

**AGREEMENT FOR SALE OF A RIGHT OF OCCUPANCY**

**MADE BETWEEN**

**PLAINVILLE LIMITED**

**AND**

**EVERWELL CABLE AND ENGINEERING COMPANY LIMITED**

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**FOR THE LAND SITUATED ON PLOT NO. 1391, WITH C.T  
32908, MSASANI, KINONDONI DISTRICT, DAR ES SALAAM  
REGION.**

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**THIS AGREEMENT** is made on the 01 day of March 2025.

**BETWEEN**

**PLAINVILLE LIMITED**, a limited liability company incorporated and registered under the laws of Tanzania with Postal Address Number 5636 Dar es Salaam, Tanzania (Hereinafter called the "**VENDOR**" which expression shall, where the context so admits, include and extend to persons deriving title under the Vendor, his successors and assigns) of the one party;

**AND**

**EVERWELL CABLE AND ENGINEERING COMPANY LIMITED**, a limited liability company incorporated and registered under the laws of Tanzania with Postal Address Number 63149 Dar es Salaam Tanzania (hereinafter called the "**PURCHASER**"), which expression shall, where the context so admits, include its successors and assigns in the title of the other party;



**WHEREAS**

The Vendor is the registered owner of the Right of Occupancy over all the land known as PLOT NO. 1391, WITH C.T 32908, MSASANI, KINONDONI DISTRICT, DAR ES SALAAM REGION., hereinafter referred to as "**the Property**";

**WHEREAS**, the Purchaser has firm intention and desire to acquire the property at the purchase price agreed upon and stipulated by the Vendor in this agreement;

**AND WHEREAS** both parties are desirous of executing a sales agreement for the purposes of having the land transferred in the names of the Purchaser at a consideration of **ONE MILLION ONE HUNDRED THOUSAND UNITED STATES DOLLARS (1,100,000/= USD)**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions contained herein, the parties agree as follows:

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## 1.0 THE SALE

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the said Property inclusive of all existing building except the fixtures and fittings, subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor prior to this Agreement.

## 2.0 THE CONSIDERATION

2.1 In consideration of the purchase price of **ONE MILLION ONE HUNDRED THOUSAND UNITED STATES DOLLARS (1,100,000/= USD)**, The vendor is hereby selling the demised Property to the Purchasers, and the Purchaser is hereby purchasing the demised Property from the vendor, subject to the covenants contained herein.

2.2 That the purchase price herein stipulated shall be paid by the purchaser to the vendor in accordance with the provisions of clause 3 herein.

## 3.0 MODE OF PAYMENT OF PURCHASE PRICE:

3.1 That Purchase Price stipulated herein shall be payable by the Purchaser to the Vendor in Instalments as described herein below:

3.2 The first instalment of the purchase price shall be **ONE MILLION ONE HUNDRED THOUSAND UNITED STATES DOLLARS (1,100,000/= USD)** payable by the purchaser to the vendor as per the below installments:

3.2.1 The first installment amounting to **United States Dollars Three Hundred Thousand (300,000/= USD)** shall be paid within a period of **Eight (8) weeks** from the date of signing this agreement.

3.2.2 The second installment amounting to **United States Dollars Three Hundred Thousand (300,000/= USD)** shall be paid

after the approval certificate is issued by the commissioner for lands.

3.2.3 The third installment amounting to **United States Dollars Three Hundred Thousand (300,000/= USD)** shall be paid after the payment of Capital Gain Tax and issuance of tax clearance to the respective payment.

3.2.4 The final installment amounting to **Two Hundred Thousand United States Dollars (200,000/= USD)** shall be paid after the deed of surrender for the certificate of title for the land is registered by the registrar of titles.

3.3 The purchase price will be paid to the vendor in the Bank account to be provided at the time whenever each installment is due.

#### **4.0 TRANSFER PROCESS**

4.1 The process of transferring the property from the Vendor's name to the Purchaser's name shall commence immediately, after the first installment of **USD 300,000** as indicated in clause 3.2.1 above is duly settled.

4.2 The parties herein agree that the Vendor shall ensure that they sign off all necessary documents related to facilitate the transfer of the property.

#### **5.0 POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION**

5.1 Upon payment of the amount of **USD 300,000** as per clause 3.2.1 above, the vendor undertakes to cooperate in the process of transferring the property in the purchaser's name, including the signing of any documents that may be needed with respect to the transfer of the land.

5.2 The parties further agree that the tenants currently occupying the property shall vacate and hand over the property within a **period of six (6) months** from the date of signing this agreement. The Vendor undertakes to ensure

that the property is duly handed over to the purchaser within a period of six (6) months from the date of signing this agreement.

5.3 The parties herein agree that the handover of the property shall be done after the purchaser has completed payment of the purchase price.

5.4 The Vendor shall further hand over the Original Certificate of Title for the land to the purchaser's appointed legal counsel immediately after the signing of this agreement.

## **6.0 APPROVAL OF THE COMMISSIONER FOR LANDS**

6.1 The transfer of the Right of Occupancy 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 for the disposition of land and consent being obtained.

6.2 The Vendor shall execute landforms 29 and 30 seeking the Commissioner's approval, and the Purchaser, through his lawyer, shall process and use all reasonable endeavors to obtain it.

## **7.0 COVENANTS BY THE VENDOR**

The Vendor hereby covenants with the Purchaser that:

7.1 They have the power to enter into and perform the obligations under this Agreement.

7.2 They have the full authority to sell, transfer and dispose of the land and has the powers of sale derived therefrom, and that they have a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose of the said piece and parcel of land in the manner herein provided.

7.3 They are not entitled to receive any consent from any person, the Commissioner of Lands and Tax authorities excepted, and if any such consent is required, the Vendors shall use all their reasonable endeavours 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 properties and developments therein contained.

7.4 The entry into and performance of this Agreement and the transactions contemplated hereby do not conflict with any law or regulation or any official or judicial order to which the Vendor is subject.

## **8.0 COVENANTS BY THE PURCHASERS AND REPRESENTATIONS**

The Purchasers hereby covenant with the Vendor that:

- 8.1 They have the power to enter into and perform its obligations under this Agreement.
- 8.2 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms.
- 8.3 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.
- 8.4 The Purchaser has purchased the Property subject to all terms of use applicable and as stipulated in the Certificate of Right of Occupancy but free from any encumbrance.


## **9.0 COSTS**

### **9.1 General costs:**

Each party is responsible for its professional costs incurred with respect to the preparation and implementation of this Agreement.

### **9.2 Specific costs:**

9.2.1 The vendor shall be responsible for paying Capital Gain tax and any outstanding property taxes.

9.2.2 The purchaser shall be responsible for paying Valuation Report fees, Stamp duty, registration fees and search fees during the transfer process.

## **10.0 NON-ASSIGNMENT OF THIS AGREEMENT**

This Agreement is personal to the parties, and the parties shall not 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.

## **11.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

11.1 This agreement shall be governed by the Laws of Tanzania.

11.2 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

11.3 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

## **12.0 TERMINATION AND CONSEQUENCES**

This agreement shall not be terminated by either party except in the case of the below;

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12.1 By mutual consent of all the parties.

12.2 In the event either party breaches the terms of this agreement, and the breach is not remedied within 30 days from the date when a formal notice is issued to the breaching party.

12.3 In the event the Certificate of title for the land cannot be registered in the names of the purchaser.

12.4 In the event the certificate of approval for the land transfer is not issued by the Commissioner for Lands.

12.5 The parties herein agree that if the agreement is willfully terminated by the purchaser for a reason not associated to the breach of the terms of the agreement by the Vendor, the Vendor shall have to be entitled to compensated for an amount equivalent to **thirty (30%) percent** of the total purchase price. That this amount together shall be paid to the vendor within a period of **thirty (30) days** from the date of termination of the agreement. The Vendor shall however have to refund back the paid purchase price less the compensation amount.

12.6 The parties further agree that if the agreement is willfully terminated by the vendor for a reason associated to the purchaser, the Vendor shall pay to the purchaser compensation equivalent to **30%** of the total purchase price at the time of termination of the agreement as well as refund to the purchaser the already paid purchase price. The refund and compensation shall be done in a period of not more than 30 days from the date of termination. The Original Certificate of title shall also only be handed back to the Vendor after the payment of compensation and the refund of the purchase price.

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### **13.0 NOTICES AND BREACH**

10.1 The parties herein agree that in case of any breach of the terms of this agreement, the non-breaching party shall issue a notice of breach to the breaching party requiring such person to remedy the breach within 30 days and in the event such breach is not remedied, then the agreement will be terminated.

10.2 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post or to the physical office location for such party. For purposes of service, the notice shall be addressed as below: -

**FOR THE VENDORS:**

**PLAINVILLE LIMITED**

P.O. BOX 5636,

DAR ES SALAAM

Telephone: +255754206294

**FOR THE PURCHASER:**

**EVERWELL CABLE AND ENGINEERING COMPANY LIMITED**

P.O BOX 63149,

DAR ES SALAAM

Telephone: +255655330009

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





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**SEALED** with the **COMMON SEAL** of the said  
**PLAINVILLE LIMITED**

on this 07 Day of March 2025



**VENDOR**

Full Name ..... Prakash Patel .....  
Signature ..... [Signature] .....  
Postal Address ..... 5836 DSM .....  
Designation ..... Director .....

Full Name ..... SAHIL PATEL .....  
Signature ..... [Signature] .....  
Postal Address ..... 5836 DSM .....  
Designation ..... Director .....

[Handwritten marks]

[Handwritten mark]

SEALED with the COMMON SEAL of the said

EVERWELL CABLE AND ENGINEERING COMPANY LIMITED

on this <sup>07</sup> Day of March 2025



Full Name ..... Jilao peng Lu .....

Signature ..... 李敖朋 .....

Postal Address ..... P.O. Box 6349 .....

Designation ..... Director .....

Full Name ..... CHEN ZILAI .....

Signature ..... 陈子来 .....

Postal Address ..... P.O. Box 67149 .....

Designation ..... M.D. Assistant .....

Handwritten initials "JL"

Handwritten mark resembling the number "8"

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