

AGREEMENT FOR SALE

**SURVEY PLOT NO 1, BLOCK "D" MSUFINI, PICHA YA NDEGE, KIBAHA
MUNICIPALITY**

AN AGREEMENT MADE THIS _____ DAY OF MARCH, 2025

BETWEEN

HELLEN ELIAS MWAKIHABA

(Hereinafter referred to as "OWNERS")

AND

TANZANIA ZHONGJIANG TECHNOLOGY COMPANY LIMITED

(Hereinafter referred to as "Buyer")

DRAWN BY:

BASILISA CLAUD MWAKIMBWALA: ADVOCATE,

P.O.BOX 74, MZUMBE, MOROGORO

26/03/2025

AGREEMENT FOR SALE

This SALE AGREEMENT is made this 15 March, 2025

BETWEEN

HELLEN ELIAS MWAKIHABA, A Tanzanian with national identification number 19831226-61104-0000112 of P.O. Box 30112, Kibaha (hereinafter referred to as 'the vendor' on the one part)

AND

TANZANIA ZHONGJIANG TECHNOLOGY COMPANY LIMITED, a limited liability Company registered and incorporated in Tanzania under the companies Act [Cap 212 of 2002] with incorporation Number 183-407-422 of P.O. Box 25630 Dar es salaam (hereinafter referred to as 'The purchaser') on the other part.

;

RECITALS.

WHEREAS:

(A) The Buyer and the Sellers intend to enter into the Transaction subject to contract.

(B) The Sellers does not intend to enter into the Transaction with anyone other than the Buyer during the Exclusivity Period.

(C) The Buyer and the Seller are entering into this agreement in good faith and are relying on its terms.

(D) The Sellers confirm that they were lawfully allocated the said land as beneficiaries of the estate during the formal distribution of inheritance. The allocation was carried out by the duly appointed estate administrator, Anna Kafuru Mwakihaba, in accordance with the applicable laws and procedures, during a meeting convened on March 17, 2021.

NOW THIS EXCLUSIVITY AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE - 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides: -

“Agreement” means this Sale Agreement between the seller and the buyer leading to the transfer of the Property with description hereto.

“Encumbrance” means and includes any caveat or anything which shall restrain enforceability or affect performance of this agreement.

“Parties” mean the signatories to this Agreement;

“Property” shall include use of the land and anything attached permanently to the land the subject of this agreement.

“Purchase Price” means the amount of TZS 425, 000, 000/- (Tanzania Shilling four and twenty-five hundred Million Only) including brokers fee payable to the seller by the buyer as consideration for the purchase of the land owned by the seller

ARTICLE- 2

2.0 LAND EARMARKED FOR SALE

The Sellers are the lawful owners of a surveyed parcel of land described as **Plot No. 1, Block 'D,'** measuring 4 hectares. However, the said land is not yet registered under a title deed." (hereinafter referred to as the "Property"), situated at Msufini, picha ya ndege, Kibaha, PWANI, with boundaries defined as follows:

East: Bounded by Praxedis Mbuya

West: small river/ bridge

North: Bounded by Athumani S. Mlongakweli

South: Bounded by Morogoro Road

ARTICLE - 3

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 In consideration of payment of the sum of TZS 425, 000, 000/- (Tanzania Shilling four and twenty-five hundred Million Only) (here-in-after called the Purchase Price) to the seller, they shall transfer the title and ownership over the Property described hereinabove together with all the improvements thereon, free from any encumbrances to the Purchaser or buyer.
- 3.2 Upon signing of the Agreement, the Purchaser shall pay the first instalment of the purchase price amounting to TZS 5,000,000.00 (Tanzania shilling of five million) Only which shall constitute downpayments for the purchase price. The Purchaser shall bear the costs of government fees and any associated expenses for engaging officers to expedite the process. The remaining balance of TZS 420,000,000.00 (Four Hundred Twenty Million Tanzanian Shillings) shall be paid as follows: Ninety percent (90%) of the remaining balance shall be paid on or before July 10, 2025; and Ten percent (10%) of the remaining balance shall be paid upon the successful issuance of the title deed in the name of the Buyer."
- 3.3 The Buyer shall bear no responsibility for the payment of any brokers' fees, as the obligation to settle such fees rests solely with the Seller. However, the Buyer agrees, as a gesture of assistance, to contribute a sum not exceeding Five Million Tanzania shillings (TZS 5,000,000) only towards such fees which shall be deemed included in the purchase price As a result, the total purchase price for the land, inclusive of the contribution towards such fees, shall be TZS 425,000,000 (Four Hundred Twenty-Five Million Tanzanian Shillings), This contribution shall be the Buyer's maximum and final obligation in this regard, and the Seller shall have no further claim against the Buyer for any additional amounts related to brokers' fees."

ARTICLE - 4

4.0 THE SELLER WARRANTS/OBLIGATIONS

In consideration of the Exclusivity Sum payable by the Buyer at the date of this Agreement, and in consideration of the Buyer undertaking and incurring expenses In connection with the Buyer's Obligations, the Seller undertakes:

4.1 That as soon as reasonably practicable after the date of this Agreement to instruct the Seller's: To send the Transaction Documents to the Buyer's Advocate; and to answer promptly all enquiries raised by the Buyer's Advocate relating to the Property or the Transaction, to respond promptly to any amendments to the draft sale and purchase agreement proposed by the Buyer's Advocate and do all other work reasonably required

To enable contracts for the Transaction to be exchanged within the Exclusivity Period;

4.2. to supply the buyer Advocate with all documentation, information and authority reasonably necessary to enable the buyer to draft and negotiate the sale and purchase agreement and do all work necessary to enable contracts for the Transaction to be exchanged within the Exclusivity Period;

4.3 During the Exclusivity Period not to send, instruct, allow anyone else to Send any Transaction Documents to anyone other than the Buyer's advocate; and

4.5 During the Exclusivity Period, not to (nor instructor allow anyone else to): encumber or deal with the title to the Property except with the Buyer; or solicit or respond to any approach to encumber or deal with the title to the company and Properties with anyone other than the Buyer

4.6 During the exclusivity period the seller is not allowed to enter into any contractual agreement with anyone except the buyer.

4.7 the sellers told the purchaser that the land is converted to both land use it can be used as residential, commercial and industrial use

4.8 The Seller guarantees the buyer that the Property is sold free from mortgage, liens, charges or any encumbrance whatsoever and there is no suit relating to it, and in any case should the buyer be called upon to pay and/or discharge any liability owing to the property as at the date of signatures hereof, then and on that event the Vendor will immediately indemnify the buyer.

4.9 The Seller irrevocably guarantees to provide full assistance to the Purchaser until the title deed is duly issued under the Tanzania Investment Centre (TIC). Furthermore, the Seller certifies that the land may comprise designated plots and blocks, with only the final issuance of the title deed pending. In this regard, the Purchaser shall be responsible for settling all applicable government fees, upon which the necessary

documentation shall be submitted to TIC to facilitate the processing and issuance of the title deed.

4.10 The Seller hereby guarantees that the land is sold to the Buyer together with all improvements, fixtures, and attachments thereon, including the unfinished house. The Seller further warrants that they hold full legal ownership and have the absolute right to sell the land and all its attachments. Upon 90% payment of the purchasing price, the Seller shall have no further rights, interests, or claims whatsoever against the Buyer in relation to the land or any structures thereon, and they irrevocably waive any future claims in this regard. The Seller shall be responsible for the removal of all buildings and structures from the land at their own cost and expense prior to the completion of the sale. The Buyer shall have no obligation, financial or otherwise, in relation to such removal.

ARTICLE 5

5.0 THE BUYER OBLIGATIONS

In consideration of the Exclusivity Sum payable of five million Tanzania shillings (TZS 5,000,000/=) by the Buyer at the date of this Agreement, and in consideration of the Seller undertaking the Seller's Obligations, the Buyer undertakes to instruct the Buyer's Advocate as soon as reasonably practicable after the date of this agreement to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the Transaction to be exchanged within the Exclusivity Period.

During the exclusivity period the buyer is not allowed to enter into any contractual agreement with anyone except the seller.

ARTICLE 6

6.0 THE SELLER AND BUYER COVENANTS

- 6.1 The seller and the buyer hereby expressly agree that completion of this Agreement will take place after the Purchaser has been registered as owner of the company and the said Right of Occupancy.
- 6.2 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.
- 6.3 The Seller hereby certifies and confirms to the Purchaser that the land has been duly converted for multiple uses, including residential, commercial, and industrial purposes.

ARTICLE 7

7.0 TERMINATION

- 7.1 The Buyer may terminate this agreement with immediate effect by written notice to the Seller. If the Buyer terminates this agreement, the Seller shall not refund any amount paid in respect of this transaction.
- 7.2 The Seller may terminate this agreement with immediate effect by written notice to the Buyer. If the seller terminates this agreement, the buyer will be refunded fully amount paid so far.

ARTICLE 8

8.0 TIME OF THE ESSENCE

Time is of the essence for the purposes of this agreement.

ARTICLE 9

9.0 THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This agreement has been entered into on the date stated at the beginning of it.

ARTICLE 10

10.0 APPLICABLE LAW AND DISPUTE CLAUSES

Any dispute arising from or in connection with this Agreement shall be referred to the Court of Laws in accordance with Tanzanian Laws.

ARTICLE 11

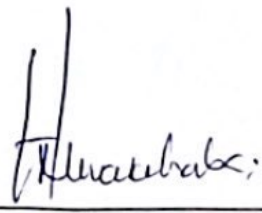
11.0 MISCELLANEOUS PROVISIONS

- 11.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 11.2 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzanian Laws.
- 11.3 This Agreement shall be in the English Language and in three (3) original searches being authentic.

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

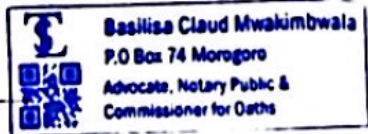
SIGNED AND DELIVERY AT DAR ES SALAAM

By the said HELLEN ELIAS MWAKIHABA who is known
To me personally/identified to me by
The latter person being known to me
this _____ day of March 2025


SELLER/VENDOR

BEFORE ME

Name: Basilisa Claud Mwakimbwala
Signature: B. claud
Address: 74 Morogoro
Qualification: Advocate



SEALED with the Common Seal of
TANZANIA ZHONGJIAN
TECHNOLOGY COMPANY LIMITED and DELIVERED

Before me this 25 day of March 2025

Name : WU JINGZHONG
Signature: 吴精忠



Address: DAR-ES-SALAAM

Qualification: DIRECTOR

BEFORE ME

Name: Basilisa claud Mwakimbwala

Signature: B. claud

Address: 74 namogoro

Qualification: Advocate

