



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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Fax: +255 22-2928469
Baruapepe: info@kigamboni.go.tz
Tovuti: www.kigamboni.go.tz

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

Unapojibu tafadhali taja:

Kumb.Na. KGMC/LD/UNGD/P33743

Tarehe:19/02/2025

Mkurugenzi Mtendaji,
Ofisi ya Raisi Mipango na Uwekezaji,
Mamlaka ya Uwekezaji na Maeneo Maalumu ya Kiuchumi (TISEZA)
S.L.P 938,
DAR ES SALAAM.

**YAH: KIWANJA NAMBA P61228 ENEO LA CHEKENI MWASONGA
MANISPAA YA KIGAMBONI.**

Tafadhali husika na kichwa cha habari Tajwa hapo juu.

2. Ofisi ya Mkurugenzi Manispaa ya Kigamboni kupitia Kitengo Cha Ardhi imepokea Barua yenu yenye kumbukumbu namba CA.148/234/015/98 ya tarehe 30/6/2025.
3. Kwa mujibu wa kumbukumbu za Ofisi Kiwanja tajwa hapo juu kilimilikishwa kwa Kampuni ya SILVERSANDS INVESTMENT LIMITED ya S.L.P 38307, Dar es Salaam kwa Hati milki yenye usajili namba DSMT1075025. Kiwanja hicho kimemilikishwa kwa Matumizi ya Kiwanda.
4. Tunakutakia utekelezaji mwema wa majukumu yako.

Shadrack Haule
Afisa Ardhi Mteule

MANISPAA YA KIGAMBONI.



CERTIFICATE OF OCCUPANCY

THE LAND ACT, Cap 113
(Under Section 29)



Title Number: DSMT1075025

Date of Registration: 11-Mar-2025 [11:31]

Handwritten signature

REGISTRAR OF TITLES

(12-Mar-2025)

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

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that **SILVERSANDS INVESTMENT LIMITED** of P.O. BOX 38307, Ilala, Dar es Salaam (hereinafter called "the Occupier") is 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 **sixty six (66) years** from the **first day of July two thousand and twenty three** 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.

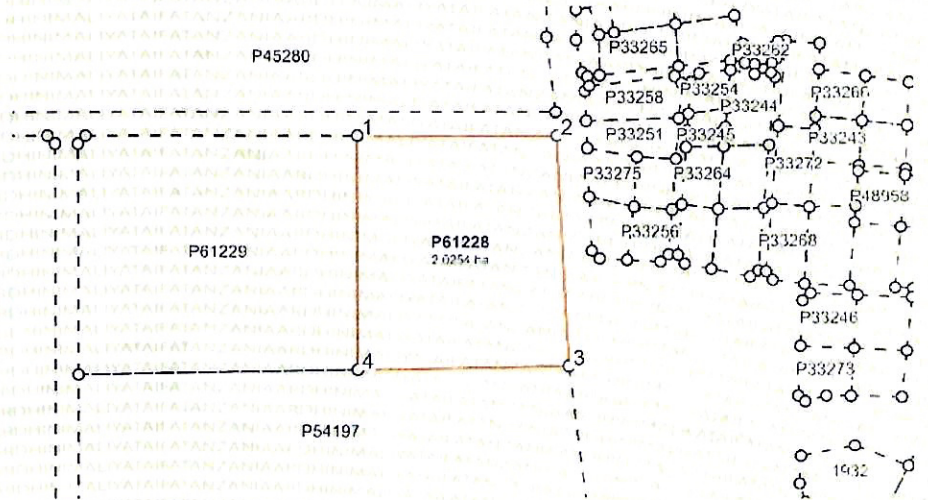
II. DESCRIPTION OF THE PROPERTY

District: Kigamboni
Location: CHEKENI MWASONGA
Block:
Plot No.: P61228
Area: 20,254.00 Square Metres
Reg. Plan No.: DSMS0038477

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	545020.42	9233676.52
2	545150.78	9233676.54
3	545158.40	9233526.75
4	545020.42	9233524.46



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 **Industrial (Light, Medium, Heavy and Service)** purposes only. Use Group(s) and Use Class(es) **O (a), (b), (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 of Commissioner

COMMISSIONER FOR LANDS
(11-Mar-2025)



AGREEMENT FOR SALE OF LAND

BETWEEN

**SILVERSANDS INVESTMENT LIMITED
(VENDOR)**

&

**HAIYU GROUP INDUSTRY (TZ) LIMITED
(PURCHASER)**

Dated this _____ Day of _____ 2025.

**IN RESPECT OF PIECE OF LAND SITUATED AT KILIMANJARO PARK UNDER THE SPECIAL
ECONOMIC ZONE, PLOT NO. P 61228 AT CHEKENI, MWASONGA KIGAMBONI DISTRICT, DAR
ES SALAAM.**

AGREEMENT FOR SALE OF LAND

THIS AGREEMENT is made this _____ day of _____, 2025.

BETWEEN

SILVERSANDS INVESTMENT LIMITED a limited liability company established under the laws of Tanzania, with Certificate of Registration Number 98608, having principal place of business at Block No. 3 Kilimanjaro Park, Kigamboni, Dar es Salaam, (hereinafter referred to as the “**Vendor**” whose expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns to include their heirs), of the one part.

AND

HAIYU GROUP INDUSTRY (TZ) LIMITED, a limited liability company established under the laws of Tanzania, with Certificate of Registration Number **169026831** and of Po Box 25385 Dar es Salaam (hereinafter referred to as the “**Purchaser**” whose expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns to include their heirs) of the other part.

The Vendor and the Purchaser are hereinafter collectively referred to as (“the Parties”)

PREAMBLE:

- A. **WHEREAS** the Vendor is a registered owner of all land measuring **20,254 Square** meters situated at Kilimanjaro Park under the Special Economic Zone, Plot No. P 61228, Chekeni Mwasonga, Kigamboni District, Dar es Salaam (hereinafter referred to as "the Property").
- B. **WHEREAS** the Vendor following a passed Resolution from its Members is desirous of selling and the Purchaser following a passed Resolution of its Members is desirous to purchase from the Vendor, the property and all unexhausted improvements existing thereon on the terms and conditions stipulated herein.
- C. **AND WHEREAS** the Parties agree to enter this sale transaction subject to the terms and conditions as set herein.

NOW THIS AGREEMENT WITNESSTH as follows:-

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context admits otherwise:
 - 1.1.1 “**Agreement**” means this Sale Agreement governing the sale of the Property (as defined herein above) by the Vendor and the purchase thereof by the Purchaser.
 - 1.1.2 “**Commissioner for Lands**” means the Commissioner for Lands, appointed by the President of the United Republic of Tanzania.

- 1.1.3 **“Ministry”** means the Ministry of Lands, Housing and Human Settlements Development of the United Republic of Tanzania.
- 1.1.4 **“Parties”** shall mean the signatories of this agreement.
- 1.1.5 **“The Property”** means all land measuring 20,254 Square meters situated at Kilimanjaro Park under the Special Economic Zone, Plot No. P 61228, Chekeni Mwasonga, Kigamboni District, Dar es Salaam
- 1.1.6 **“The Purchase Price”** shall mean **Tanzania Shillings Six Hundred and One Million Only (TZS 601,00,000)**, payable by the Purchaser to the Vendor as consideration for the purchase of the Property.
- 1.1.7 **“TZS** means Tanzania Shillings.
- 1.1.8 **“USD.”** Means United States Dollars.
- 1.1.9 **“Warranties”** means the covenants, representations and warranties from the Vendor and Purchaser set out in this Agreement and any other representations or warranties made by the Vendor and Purchaser in this Agreement or which have become terms of this Agreement and Warranty shall be construed accordingly.
- 1.2 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.3 Words importing people shall be construed as importing a corporate body and vice versa.
- 1.4 The headings of clauses do not form part of this Agreement and shall not be considered in its construction or interpretation; and
- 1.5 Any obligation on any party not to do or to omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee, agent or servant or advisor or any person authorized by that party.

2.0 DESCRIPTION OF THE LANDED PROPERTY TO BE SOLD:

- 2.1 The Vendor hereby sells, and the Purchaser hereby purchases all land measuring **20,254** Square meters situated at Kilimanjaro Park under the Special Economic Zone, Plot No. **P 61228**, Chekeni Mwasonga, Kigamboni District and includes all things naturally growing on the land, buildings and other structures permanently affixed to the land and all other improvements as described in this Agreement (hereinafter referred to as “the Property”)

3.0 EFFECTIVE DATE:

- 3.1 The Parties to this Agreement have mutually agreed that the effective date of this Agreement shall be on the date of execution of this Agreement by both Parties.

4.0 CONSIDERATION AND MODE OF PAYMENT:

- 4.1 The Parties agree that in consideration of the Purchaser paying to the Vendor a purchase price of **Tanzania Shillings Six Hundred and One Million (TZS 601,000,000)** on all land measuring 20,254 Square meters situated at Kilimanjaro Park under the Special Economic Zone, Plot No. P 61228, Chekeni Mwasonga, Kigamboni District, Dar es Salaam (hereinafter referred to as the Purchase Price”), the Vendor shall transfer to the Purchaser the title and absolute ownership of the Property together with the improvements and developments thereon free from any encumbrances whatsoever.
- 4.2 The Vendor shall on this day of signing of this Agreement hand over vacant and uninterrupted possession of the property to the Purchaser.
- 4.3 The Parties agree that at the time of signing this Agreement the full Purchase Price has been paid by the Purchaser to the Vendor and that there are no outstanding payments payable by the Purchaser to the Vendor.
- 4.4 The Vendor shall hand over the original title deed of the purchased property (five acres) to the Purchaser within a period of 30 days from the date of signing this Agreement.

5. SPECIFIC CONDITIONS TO THE SALE

IT IS HEREBY AGREED.

- 5.1. The Vendor and the Purchaser shall in addition to this Agreement duly execute a Deed of Transfer and all related documents and use their best endeavors to reasonably facilitate the transfer of the property is done smoothly from the Vendor to the Purchaser.
- 5.2. That, during the process of transferring the right of occupancy of the Property, both Parties shall work closely to ensure the consent from the approving authority is obtained and the Property is registered into the name of Purchaser.
- 5.3. There is no law, order, decree or similar enactment binding on the Vendor so far as it is aware which would conflict with or prevent it from entering a performance and observing the terms of this Transaction.

6. OBLIGATIONS OF THE VENDOR:

The Vendor shall:

- 6.1 Respond promptly to all enquiries from the Purchaser or its advisors for information about the said Property if nothing in this Agreement shall impose on the Vendor any greater duty of disclosure of matters affecting the Property than those imposed by statute or any other law.
- 6.2 Not to do any act to prejudice or in any way affect the interests, present or future, of the Purchaser.

7 OBLIGATIONS OF THE PURCHASER:

The Purchaser shall.

- 7.1 Promptly pay the Purchase Price for the purchase of the Property and other payments narrated herein above and honor all the terms and conditions of this Agreement.
- 7.2 Make such enquiries as it considers relevant and necessary for the purposes of the intended transfer of the Property.

8 VENDOR'S REPRESENTATIONS AND WARRANTIES:

The Vendor represents and warrants as follows the Purchaser and acknowledges that the Purchaser is relying upon such representation and warranties in entering into this Agreement.

- 8.1 That it has good Title to the Property and that the Property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no litigation pending before any forum or court in respect of the said land or proposed sale and transfer. And in the event of such claims, and successfully challenging Vendor's ownership of the Property, then the Vendor shall indemnify the Purchaser immediately.
- 8.2 There is no law, order, decree or similar enactment binding on the Vendor so far as it is aware of which would conflict with or prevent it from entering, performing and observing the terms of this Agreement.
- 8.3 All restrictions, conditions and covenants applicable to the Property have been fully observed and complied with in all material respects and no notice of any material breach thereof has been received or is to the Vendors knowledge likely to be received.
- 8.4 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 8.5 The execution or performance of the terms and conditions of this Agreement, Transfer Deeds and all related documents shall not result in any breach of any agreement in which the Vendor is party or any court order or decree.
- 8.6 All information given by or on behalf of the Vendor to the Purchaser during negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all material respects, and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading in any material respect.
- 8.7 That it represents and warrants that it has the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser the Property free of all encumbrances whatsoever.
- 8.8 The Vendor will immediately disclose in writing to the Purchaser any events or circumstances which may arise or become known to him after the date of this Agreement and prior to registration of the formal instruments of transfer in favor of the Purchaser which are inconsistent with any of the warranties or which had they occurred on or before the date of this Agreement would have constituted a breach of the warranties or which are material to be known by a Purchaser for value of the Property.

- 8.9 The Vendor agrees to indemnify and to hold the Purchaser harmless against all proceedings, costs, claims, demands, charges or expenses and liabilities arising out of misrepresentation, omission to disclose any fact relevant to the intended disposition or breach of the representations and warranties or covenants contained herein resulting in the Purchaser suffering any damage or incurring any liability.
- 8.10 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have any adverse effect on or materially adversely affect his ability to observe or perform her material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or is pending or threatened against her or the Property as described herein above.
- 8.11 No Agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 8.12 The Parties furthermore agree that this parcel of Industrial Land is being bought on an "as is where is basis" and the Vendor shall not be required to move, change, transform, alter, modify, fix or vary any natural or artificial landmark or feature on the said land including boundaries, trees etc.

9 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants as follows to the Vendor and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement.

- 9.1 The Purchaser has sufficient funds, power, authority and the right to enter into this Agreement and complete the transactions contemplated hereby.
- 9.2 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have adverse effect upon consummation of the transactions contemplated in this Agreement overall or part of the Property.
- 9.3 The Purchaser has purchased the Property subject to all terms of use applicable, and free from any encumbrances.
- 9.4 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.
- 9.5 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.

10 VENDOR'S AND PURCHASER'S COVENANTS:

The Parties hereby covenants that.

- 10.1 This Agreement constitutes the entire contract between the Parties regarding the matters dealt with in this Agreement and no representation, terms or warranties not contained herein shall be binding on the Parties.

- 10.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless in writing and signed by the Parties.
- 10.3 This agreement represents the current understanding between the Vendor and the Purchaser, and that this agreement hereby takes priority over all the previous agreements, understanding whether in writing or otherwise provided that exists between the parties regarding the purchased property herein referred to in this agreement.

11 COMPLETION OF THE TRANSACTION:

- 11.1 The Vendor and the Purchaser hereby expressly agree that the completion of the Transaction will take place on the occurrence of the following events:
- 11.1.1 The handing over of the property, its Original Title Deed and all related documents useful in transferring the ownership of the Property in the name of Tanzania Investment Centre in a view of the Purchaser being issued with Derivative Right.
- 11.1.2 The payment of the full Purchase Price to the Vendor by the Purchaser.

12 GENERAL CLAUSE:

- 12.1 The Vendor hereby covenants:
- 12.1.1 That upon receipt of the full Purchase Price, the Vendor shall provide all necessary support to the Purchaser in applying for consent from the Commissioner of Lands, registration of the transfer from the Registrar of Titles to transfer of the Property into the name of Tanzania Investment Centre ("TIC") and issuance of Derivative Rights to the Purchaser.
- 12.1.2 That in the event the Commissioner of Lands, Registrar of Titles or TIC declines to grant consent or register transfer of the Property, that the Purchaser and the Vendor will work together to obtain such consent from the Commissioner of Lands, Registrar of Titles or TIC.
- 12.2 That in the event the Commissioner of Lands or TIC continues to decline to grant consent or Registrar of Titles to register transfer of the Property, for reasons that are not caused by the Vendor, the Vendor shall reimburse the Purchaser all monies paid as payment of the Purchase Price and the Parties shall revert to their original positions prior to execution of the Agreement. The Purchaser shall be responsible for all and or any cost that may raise for the said restoration.

13 EXPENSES:

Each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated therein, including all fees and expenses to agents, representatives, Counsels and Accountants. In the case of termination of this Agreement, the obligation of each party to pay its own

expenses shall be subject to any rights of such party arising from a breach of this Agreement by the other party.

14 CONFIDENTIALITY:

The Parties shall:

- 14.1 Use the information only for the perfection of the sale and transfer of the said Property.
- 14.2 Treat all the information received as private and confidential.
- 14.3 Not without the other party's prior written consent disclose the information to any person other than:
 - 14.3.1. Its assignees and successors who must be informed on any matter related to the sale.
 - 14.3.2. Lawyers or any other Professional Advisors acting for or on behalf of the other party for the purpose of the intended transaction.
 - 14.3.3. A Bank or any other financial institution from which the Purchaser may seek financial assistance for the purchase of the said Property
 - 14.3.4. The Parties shall expressly inform all those mentioned above of the confidential nature of the said information.
- 14.4 Ensure that its advisers observe the terms of this Agreement and be responsible for any breach by such advisers.
- 14.5 Not to use any information directly or indirectly to procure a commercial advantage over the other party if the purchase does not proceed.

15 NOTICE:

- 15.1 Any notice or demand here under may be duly given to either party by prepaid post letter i.e. Registered Mail, EMS or DHL or hand dispatch and copy by other speedier mode of communication or transmittal such as Fax or E- mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and such notice or demand shall be effectual for all purposes 48 hours after receipt by the other party and in proving service it shall be sufficient to prove that the letter containing notice or demand was properly stamped, addressed and posted.
- 15.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties' addresses.

FOR THE VENDOR: SILVER SANDS INVESTMENT LIMITED No. 98608
OF PHONE NUMBER: +255 745 000 000,
E MAIL: info@gsmgroup.africa.
P.O BOX 6244, DAR ES SALAAM.

FOR THE PURCHASER: HAIYU GROUP INDUSTRY (TZ) LIMITED No. 169026831
OF PHONE NUMBER: +255 758126686
E MAIL: 648363167@qq.com.
P.O BOX 25385, DAR-ES SALAAM.

16 DISPUTE RESOLUTION

- 16.1 If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be resolved mutually by the parties themselves.
- 16.2 If the mutual resolution fails, then the matter shall be referred to the Court of competent jurisdiction.

17 FORCE MAJEURE

Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by him of his 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 Parties from or hindering any of the Parties' ability to fulfil the obligations hereunder undertaken to be provided.

18 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.

19 AMENDMENT AND WAIVER

- 19.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by both Parties.
- 19.2 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. The rights

and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

20 MISCELLANEOUS

20.1 This Agreement

20.1.1 Does not form part of any other contract between the Vendor and the Purchaser or any other person whatsoever.

20.1.2 All matters arising from or in connection to this agreement shall be governed and construed in accordance with Tanzanian Laws; and

20.1.3 Has been executed by both parties in ultimate good faith and that the principle of utmost good faith fully applies in its enforcement and performance.

20.2 Written notice served under any provision in this Agreement shall be sent both by e-mail and by registered post and if sent or delivered to a party's known physical address shall have the same effect as sending or delivering it to that party.

20.3 This Agreement to sell may be executed in three counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner: -

SEALED by the **COMMON SEAL**
of the said **SILVERSANDS INVESTMENT LIMITED**
on this day of 2025

}



In our Presence:

NAME: MUHAMMED ABDULKADER ANAM
ADDRESS: 38307 Dsm.
SIGNATURE: [Handwritten Signature]
DESIGNATION: DIRECTOR

NAME: ALI MUHAMMED ALI
ADDRESS: 38307 Dsm.
SIGNATURE: [Handwritten Signature]
DESIGNATION: DIRECTOR

SEALED by the COMMON SEAL
of the said HAIYU GROUP INDUSTRY (TZ) LIMITED
on this day of 2025.



In our Presence:

NAME: JIN LIANG YAN

ADDRESS:

SIGNATURE: 金亮

DESIGNATION:

NAME: YONG LIAN YAN

ADDRESS:

SIGNATURE: 永兰

DESIGNATION:

BEFORE ME:

NAME: Musa Raphael TIRAGA

ADDRESS: 1671 DSM

SIGNATURE:

DESIGNATION: ADVOCATE.

