **Vumilia Ukooni Kigamboni** Municipal Council in Dar es Salaam. The vendor has voluntarily agreed to sell surveyed land with total of **29,794 square meters** herein above to the purchaser subject to purchasing price stipulated in this contract.

2 | Page

1.2 The Vendor shall sell and the purchaser shall buy the said property subject to the covenants hereinafter stipulated otherwise free from all encumbrances, lien or third-party notice and the purchaser shall have the exclusive right of ownership of the plot whatsoever at the aforementioned price.

2. The Consideration:

2.1 That in consideration of the Purchase Price of **Tanzanian Shillings Six Hundred Twenty Five Million Six Hundred Ninety Five Thousand Only (TZS625,695,000/=)**, the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained and free from all encumbrances, taxes, liens, charges, or mortgages whatsoever.

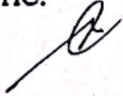
3 Mode of Payment & Terms of Purchase Price:

3.1 The Purchase Price under clause 2 herein shall be entirely paid in three (3) installments upon the Purchaser receiving all necessary documents in relation to the sale of the Property and after signing this agreement.

3.2 The initial installment of the Purchase Price of **Tanzanian Shillings One Hundred Eighty Seven Million Seven Hundred Eight Thousand Five Hundred Only (TZS187,708,500/=)**, being 30% of the Purchase price will be paid within seven (7) days after execution of this Sale Agreement.

3.3 The second installment of the Purchasing Price of **Tanzanian Shillings Three Hundred Twelve Million Eight Hundred Forty Seven Thousand Five Hundred Only (TZS312,847,500/=)**, being 50% of the Purchase price will be duly paid to the Vendor after completion of all process at the Ministry of Land and the Certificate of Occupancy in the Purchaser's name has been sent to the Tanzania Investment Centre (TIC).

3.4 The last installment of **Tanzanian Shillings One Hundred Twenty Five Million One Hundred Thirty Nine Thousand Only (TZS125,139,000/=)**, being 20% of the Purchase price will be paid when the Purchaser has been granted a Derivative Right by the Executive Director of TIC.



- 3.5 The amounts mentioned under clause 2 herein shall be paid through the Vendor's bank account with the details below:

Bank Name: People's Bank of Zanzibar (Lumumba Branch)
Account Holder: Property International Limited
Bank Account Number:0453270002 (USD Account)

OR

Bank Name: CRDB Bank PLC (Waterfront Branch)
Account Holder: Property International Limited
Bank Account Number 0150208402600 (TZS Account)

- 4 The Parties hereto agree that with the execution of this Agreement, the Vendor shall surrender to the Purchaser a new Certificate of Right of Occupancy and other related official documents of the aforementioned registered land.
- 5 The Vendor hereby covenants with the Purchaser to render vacant possession of the Property to the Purchaser immediately after the signing of this Agreement. And development of the property shall be subject to the approvals from the relevant authorities.
- 6 That this Agreement is subject to the consent of the Commissioner for Lands/Authorized Officer on conveyance of the said property from the Vendor to the Purchaser and in the event that consent is withheld, the Agreement shall be null and void and parties shall revert to their original position including a refund to the Purchaser of the extended funds to the Vendor.
- 7 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.
- 8 The Purchaser shall pay the registration fees and stamp duty fees, however, the Vendor shall pay all other fees in relation to the transfer if any. In the occasion the transaction will be charged any Capital gain tax or any other tax then the Vendor shall be responsible for the same.
- 9 **NON-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.

10 COSTS

10.1 General costs:

Each Party is responsible for its own professional costs incurred with respect to the preparation and implementation of this Agreement.

11 Taxes and Specific costs:

11.1 All taxes, governmental fees and charges, penalties, interest, or any other costs required in the execution of the terms as set forth in this agreement shall be borne by each of the Parties in accordance with the Laws of the United Republic of Tanzania.

11.2 For avoidance of any doubt, all costs for attainment of the Title in the Purchaser's name shall be borne by the party as prescribed accordingly to the Laws of the United Republic of Tanzania.

12 FORCE MAJEURE

12.1 Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of a Force Majeure Event.

12.2 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:

12.3 Notify the other party of the nature and extent of such Force Majeure Event within 14 days after the occurrence of the event; and

12.4 Use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.

12.5 For the purposes of this clause, a Force Majeure Event means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or

military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

13 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION;

13.1 In case of the Purchaser's default of the terms enunciated herein above.

13.1.1 In case of default by both parties, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the general law, including any right to specific performance, to claim damages or compensation, any right to rescission and any other statutory remedies as may be available.

13.1.2 This Agreement may be executed in quadruplicate, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

13.1.3 All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be subject to the jurisdiction of the High Court Land Division of the United Republic of Tanzania. However, prior to the institution of a suit, Parties shall first seek to have the dispute resolved amicably through mediation within a period of thirty (30) days from the date of occurrence of such dispute.

14 CONFIDENTIALITY

14.1 Both Parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.

14.2 Neither Party may disclose information arising from or in connection with this Agreement to any third party without the prior written consent of the other party.

14.3 Notwithstanding the above, either Party and any person controlled by it may disclose information which would otherwise be confidential if and to the extent required by law or disclosed to professional advisers, auditors, and bankers of each Party.

14.4 Any Party that breaches this confidentiality clause shall indemnify the aggrieved Party for any losses and/or damage incurred as a result.

15 ASSIGNMENT

Neither party may assign nor delegate its obligations under this Agreement, either in whole or in part, without the other party's prior written consent.

16 TERMINATION

16.1 Notwithstanding the foregoing, this Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein, and such instances shall include but are not limited to;

16.1.1 Upon insolvency, bankruptcy and or liquidation of either of the Parties to this Agreement.

16.1.2 Upon the occurrence of instances of Force Majeure

16.2 This Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein such as failure to make full and prompt payment of the purchase price by the Purchaser to the Vendor and also in case of any encumbrance, lien, third party notice, mortgage, multiple sales, or inability to transfer the right of occupancy. If the contract is terminated due to the fault of either party, the contract amount paid shall be fully refunded and the party at fault shall pay a penalty of 10% of the contract amount.

17 ENTIRE AGREEMENT:

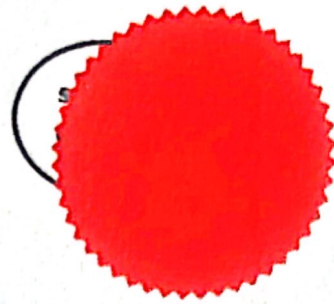
This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof (the plot). Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter hereof are expressly cancelled. Any modification of this Agreement shall be in writing and signed by the authorized representatives of both parties.

IN WITNESS WHEREOF the parties have duly executed these presents in the manner and on the day and year hereinafter appearing:



SEALED WITH THE COMMON SEAL OF
PROPERTY INTERNATIONAL LIMITED

in our presence this
...06... day of ...05...2025



Full Name: HASHIM MOHAMED THABIT

Signature:

Postal Address: 45548 DSM

Qualification: DIRECTOR

Full Name: ABDULHALIM ZAHNAN SALIM

Signature:

Postal Address: 45548 DSM

Qualification: DIRECTOR

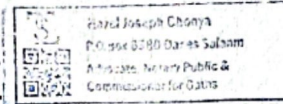
BEFORE ME:

Full Name: Hazel J. Chonye

Signature:

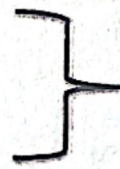
Postal Address: 6534 Dm

Qualification: Advocate



SEALED with the COMMON SEAL OF
LED TECHNICAL COMPANY LIMITED

At Dar es Salaam our presence this
...06... day of ...05... 2025



Full Name: Huang Liang

Signature:

Postal Address: 9973 Dar es Salaam

Qualification: DIRECTOR

Full Name: Liu Na

Signature:

Postal Address: 9973 Dar es Salaam

Qualification: DIRECTOR

BEFORE ME: -

Full Name:

Signature:

Address:

Qualification: