

THE UNITED REPUBLIC OF TANZANIA

THE CONTRACT ACT CAP 345 R.E 2002

**DATED AT DAR ES SALAAM THIS.....DAY
OF.....**

**PLOT PURCHASE AGREEMENT
BETWEEN**

GIANA ROBERT MBALASE

AND

PRIMORIGIN TANZANIA LIMITED

LAND PURCHASE AGREEMENT

THIS PLOT AGREEMENT is made at Dar es Salaam this.....day of.....

BETWEEN

GIANA ROBERT MBALASE of post office **Box Number 2939** Dar es Salaam in the United Republic of Tanzania (hereinafter referred to as "the seller")

AND

PRIMORIGIN TANZANIA LIMITED Post Office **Box Number 204** Dar-es- salaam in the United Republic of Tanzania (hereinafter referred to as "the Purchaser")

WHERE AS:

1. **GIANA ROBERT MBALASE** (hereinafter called "the Seller") is an individual in the United Republic of Tanzania Owning a PLOT Title No. 78617, Plot No. 1, Kikongo kibaha district council, Dar es salaam. It is 4.82 HECTOR and 12 Acres.
2. The Seller has agreed to sell, and the purchaser is desirous to buy the said all pieces of land (hereinafter referred to as 'property') which is located on the above-mentioned pieces of land at a consideration of Tanzanian Shillings **Thirty Six million only (TSH 36,000,000/=)** subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. **AGREEMENT FOR PURCHASE**

Subject to the terms and conditions of this agreement, the Seller shall sell the PLOT and the Purchaser shall purchase the said PLOT with all rights attaching to them and with effect from the date of this agreement.

2. **PURCHASE CONSIDERATION**

- 2.1. The purchase consideration for the Sellers' Land shall be the sum of **Thirty Six Millions (TSH 36,000,000/=)** which shall be paid in two installments .60% will be paid within 3 days of signing this agreement and the rest after the said title deed is received.
- 2.2. That the vendor will maintain the condition of the purchased property during the possession of the said property.

- 2.3. For avoidance of doubt relevant fees/charges regarding the transfer such as 10% Capital gain tax and land rent shall be paid by the seller.
- 2.4. Stamp duty, consent, approval, and registration along with transfer fees shall be paid by the purchaser.

3. CONDITIONS

The purchase of the PLOT (subject at this agreement) is a conditional upon: -

- 3.1. The purchaser being pleased that the PLOT is clear from Rent tax and any liability from Tanzania Revenue Authority and other debts.
- 3.2. And, if any of the conditions is not fulfilled by the Completion Date, this agreement stand to be terminated and the Seller shall refund to the purchaser a total of **Thirty Six Million (TSH 36,000,000/=)** (being the consideration herein) without deduction whatsoever.

4. COMPLETION

The Seller shall deliver to the purchaser:

- 4.1. Dully completed and signed transfer landforms in respect of land together with the Original Title deed.

GOVERNING LAW

That, in the event a dispute arises between this parties herein which cannot be resolved amicably, this agreement is governed by and shall be construed in all respects in accordance with the laws of United Republic of Tanzania.

V. Mwalimu S

SELLER

Name: GIANA ROBERT MBALASE
Signature: _____
Postal Address : 2939, Dar – es - salaam
Qualification: OWNER

BEFORE ME

Name... *Mwalimu Mshy*
Address... *P.O. box 75303 Dar es Salaam*
Qualification... *Advocate*
Signature... *[Signature]*



SEALED with the COMMON SEAL of the said
PRIMORIGIN TANZANIA LIMITED
and delivered _____
In the presence of us on _____ day of _____.

PURCHASER

Name: HUAJING ZHOU
Signature: *[Signature]*
Postal Address : 204, Dar – es - salaam
Qualification: DIRECTOR

Name: YUNJING ZHOU
Signature: *[Signature]*
Postal Address : 204, Dar – es - salaam
Qualification: DIRECTOR

BEFORE ME

Name... *Mwalimu Mshy*
Address... *P.O. box 75303 Dar es Salaam*
Qualification... *Advocate*
Signature... *[Signature]*

