

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 6th day of MARCH, 2025.

BETWEEN

JONAS NELSON NYAGAWA of P.O.BOX 723 IRINGA-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

ROXICO INDUSTRIAL COMPANY LIMITED of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with CERTIFICATE OF INCORPORATION NO.181226137, whose registered office for the purposes hereof of P.O. Box 30112 at COAST REGION (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 the legal owner of surveyed Acres of land Located at ZEGERENI INDUSTRIAL AREA within KIBAHA TOWNSHIP in COAST REGION-TANZANIA on PLOT NO.241, BLOCK "A", Square meter 9725 and with CERTIFICATE OF TITTLE NO.PWN 1753 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 INDUSTRIAL AREA within KIBAHA TOWNSHIP in Coast region-Tanzania on Plot NO.241, Block "A", sqm 9725 and with certificate of tittle NO.1753, together with the unexhausted improvements.

Purchase Price means the total consideration for the purchase of the property, which is Tanzanians Shillings Thirty-Six Million Only (TZSHS 36,000,000/=), herein agreed to be paid to the Vendor by the Purchaser.

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 Thirty Six Millions Only (TZSHS 36,000,000/=) (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-

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KASAIZI ANDRI W KASAIZI
Advocate, Notary Public & Commissioner for Oaths

- (a) That the Purchase Price say Tanzanians Thirty-Six Million Shillings Only (TZSHS 36,000,000/=) shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated Bank Account Number.11001015887 which is at AKIBA COMMERCIAL BANK PLC, in the name of purchaser 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 vendor shall give vacant possession of the property, the certificate of title and any other documents concerning the said landed property.
- (c) On the date of signing this contract the vendor shall also surrender the following documents to the purchaser, his TIN NUMBER, ORIGINAL TITLE, COPY OF HIS NATIONAL IDENTIFICATION CERTIFICATE AND SPOUSE CONSENT.
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 pierce of land to the purchaser, immediately upon payment 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.

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- 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 Purchases 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 pay all land rent outstanding up on the property before the date of signing this agreement. The vendor expresses and allows the purchaser to deduct any amount of outstanding rent in case the vendor defaulted to settle the said outstanding rent on the date of signing this agreement.
- vi. That vendor assures corporation to the purchaser, to sign any document (including documents for transfer of a granted right of occupancy from vendor to the purchaser herein) 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.
- vii. That the vendor will pay all necessary outgoing taxes and dues before transferring this property to the purchaser.

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.
- 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; -

8. COSTS

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

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Advocate, Notary Public & Commissioner

9. TAXES

The both parties 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

SIGNED and DELIVERED by JONAS NELSON NYAGAWA.

Who is identified to me by DENNIS MWAMBELO in my presence this 6th day of MARCH, 2025.

Before me:

Name: KASAIZI A. KASAIZI

Signature: _____

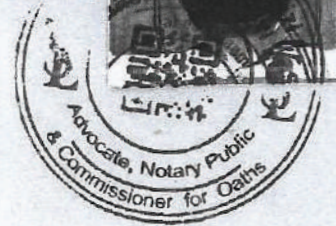
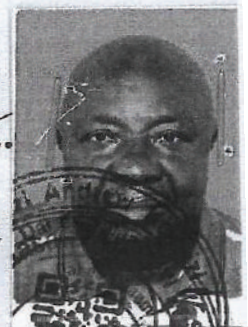
Address: BOX 40814 DM

Qualifications: ADVOCATE



Jonas Nelson Nyagawa

VENDOR



PURCHASER

SEALED with the Common Seal of ROXICO INDUSTRIAL COMPANY LIMITED

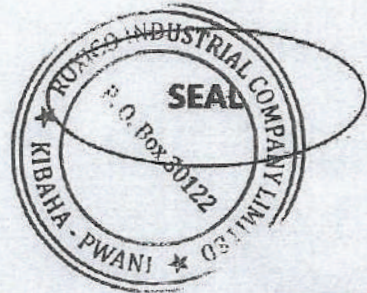
Who is identified to me by YE JINRONG in my presence this 6th day of MARCH, 2025.

Name: YE JINRONG

Signature: _____

Address: BOX 30112 KIBAHIA

Qualifications: DIRECTOR



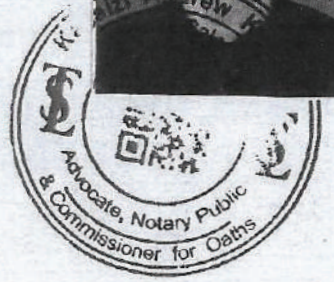
Before me:

Name: KASAIZI A. KASAIZI

Signature: _____

Address: BOX 40814 DM

Qualifications: ADVOCATE



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KASAIZI ANDREW KASAIZI
Advocate, Notary Public & Commissioner for Oaths

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:


Title Number: PWN 1753

Land Office Number: 971631

Land: PLOT NO. 241 BLOCK 'A' AT ZEGERENI INDUSTRIAL AREA IN KIRAMA TOWNSHIP

Term: NINETY NINE (99) YEARS

TITLE No. PWN-1753
 REGISTERED 19/12/2018
 AT 01:30 PM



[Signature]
 Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 31,020/- Paid
 On Original Receipt Shs: 99014358465
 of: 01/04/2019

[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 100/= Paid
 Receipt No: 99014358465
 of: 01/04/2019

[Signature]
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY


(Under Section 29)

Title No: PWN 1753
 L.O.No.971631
 KTC/LD/PT/13952

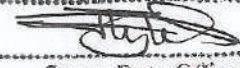
The 26th day of November Two thousand and nineteen.

THIS IS TO CERTIFY that **JONAS NELSON NYAGAWA** of P.O. BOX 723,IRINGA (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in Schedule hereto (hereinafter called "the Land") for a term **Ninety nine** years from the first day of **July, Two thousand and nineteen** 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 therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2019 shall thereafter pay rent of shillings **Three hundred eleven thousand two hundred (311,200/=)** only a year in advance on the first day of July in every year of the term without 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.


TITLE No. PWN-1753
 REGISTERED 19/12/2018
 AT 01:30 PM

 Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 31,020/- Paid
 On Original Receipt Shs: 99014358465
 of: 01/04/2019

 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 1,000/= Paid
 Receipt No: 99014358465
 of: 01/04/2019

 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No: PWN 1753
 L.O.No. 971631
 KTC/LD/PT/13952

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14/05/2019
 KASAIZI ANDREW KASAIZI
 Advocate, Notary Public & Commissioner for

IRINGA

- (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. The Occupier shall further

- (i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land shall be used for **General Industrial** purposes only, Use Group '**O**' Use class (a) as defined in the Urban Planning Act, No. 3 of 2007 (Use Classes) Regulations, 2018.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
7. The President may revoke the right for good cause or in public interest.

of: 01/04/2019
Stamp Duty Officer

(Under Section 29)

Title No.: P.W.N. 1753
L.O.No.971631
KTC/LD/PT/13952

The 26th day of November Two thousand and nineteen.

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 - (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.

SCHEDULE

ALL that land known as Plot No.241 Block 'A' situated at Zegereni in Kibaha Township containing Nine thousand seven hundred twenty five (9,725) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 89515 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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

[Handwritten signature]

ASSISTANT COMMISSIONER FOR LANDS

I, the within named JONAS NELSON NYAGAWA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said JONAS NELSON NYAGAWA who is known to me personally/identified to me by.....

[Handwritten signature of Jonas Nelson Nyagawa]

the latter being known to me personally in presence this... 24 ... day of ... 06 ... 2019)

Witness's Signature:.....

[Handwritten signature of witness]

Postal Address:.....

Qualification:.....



[Handwritten signature]
KASAIZI ANDRI W KASAIZI
Advocate, Notary Public & Commissioner for Oaths

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:
Ref. No. LR/T 1753



LAND REGISTRY,
P.O Box 1191,
Dar es salaam.
Date: 17 Jan, 2020

JONAS NELSON NYAGAWA
P.O Box 723
IRINGA
Sir/Gentlemen/Madam,

RE: TITLE NO: 1753 LAND OFFICE NO: 971631
PLOT NO. 241 BLOCK A AT ZEGERENI INDUSTRIAL AREA

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

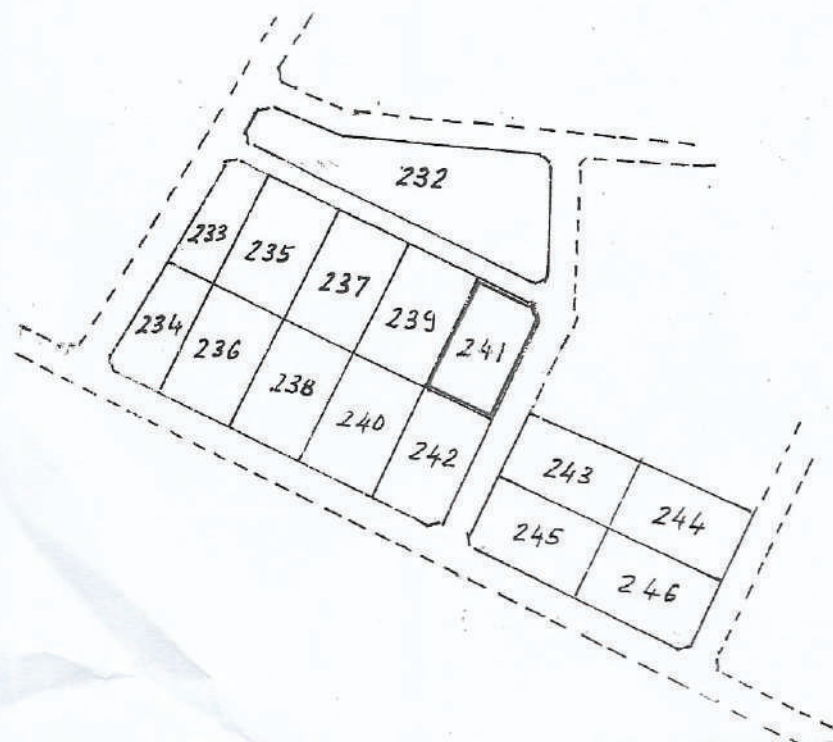
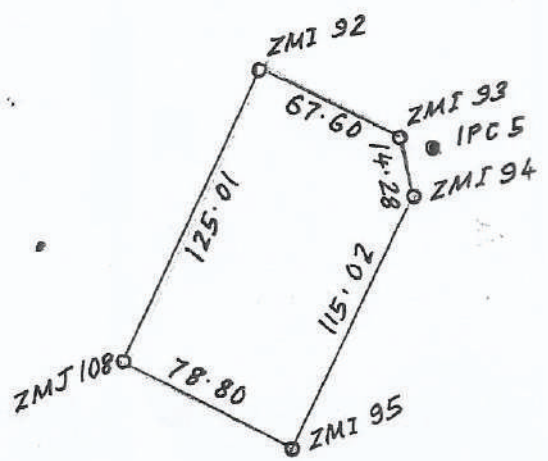
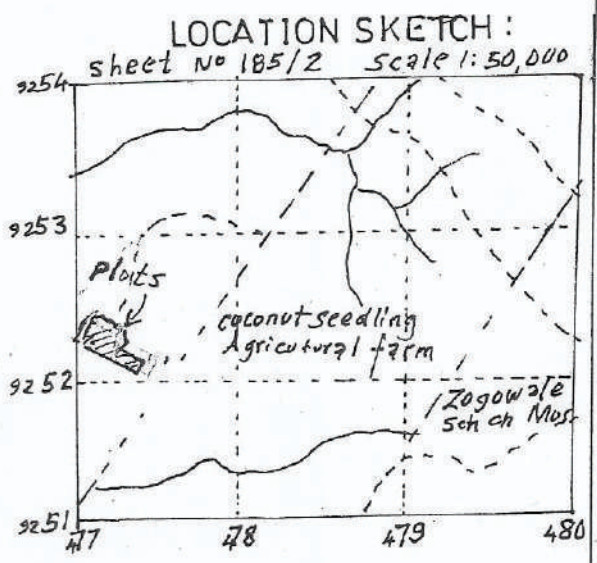

REGISTRAR OF TITLES

Copy to: Commissioner for Lands
Your LD File No: 379530 refers

KIBAHA TOWNSHIP



LOCATION ZEGERENI INDUSTRIAL
 BLOCK A'
 PLOT No. 241
 L. O. No. 971631
 AREA 9725 m²



Certified as a True Copy of the Original
 14/05/2023

KASAZI ANDRI W KASAZI

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

This plan, prepared in accordance with Registered Plan No **89515**

is approved for purpose of the Land Registration ordinance
 for Director of Surveys and Mapping
 Ministry of Lands, Housing and Human Settlements
 Development Dar-es-Salaam