

LAND SALE AGREEMENT

BETWEEN

JULIAN SHAWN KHADRI

AND

RUNTO COMPANY LIMITED

**IN RESPECT OF THE PROPERTY LOCATED AT PLOT NO. 186, BLOCK
"A", VISIGA KIVULINI, KIBAHA TOWNSHIP**

DRAWN BY:

KKB Attorneys
Second Floor, Oyster Plaza,
Haille Selassie, Oyster Bay.
P.O. Box 13989
Dar es Salaam, Tanzania

This agreement is made on this 15th day of November 2024.

BETWEEN

JULIAN SHAWN KADRI as the legal representative of **OMARY KADRI BAKSH**, with the NIDA number 19800105-14113-00003-29, a resident of United Republic of Tanzania, of P.O.BOX 8394, Dar Es Salaam (hereinafter referred to as the "**Vendor**").

AND

RUNTO COMPANY LIMITED a legal person registered in accordance with the laws of the country to trade and undertake economic activities in Tanzania based at Zegereni, P.O Box 30303, Kibaha Municipal, Pwani. (hereinafter referred to as the "**Purchaser**").

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

WHEREAS: -

- a) The Vendor is the owner of the property that is located at Plot No. 186 Block "A", Visiga Kivulini, Kibaha Township with all the trees and plants situated herein and exhausted or unexhausted improvements, developments, and appurtenances (hereinafter referred as "**the Property**").
- b) The Vendor is desirous of selling the said property and the Purchaser is desirous of purchasing the property free from any encumbrances, liens, charges, or mortgages whatsoever and upon such terms and conditions as are hereinafter set forth.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:

1. The Sale:

That the Vendor hereby agrees to sell, and the Purchaser agrees to buy the Vendor's property, as with the boundaries and compass direction with size of 81,034 SQMS, and the surrounding area is described hereinbelow:

The Location of the said land is at Plot No. 186 Block "A", Visiga Kivulini, Kibaha Township.

2. The Consideration:

2.1. That in consideration of the Purchase Price of **Tanzanian Shillings** Five Hundred Sixty-seven Million Two Hundred and Thirty Eight Thousand (TZS 567,238,000/=) 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.

2.2. That the price per square meter is Tanzania Shillings Seven Thousand (TZS 7,000).

3. Mode of Payment & Terms of Purchase Price:

3.1 The amount mentioned under clause 2 herein shall be paid in two installments after the signing of this agreement. The first being sixty percent (60%) after the signing of this agreement and submission of all documents to the Purchaser and the second being forty percent (40%) which shall be paid by the Purchaser to the Vendor after the land is registered under the name of the Purchaser and after the Purchaser surrenders the same to the Tanzania Investment Centre (TIC) for the preparation of the derivative title. After the payment of the first installment the vendor shall provide all documentation for the purchaser

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to commence the land transfer process to her name and the remaining installment will be paid after the completion of the land transfer process and the purchaser has received the title of the said land in her name.

- 3.2 The amounts mentioned under clause 2 herein shall be paid by the escrow agent agreed on by the parties. All the payments shall be made through the bank account with the details below:

Bank Name: CRDB

Account Holder: JULIAN SHAWN KADRI

Bank Account Number: 0152621458300

4. POSSESSION OF THE PROPERTY AND DOCUMENTS PENDING COMPLETION OF THE TRANSFER.

- 4.1. Upon signing of this Agreement, the parties undertake to cooperate in the process of registering the Property in the name of the Purchaser including signing and submitting all relevant documents that will be required to complete the process and have the property under the name of the Purchaser in accordance with the Land Act and the Land Registration Act of the laws of the United Republic of Tanzania. For the avoidance of doubt, the Vendor shall ensure to provide cooperate with the purchaser when needed to ensure full registration of the property to the respective authorities being the Town Authorities, and the Ministry of Lands, Housing and Human Settlements Development to always enable the transfer to the Purchaser when needed.
- 4.2. The Purchaser shall reserve the right to be indemnified by the Vendor for any delays of the completion of clause 4.1 herein.
- 4.3. The Vendor shall immediately upon signing of this agreement hand

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over certified copies of the original documents and any other relevant documents for the above-mentioned Property as well as all related documents to the purchaser and/ or respective authorities for purposes of commencing with the transfer/ change of ownership of the property to the Purchaser.

- 4.4. The Vendor shall provide Vacant possession and handover the Property to the Purchaser immediately after full payment to the Vendor's account.

5. APPROVAL OF THE COMMISSIONER FOR LANDS AND REGISTRAR OF TITLES.

- 5.1. The registration of the property envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Commissioner's approval and Registrar of title for the disposition of land and consent being obtained.
- 5.2. The parties shall execute all relevant documents seeking the Commissioner's and Registrar's approval, and that the Vendor shall process and use all reasonable endeavors to obtain the said approval.
- 5.3. The vendor shall give notice to the Purchaser when it has obtained the Commissioner's and Registrar's approval as soon as practicable after obtaining it.

6. FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

If the Commissioner's and the Registrar of Title's approval and/or consent for the procurement and registration of the Certificate of Title is not granted, either Party may terminate this Agreement effectively after the refusal has

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been communicated in writing to the Parties.

In case of termination of this Agreement under the terms of this Clause, the Purchaser shall be entitled to a refund of the extended funds not limited to payments made on behalf of the Vendor and expenses incurred by the Purchaser in connection to this transaction and subject to an understanding between parties and valuation conducted, value of any development(s) made by the Purchaser to the Property thereto.

7. PARTIES' COVENANTS

7.1. GENERAL COVENANT

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.

7.2. COVENANTS BY THE VENDOR

The Vendor hereby covenants with the Purchaser that:

- i. The Vendor guarantees that he has all rights to sell and transfer the Property under the laws of the United Republic of Tanzania.
- ii. Has the power to enter and perform their obligations under this Agreement.
- iii. Has full authority to sell, transfer and dispose the land and have the powers of sale derived there from, and that they have a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign, or otherwise dispose the said piece and parcel of land in the manner herein provided.

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- iv. If there is any consent required to be sought, the Vendor shall use all their reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the property, land and/or property and developments therein contained.
- v. The deed of transfer is subject to the consent from different authorities; However, the Vendor shall do its best effort to acquire this kind of consent from necessary authorities.
- vi. The entry into and performance of this Agreement and the transaction contemplated hereby, do not conflict with any law or regulations or any official or judicial order to which the Vendor is subject.
- vii. The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Vendor, or require any consent under any agreement or other instrument to which the Vendor is a party or by which they are bound or any judgement, decree or order of any statute, rule or regulations applicable to the Vendor. The transaction provided for in any other material contracts to which the Vendor is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement.
- viii. All information that has been made available to the Purchaser or their representatives by the Vendor or any of their 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.
- ix. Each representation and warranty in this clause 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

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Vendor acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.

- x. The Vendor guarantees that there are no liens and/or other encumbrances whatsoever forms maybe on the right of the Property. In the event any third Party or any governmental authority claims rights or interest for the property, the Vendor shall defend at its own costs to indemnify and hold the Purchaser and its lawful representatives, successors, and assignees harmless from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith).
- xi. The Vendor hereby agrees and undertakes to ensure that the road providing access to the purchased plots is cleared, maintained, and made passable at their expense. This includes any necessary removal of obstructions, debris, overgrowth, or any other impediments that might hinder access to the purchased plots.
- xii. The Vendor further guarantees that the road shall be in a suitable condition for safe and convenient passage to and from the purchased plots at the time of the completion of this sale. The Seller shall be responsible for any costs associated with road clearing, including but not limited to grading, vegetation removal, and any necessary repairs.
- xiii. The Vendor shall complete the road clearing process within one month from the date of the completion of this sale, ensuring that access to the purchased plots is unobstructed and convenient for the Purchaser. Failure to comply with this obligation shall render the Seller liable for any resulting damages or expenses incurred by the Purchaser.

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7.3. COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with the Vendor that:

- i. To pay any fees on the Registration and transfer of the property according to the laws of the United Republic of Tanzania required to be paid by the Purchaser save for any other gain taxes to be paid by the Vendor if any.
- ii. It has the power to enter and perform its obligations under this Agreement.
- iii. 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, moratorium and other similar laws affecting creditors' rights or remedies generally.
- iv. The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation(s) or any official or judicial order to which the Purchaser is subject.
- v. 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 agreement or other instrument to which the Purchaser is a Party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the Purchaser.
- vi. 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 provision of this Agreement.
- vii. No litigation, arbitration or administrative proceeding or claim

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which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it.

- viii. The Purchaser has purchased the Property subject to all terms of use applicable, and free from any encumbrances.
- ix. All information that has been made available to the Vendor or his representatives by the Purchaser 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.
- x. Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Vendor to enter into this Agreement. The Purchaser acknowledges that the Vendor has entered into this Agreement relying on these representations and
- xi. The Purchaser shall actively cooperate with the Vendor in handling relevant procedures. In case of delay or failure to achieve the purpose of the transaction due to the Purchaser's reason, the Purchaser shall be responsible for the expenses and other losses caused to the Vendor.

8. 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.



9. MISREPRESENTATIONS

Save for the representations and warranties given under this agreement hereinabove, and what is expressly agreed under this Agreement, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the Parties to enter into this Agreement been made to them or any person concerned on their behalf have induced the Parties to enter into this Agreement.

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.

10.2. Taxes and Specific costs:

- 10.2.1. 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 should be borne by each of the Parties in accordance with the Laws of the United Republic of Tanzania.
- 10.2.2. Any claim on Gain Tax if any and any relevant taxes to be paid by the Vendor by Law shall be the responsibility of the Vendor.
- 10.2.3. The Purchaser shall only be responsible for the payment of Stamp Duty and Registration Fees.
- 10.2.4. 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.

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11. LEGAL FEES

That each Party shall be responsible for the payment of its lawyer's legal fees with respect to this transaction.

12. BREACH OF AGREEMENT, DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION.

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

12.1.1. The Vendor shall issue to the Purchaser a Notice for immediate payment of the unpaid balance as to that date, in case the Purchaser remains in default for a period of Thirty (30) Days, This Agreement shall be rescinded and Title reversed to the Vendor to the extent as to the land that remains unpaid, irrespective of the developments made therein, if all of the property is developed by the Purchaser.

12.1.2. 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.

12.1.3. 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.

12.1.4. All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be subject to a High Court Commercial Division of the United Republic of

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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.

13. INDEMNITY

13.1. If there shall be any breach by the Vendors of any warranty, guarantee, undertaking and agreement herein contained, then the Purchaser shall be entitled to be indemnified by the Vendors in respect of any loss resulting from such breach.

13.2. Without prejudice to the generality of the foregoing, if the effect of any such breach is that the Purchaser has incurred or incurs any liability or contingent liability which would not have been incurred had there been no such breach, then the Vendors shall make good to the Purchaser the amount of the loss occasioned by such liability by payment in cash to the said Company.

14. FORCE MAJEURE

15.1 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.

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

- a) Notify the other party of the nature and extent of such Force Majeure Event within 14 days after the occurrence of the event; and
- b) Use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.

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15.3 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.

15. ILLEGALITY

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 or any Court or other body or authority having jurisdiction over the Parties of this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from 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.

16. AMENDMENT AND WAIVER

16.1. This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by both Parties.

16.2. 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

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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.

17. CONFIDENTIALITY

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. Any Party that breaches this confidentiality clause shall indemnify the aggrieved Party for any losses and/or damage incurred as a result.

18. TERMINATION AND CONSEQUENCES

The Purchaser may terminate this Agreement prior to its conclusion at any time for any reasons they may deem fit by issuing a written notice to the other party expressing intention to terminate the contract.

Notwithstanding the foregoing this Agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein and such

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instances shall include but are not limited to;

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

18.2. Upon the occurrence of instances of Force Majeure

IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.

SIGNED and **DELIVERED** by the said

JULIAN SHAWN KADRI as the legal

representative of **OMARY KADRI BAKSH**

at Dar es Salaam this 15 day of November 2024.



VENDOR

BEFORE ME: -

Name: FERDINAND MAKORE RUGE

Signature: 

Address: Box 8782 Dar es Salaam

Qualification: ADVOCATE & NOTARY PUBLIC



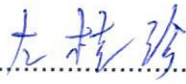
SIGNED and **DELIVERED** by the said

RUNTO COMPANY LIMITED at Dar es

Salaam this 15th day of Nov 2024.



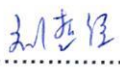
Name: Guizhen Zuo

Signature: 

Qualification: Director

Date: 15/11/2024

Name: ZHEYU LIU

Signature: 

Qualification: secretary

Date: 15/11/2024

BEFORE ME: -

Name: DAVID PETER KASANGA

Signature: 

Address: 2371 DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS

