

TANZANIA
LAND REGISTRY
APPLICATION FOR OFFICIAL SEARCH

Title no. 123978

To: The Registrar of Titles
I, RICHARD MATHIAS,

Hereby request to you to search the register in respect of the above and to advise me of the subsisting Entries.

Shs.40, 000/= Search fee is enclosed

From: RICHARD MATHIAS,
P.O. BOX,
DAR ES SALAAM

Date: 17.03.2025

For Official use

E.R.V.NO.925076317467167 of 17.03.2025

Issued Shs. 40, 000/=

OFFICIAL SEARCH REPORT

The following is a summary of the subsisting entries on property: -

Title no. 123978

District: BAGAMOYO URBAN AREA

Place: KIROMO AREA

Description: LO NO. 490031 PLOT NO. 19

Tenure: RIGHT OF OCCUPANCY

Term: 66 YEARS FROM 01ST JULY, 2012

Rent: SHS 303.200/=PER ANNUM (SUBJECT TO REVISION)

Area: 3.79 Ha.

Reservation: Terms and Conditions as contained in Certificate of Occupancy.

Owner: FAUZ ABDALLAH TWAIB OF P.O BOX 433 DAR ES SALAAM

Encumbrance: NIL

17/03/25
Original as the copy of the original
Ongororo Mathias Kinwari
Assistant Registrar
Dar es Salaam

NOTE: The records shown on the Official Search does not guarantee as to the genuineness of The Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date: 19th MARCH, 2025

JOANITHA KAZINJA

ASSISTANT REGISTRAR OF TITLES

SALE AGREEMENT

BETWEEN

FAUZ ABDALLAH TWAIB of P.O. Box 433, Dar es Salaam, Tanzania.

AND

**WANG DA INVESTMENT COMPANY LIMITED, a Company Incorporated in
Mainland Tanzania with incorporation number 183102087, of P.O. Box
20653 Dar es Salaam, Tanzania**

**[In Respect of Block No. 18 Kiromo Area, Bagamoyo District, L.O 490029
with Certificate Title No. 122274]**

SALE AGREEMENT
THIS AGREEMENT IS DATED THIS 17th DAY OF MARCH, 2025

BETWEEN

FAUZ ABDALLAH TWAIB of P.O. Box 433, Dar es Salaam, Tanzania (hereinafter to be referred to as "THE VENDOR ") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his successors in title, legal representative assignees and or any other person legally appointed to work on his behalf, on the one part,

AND

WANG DA INVESTMENT COMPANY LIMITED, a limited liability Company duly registered and incorporated under the laws of the Tanzania with incorporation number 183102087 whose address is P.O. Box 20653, Dar Es Salaam, Tanzania (hereinafter referred to as "THE PURCHASER") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors in title, legal representative assignees and or any other person legally appointed to work on their respective behalves on the other part.

RECITALS:

1. WHEREAS, the Vendor is the registered owner of the Right of Occupancy over all the land known as Plot Number 18, LO 490029, Kiromo Area within Bagamoyo District, Coast Region with C.T NO. 122274, further particulars of which are as per the Certificate of Tittle annexed to this Agreement, hereinafter referred to as "the property";



2. **AND WHEREAS**, pursuant to the authority conferred to him, the Vendor disposes of the Property and the Purchaser is willing and capable of purchasing the above Property, subject to terms and conditions as contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows: -

1. That, at a consideration of the total sum of **Tanzania Shilling Four hundred and Eighty Million (TZS. 480,000,000) only**, the Vendor hereby sells to the Purchaser and the Purchaser hereby buys the said Property subject to the covenants hereinafter stipulated but otherwise free from any encumbrances whatsoever.
2. That, it is hereby agreed by both parties that, the Purchaser shall pay to the Vendor the above referred purchase price as follows:
 - 2.1 That, 50% of the purchase amount which is equivalent to Tanzania Shillings **Two hundred and forty million (Tshs. 240,000,000/=)** shall be paid by the Purchaser to the Vendor upon signing of the Sale Agreement, and such amount to be deposited in the Vendor's account with the following Bank details account Number 0152907550000, CRDB Bank PLC, and account name Fauz Abdallah Twaib.
 - 2.2 That, the balance of the purchase price (**Tanzania Shillings Two hundred and Forty Million (Tshs. 240,000,000/=)** (hereinafter referred to as "the Escrow Amount") will be deposited into an escrow account to be operated by an Escrow Agent appointed by the Parties, and payments from the Escrow Account shall be made to the Vendor in two equal instalments as follows:
 - 2.2.1. 25% of the purchase price which is equivalent to **Tanzania Shillings One hundred and twenty million (Tshs.120,000,000/=)** shall be paid to the Vendor from the Escrow Account upon securing of the consent from the Assistant Commissioner for Lands.

2.2.2 That, the remaining 25% of the purchase price which is equivalent to Tanzania Shillings One hundred and twenty million (Tshs. 120,000,000/=) shall be paid to the Vendor upon registration of the transfer and issuance of Derivative Right of Occupancy in Purchaser's name by Tanzania Investment Centre.

3. That, from the date of making payment of the purchase price hereinabove specified, the Purchaser shall take possession and start processing transfer of ownership into her name and shall be at liberty to occupy and use the same without any interference from the Vendor and or any other person.
4. Notwithstanding the requirements under clause 3 above, the Vendor shall only deliver to the Purchaser the title deed to the Property as well as granting possession of the Property to the Purchaser upon receiving the first instalment payments of the purchase price in bank account as indicated under clause 2 above.
5. That, the Seller shall clear the Land Rents and payments of capital gains tax in connection with the sale of the Property and each party will bear its own legal fees. The purchaser shall bear the stamp duties, costs of valuation and all the other costs payable under this transaction.
6. That, save as aforementioned, the Property is hereby sold free from mortgage and/or any other liability and in case the Purchaser is called upon to pay and/or discharge any mortgage or any other liability owing to the Property as at the date hereof, then and on that event the Vendor will immediately indemnify the Purchaser.
7. That, the Vendor acknowledges that he has made the representations herein with the intention of persuading the Purchaser to enter into this Agreement and the

Purchaser has entered into this Agreement on the basis and strength of and in full reliance upon each one of the representations made by the Vendor.

8. That, it is hereby agreed by both parties that once this agreement is signed it shall be irrevocable by either party subject only to the breach of condition relating to payment of the purchase price herein above agreed.
9. That, the Vendor hereby acknowledges that he shall provide the necessary cooperation to the Purchaser and any person working under the Purchaser's instructions during the processes of change of ownership of the Property to the Purchaser's name.
10. That, in case of any breach of any of the terms or conditions of this Agreement, the party aggrieved shall be at liberty to institute a civil action in a Court of Law of competent jurisdiction for legal redress.
11. That, parties to this agreement confirm to have read and understood the terms of this agreement before signing and by signing the same, they confirm to have fully understood the terms and the contents herein.

IN WITNESS HEREOF the said parties have hereunto set their respective hands in the manner, day of the month and year hereinabove appearing.

SIGNED by the said **FAUZ ABDALLAH TWAIB**
who is known to me personally/identified to me by _____
.....
the latter being known to me personally in my
presence this.....^{17th} day of March, 2025


.....
THE VENDOR

WITNESSED BY: -

SIGNATURE: _____

NAME: RICHARD MATHIAS KINAWARI

ADDRESS: 31551 DAR ES SALAAM

QUALIFICATION: COMMISSIONER FOR OATH



SEALED WITH THE COMMON SEAL of the said
WANG DA INVESTMENT COMPANY LIMITED and
signed in our presence on behalf of the Company
this 7th day of March , 2025



SEAL

1. Name: MEI YAN LIU
Signature: 刘美莉
Position: Shareholder/Director

2. Name: DI WU
Signature: 吴迪
Position: Shareholder/Director

WITNESSED BY:

SIGNATURE: _____

NAME: RICHARD MATHIAS KINAWARI

ADDRESS: 31551 DAR ES SALAAM

QUALIFICATION: COMMISSIONER FOR OATH



122274

20-3-2013

1:00 Pm

[Signature]

Land Form No. 22

100/2
48533111
18-9-2012

[Signature]

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

11150/2
48533111
18-9-2011
[Signature]

Title No.: 122274
L.O. No.. 490029
Ref. No. BAG/LD/14341

The 16th day of November, Two thousand and Twelve.

THIS IS TO CERTIFY that **FAUZ ABDALLAH TWAIB** of P.O. Box 433, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called the Right) in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **sixty six (66)** years from the first day of **July, two thousand and twelve** 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, 2013** shall thereafter pay rent of shillings **two hundred, twenty three thousand and two hundred (223200/=)** 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.

- (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 **Bagamoyo Township Authority** 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.
SBM/10

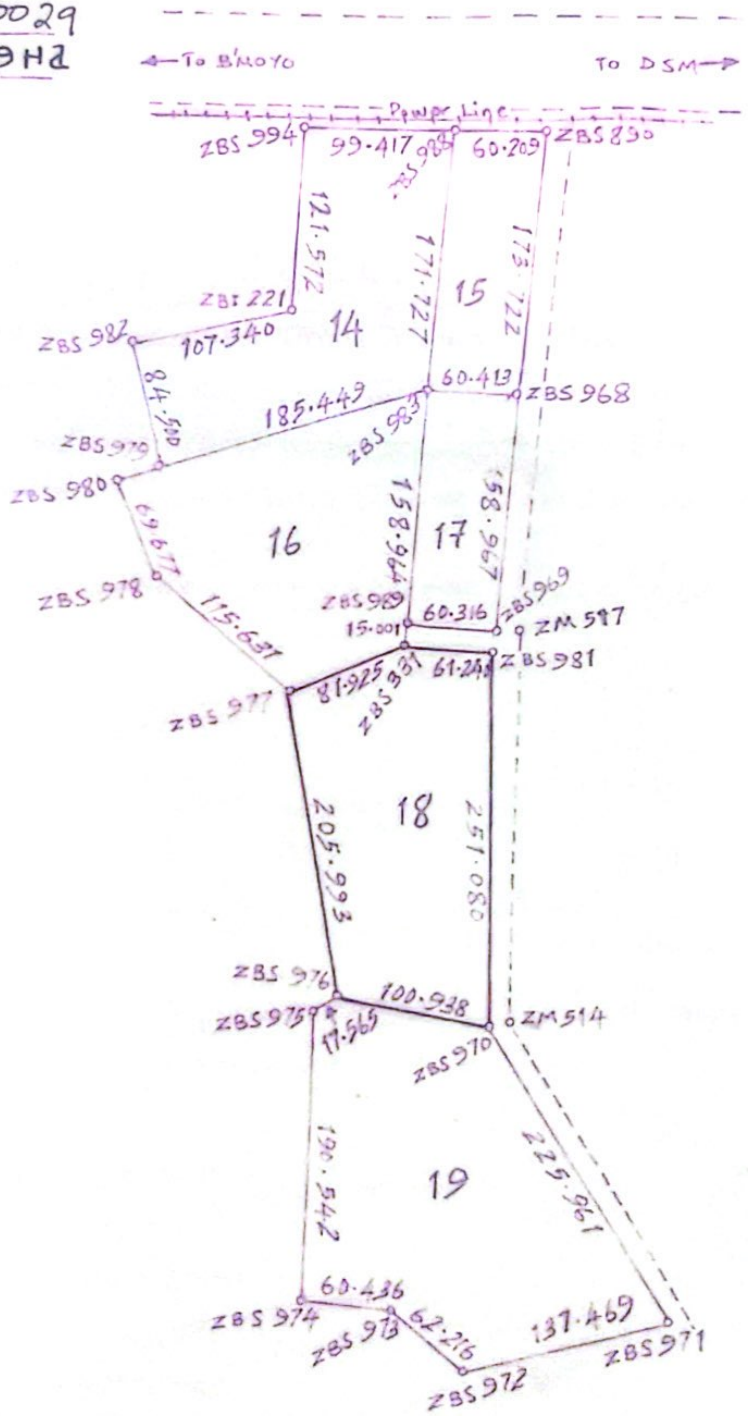
USER: The land shall be used for ^{Light industrial purposes} ~~Residential purposes~~ only, Use Group ^{'O'} ~~'A'~~ Use Classes (a), ~~(b) and (c)~~, as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

- 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
- 5. 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 the payment of all premia, taxes and dues prescribed in connection with that disposition.
- 6. The President may revoke the right for good cause or in public interest.

BAGAMOYO URBAN



LOCATION KIROMO
 BLOCK 1
 PLOT No. 18
 L.O No. 490029
 AREA 2.79 H2



This plan is for the purpose of...
 of title by...

53172
 13/8/2012
[Signature]


SCHEDULE

All land known as **Plot No. 18** situated at **Kiromo** in **Bagamoyo Urban Area** containing **two decimal point seven nine (2.79) hectares** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **53172** 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.


ASSISTANT COMMISSIONER FOR LANDS

I, **FAUZ ABDALLAH TWAIB** the within named **HEREBY** accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
FAUZ ABDALLAH TWAIB who is)
known to me personally / ~~identified to me by~~)
.....)
the latter being known to me personally)
this 24th day of September 2012.)
Witness's;)
Signature: )
Postal Address: Box 25192)
Qualification: Advocate)



SALE AGREEMENT

BETWEEN

FAUZ ABDALLAH TWAIB of P.O. Box 433, Dar es Salaam, Tanzania.

AND

WANG DA INVESTMENT COMPANY LIMITED, a Company Incorporated in
Mainland Tanzania with incorporation number 183102087, of P.O. Box
20653 Dar es Salaam, Tanzania

[In Respect of Block No. 19 Kiromo Area, Bagamoyo District, L.O 490031
with Certificate Title No. 123978

WANG DA INVESTMENT COMPANY LIMITED

SALE AGREEMENT
THIS AGREEMENT IS DATED THIS.....^{19th}.....DAY OF MARCH, 2025

BETWEEN

FAUZ ABDALLAH TWAIB of P.O. Box 433, Dar es Salaam, Tanzania (hereinafter to be referred to as "THE VENDOR ") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his successors in title, legal representative assignees and or any other person legally appointed to work on his behalf, on the one part,

AND

WANG DA INVESTMENT COMPANY LIMITED, a limited liability Company duly registered and incorporated under the laws of the Tanzania with incorporation number 183102087 whose address is P.O. Box 20653, Dar Es Salaam, Tanzania (hereinafter referred to as "THE PURCHASER") which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors in title, legal representative assignees and or any other person legally appointed to work on their respective be halves on the other part.

RECITALS:

1. WHEREAS, the Vendor is the registered owner of the Right of Occupancy over all the land known as Plot Number 19, LO 490031, Kiromo Area within Bagamoyo District, Coast Region with C.T NO. 123978, further particulars of which are as per the Certificate of Tittle annexed to this Agreement, hereinafter referred to as "the property";

ESTM
P.S
/

2. AND WHEREAS, pursuant to the authority conferred to him, the Vendor disposes of the Property and the Purchaser is willing and capable of purchasing the above Property, subject to terms and conditions as contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows: -

1. That, at a consideration of the total sum of Tanzania Shilling Five Hundred and Seventy Million (TZS 570,000,000) only, the Vendor hereby sells to the Purchaser and the Purchaser hereby buys the said Property subject to the covenants hereinafter stipulated but otherwise free from any encumbrances whatsoever.
2. That, it is hereby agreed by both parties that, the Purchaser shall pay to the Vendor the above referred purchase price as follows:
 - 2.1 That, the purchase shall pay the sum of Tanzania Shillings Fifty Million (TZS 50,000,000/=) to the Vendor upon signing of this Sale Agreement, and such amount to be deposited in the Vendor's account with the following Bank details: Account Number 0152907550000, CRDB Bank PLC, and account name Fauz Abdallah Twaib.
 - 2.2 That, the Purchaser shall pay balance of the purchase price (Tanzania Shillings Five Hundred and Twenty Million (TZS 520,000,000/=) in three instalments as follows:
 - 2.3.1. Tanzania Shillings Three Hundred Million (TZS 300,000,000/=) TZS (hereinafter referred to as the within Two Months of the date of this Agreement, that is to say, on or before ^{31st} ~~17~~ May 2025 directly into the Vendors account mentioned in clause 2.1 above;
 - 2.3.2. Tanzania Shillings Two Hundred Twenty Million (TZS 220,000,000/=) (hereinafter referred to as "the Escrow Amount") will be deposited into an escrow account to be operated by an Escrow Agent appointed by the


J. BOX
MRES

Parties, and payments from the Escrow Account shall be made to the Vendor in two equal instalments as follows:

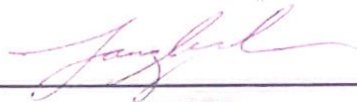
- 2.3.3. Tanzania Shillings One Hundred Ten Million (TZS 110,000,000/=) shall be paid to the Vendor from the Escrow Account upon securing of the consent from the Assistant Commissioner for Lands.
 - 2.3.4. The remaining balance, Tanzania Shillings One Hundred Ten Million (TZS 110,000,000/=) shall be paid to the Vendor upon registration of the transfer and issuance of Derivative Right of Occupancy in Purchaser's name by Tanzania Investment Centre.
3. That, from the date of making payment of the purchase price specified in clause 2.3.1, the Purchaser shall take possession and start processing transfer of ownership into her name and shall be at liberty to occupy and use the same without any interference from the Vendor and or any other person.
 4. Further to the provisions of clause 3 above, the Vendor shall only deliver to the Purchaser the title deed to the Property as well as granting possession of the Property to the Purchaser upon receiving the first instalment of the purchase price in bank account as indicated under clause 2.3.1 above.
 5. That, the Seller shall clear the Land Rents and payments of capital gains tax in connection with the sale of the Property and each party will bear its own legal fees. The purchaser shall bear the stamp duties, costs of valuation and all the other costs payable under this transaction.
 6. That, save as aforementioned, the Property is hereby sold free from mortgage and/or any other liability and in case the Purchaser is called upon to pay and/or discharge any mortgage or any other liability owing to the Property as at the date

hereof, then and on that event the Vendor will immediately indemnify the Purchaser.

7. That, the Vendor acknowledges that he has made the representations herein with the intention of persuading the Purchaser to enter into this Agreement and the Purchaser has entered into this Agreement on the basis and strength of and in full reliance upon each one of the representations made by the Vendor.
8. That, it is hereby agreed by both parties that once this agreement is signed it shall be irrevocable by either party subject only to the breach of condition relating to payment of the purchase price herein above agreed.
9. That, the Vendor hereby acknowledges that he shall provide the necessary cooperation to the Purchaser and any person working under the Purchaser's instructions during the processes of change of ownership of the Property to the Purchaser's name.
10. That, in case of any breach of any of the terms or conditions of this Agreement, the party aggrieved shall be at liberty to institute a civil action in a Court of Law of competent jurisdiction for legal redress.
11. That, parties to this agreement confirm to have read and understood the terms of this agreement before signing and by signing the same, they confirm to have fully understood the terms and the contents herein.

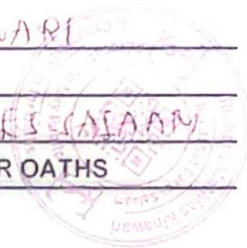
IN WITNESS HEREOF the said parties have hereunto set their respective hands in the manner, day of the month and year hereinabove appearing.

SIGNED and DELIVERED by FAUZ ABDALLAH TWAIB who is known to me personally/has been identified to me by the latter being personally known to me this day of 2025



VENDOR

Name: RICHARD NATHAN KINAWARI
Signature: 
Address: P.O. BOX 31551 DAREI CASAM
Designation: ADVOCATE & COMMISSIONER FOR OATHS



ARTFD

SEALED with the Common Seal of WANG DA
INVESTMENT COMPANY LIMITED and
DELIVERED in the presence of us this 12th
day of March, 2025.



Name:

MEI YAN LIU

Signature:

刘美燕

Address:

P.O. Box 20653

Designation:

DIRECTOR

Name:

DI WU

Signature:

吴迪

Address:

P.O. Box 20653

Designation:

DIRECTOR/SECRETARY