

HALMASHAURI YA MJI KIBAHA

S.L.P 30112
SIMU Na: 023 - 2402886
FAX Na: 023 – 240 2007



OFISI YA MKURUGENZI
MJI WA KIBAHA


Kumb. Na. AB.117/273/07

04/06/2025

MKURUGENZI
TANZANIA INVESTMENT CENTRE(TIC)
P.OBOX 938
DAR ES SALAAM

YAH: UTAMBULISHO WA UMILIKI WA KIWANJA NAMBA 239,240 241
&242KITALU A WA KAMPUNI YA ROXICO INDUSTRIAL COMPANY
LIMITED

Tafadhali husika na somo tajwa hapo ju
Ofisi ya Ardhi, Halmashauri ya Mji Kibaha inatambua umiliki halali wa kiwanja namba
tajwa hapo juu kitalu A vilivyopo eneo la viwanda Zegereni wa Kampuni ya ROXICO
COMPANY LTD. Ofisi ipo kwenye taratibu za ukamilishaji wa umilikishwaji wa vwanja
hivyo.Hivyo namleta kwako ili hatua zingine ziweze kuendelea


REHEMA HIZAH
AFISA MIPANGO MJI
HALMASHAURI YA MJI KIBAHA

TOWN PLANNER
KIBAHA TOWN COUNCIL

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 6th day of March 2025.

BETWEEN

JONAS NELSON NYAGAWA of P.O.BOX 723 IRINGA-TANZANIA. (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

ROXICO INDUSTRIAL COMPANY LIMITED of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with Company Certificate of Incorporation NO.181226137, whose registered office is P.O.BOX 30112 COAST REGION (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is the legal owner of surveyed Acres of land Located at ZEGERENI INDUSTRIAL AREA within KIBAHA TOWNSHIP in COAST REGION-TANZANIA on PLOT NO.239, BLOCK "A", Square meter 9927, being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

Property means acres of land located at ZEGERENI AREA INDUSTRIAL AREA within KIBAHA TOWNSHIP in Coast region-Tanzania on Plot NO.239, Block "A", sqm 9927 together with the unexhausted improvements.

Purchase Price means the total consideration for the purchase of the property, which is Tanzanians Shillings Thirty Million Only (TZSHS 30,000,000/=), herein agreed to be paid to the Vendor by the Purchaser.

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.
3. The purchase price for the Properties is Tanzanians Shillings Thirty Million Only (TZSHS 30,000,000/=) (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-



- (a) That the Purchase Price say Tanzanians Thirty Million Shillings Only (TZSHS 30, 000,000/=) shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated Bank Account Number.11001015887 which is at AKIBA COMMERCIAL BANK PLC, in the name of purchaser on the date of signing this agreement and the prove of payment will be the Bank Pay-in Slip or bank transaction from purchaser to the vendor.
- (b) The vendor shall give vacant possession of the property, the certificate of title and any other documents concerning the said landed property.
- (c) On the date of signing this contract the vendor shall also surrender the following documents to the purchaser, his TIN NUMBER, ORIGINAL TITLE, COPY OF HIS NATIONAL IDENTIFICATION CERTIFICATE AND SPOUSE CONSENT.
4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.
- 6. VACANT POSSESSION**
The vendor has expressly represented that he shall handle the piece of land to the purchaser, immediately upon payment on this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.
- 7. COVENANTS**
- a. General Covenants**
- i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.
 - ii. Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the property by the Vendor prior to the sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a Party and Party basis) which it may incur as a result of such acts or omissions.
 - iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.
- b. Covenants by the Vendor**
- i. He is the owner of the estate and he has all the powers and mandate to carry on business as presently conducted.
 - ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement including consulting all the beneficiaries of the estate.

- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided.
- iv. All information that has been made available to the Purchases or its representatives by the Vendor or any of its representatives by the Vendor or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;
- v. The vendor covenants and promises the purchaser that he shall pay all land rent outstanding up on the property before the date of signing this agreement. The vendor expresses and allows the purchaser to deduct any amount of outstanding rent in case the vendor defaulted to settle the said outstanding rent on the date of signing this agreement.
- vi. That vendor assures corporation to the purchaser, to sign any document (including documents for transfer of a granted right of occupancy from vendor to the purchaser herein) that will need his signature at any time and without delay till the purchaser's name is registered in the land registry by the registrar of tittles.
- vii. That the vendor will pay all necessary outgoing taxes and dues before transferring this property to the purchaser.

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement.
- iii. That the purchaser will pay the agreed purchase price without fail.
- iv. 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 or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. 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 provisions of this Agreement; -

8. COSTS

Both parties shall share professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

Both parties shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

All disputes between the Parties arising out of this Agreement shall be referred to courts of the United Republic of Tanzania.

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 6th day of MARCH 2025.

BETWEEN

JONAS NELSON NYAGAWA (As a guardian of ANDERSON JONAS NYAGAWA) of P.O.BOX 723 IRINGA-TANZANIA. (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

ROXICO INDUSTRIAL COMPANY LIMITED of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with Company Certificate of Incorporation NO.181226137, whose registered office is P.O.BOX 30112 COAST REGION (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is the legal owner of surveyed Acres of land Located at ZEGERENI INDUSTRIAL AREA within KIBAHA TOWNSHIP in COAST REGION-TANZANIA on PLOT NO.240, BLOCK "A", Square meter 1,003 Ha and with an offer title and being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

Property	means acres of land located at ZEGERENI AREA INDUSTRIAL AREA within KIBAHA TOWNSHIP in Coast region-Tanzania on Plot NO.240, Block "A", sqm 1,003 Ha and with an offer title, together with the unexhausted improvements.
Purchase Price	means the total consideration for the purchase of the property, which is Tanzanians Shillings Thirty Six Million Only (TZSHS 36,000,000/=), herein agreed to be paid to the Vendor by the Purchaser.

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.

3. The purchase price for the Properties is **Tanzanians Shillings Thirty Six Millions Only (TZSHS 36,000,000/=)** (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-
 - (a) That the Purchase Price say **Tanzanians Thirty-Six Million Shillings Only (TZSHS36, 000,000/=)** shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated **Bank Account Number.11001015887** which is at **AKIBA COMMERCIAL BANK PLC**, in the name of purchaser on the date of signing this agreement and the prove of payment will be the **Bank Pay-in Slip** or bank transaction from purchaser to the vendor.
 - (b) The vendor shall give vacant possession of the property, the certificate of title and any other documents concerning the said landed property.
 - (c) On the date of signing this contract the vendor shall also surrender the following documents to the purchaser, his **TIN NUMBER, ORIGINALTITLE, COPY OF HIS NATIONAL IDENTIFICATION CERTIFICATE AND SPOUSE CONSENT.**
4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.
6. **VACANT POSSESSION**

The vendor has expressly represented that he shall handle the pierce of land to the purchaser, immediately upon payment on this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.
7. **COVENANTS**
 - a. **General Covenants**
 - i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.
 - ii. Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the property by the Vendor prior to the sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a Party and Party basis) which it may incur as a result of such acts or omissions.
 - iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.
 - b. **Covenants by the Vendor**
 - i. He is the owner of the estate and he has all the powers and mandate to carry on business as presently conducted.
 - ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into

and performance of this Agreement including consulting all the beneficiaries of the estate.

- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided.
- iv. All information that has been made available to the Purchases or its representatives by the Vendor or any of its representatives by the Vendor or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;
- v. The vendor covenants and promises the purchaser that he shall pay all land rent outstanding up on the property before the date of signing this agreement. The vendor expresses and allows the purchaser to deduct any amount of outstanding rent in case the vendor defaulted to settle the said outstanding rent on the date of signing this agreement.
- vi. That vendor assures corporation to the purchaser, to sign any document (including documents for transfer of a granted right of occupancy from vendor to the purchaser herein) that will need his signature at any time and without delay till the purchaser's name is registered in the land registry by the registrar of tittles.
- vii. That the vendor will pay all necessary outgoing taxes and dues before transferring this property to the purchaser.

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement.
- iii. That the purchaser will pay the agreed purchase price without fail.
- iv. 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 or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. 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 provisions of this Agreement; -

8. COSTS

Both parties shall share professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

Both parties shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

11. GOVERNING LAW AND JURISDICTION

- a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the construed in accordance with the laws and courts of the United Republic of Tanzania.

WHEREFORE, the parties have executed this agreement through the hand of the duly authority officers in the matter as hereunder and on the date and year first above written.

THE VENDOR

SIGNED and DELIVERED by JONAS NELSON NYAGAWA.

Who is identified to me by.....

.....DENNIS MWANVU...
.....

In my presence

this6th..... day of ..MARCH, 2025.

Before me:

Name: ...KAWAZI A. KAWAZI.....

Signature:

Address:.....BOX 40811.....

Qualifications: ADVOCATE

PURCHASER

SEALED with the Common Seal of ROXICO INDUSTRIAL COMPANY LIMITED

Who is identified to me by ...YE D. N. RONG

in my presence

this ..6th..... day of MARCH, 2025.

Name:YE D. N. RONG.....

Signature:

Address:.....BOX 30122 KIBAH.....

Qualifications: DIRECTOR

Before me:

Name: ...KAWAZI A. KAWAZI.....

Signature:

Address:.....BOX 40811.....

Qualifications: ADVOCATE:

Name:ZHANG LI QING.....

Signature:

Address:.....BOX 30122 KIBAH.....

Qualifications: DIRECTOR

Before me:

Name: ...KAWAZI A. KAWAZI.....

Signature:

Address:.....BOX 40811.....

Qualifications: ADVOCATE

[Handwritten Signature]

VENDOR



Certified as True Copy of the Original
Benson Benasto Bemard
Advocate, Notary Public
& Commissioner for Oaths
20/03/2025
Sign: *[Signature]*

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 6th day of MAR, 2025.

BETWEEN

JONAS NELSON NYAGAWA of P.O.BOX 723 IRINGA-TANZANIA. (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

ROXICO INDUSTRIAL COMPANY LIMITED of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with CERTIFICATE OF INCORPORATION NO.181226137, whose registered office for the purposes hereof of P.O. Box 30112 at COAST REGION (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is the legal owner of surveyed Acres of land Located at ZEGERENI INDUSTRIAL AREA within KIBAHA TOWNSHIP in COAST REGION-TANZANIA on PLOT NO.241, BLOCK "A", Square meter 9725 and with CERTIFICATE OF TITTLE NO.PWN 1753 and being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

Property means acres of land located at ZEGERENI AREA INDUSTRIAL AREA within KIBAHA TOWNSHIP in Coast region-Tanzania on Plot NO.241, Block "A", sqm 9725 and with certificate of tittle NO.1753, together with the unexhausted improvements.

Purchase Price means the total consideration for the purchase of the property, which is Tanzanians Shillings Thirty-Six Million Only (TZSHS 36,000,000/=), herein agreed to be paid to the Vendor by the Purchaser.

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.
3. The purchase price for the Properties is Tanzanians Shillings Thirty Six Millions Only (TZSHS 36,000,000/=) (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-

- (a) That the Purchase Price say Tanzanians Thirty-Six Million Shillings Only (TZSHS 36,000,000/=) shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated Bank Account Number.11001015887 which is at AKIBA COMMERCIAL BANK PLC, in the name of purchaser on on the date of signing this agreement and the prove of payment will be the Bank Pay-in Slip or bank transaction from purchaser to the vendor.
 - (b) The vendor shall give vacant possession of the property, the certificate of title and any other documents concerning the said landed property.
 - (c) On the date of signing this contract the vendor shall also surrender the following documents to the purchaser, his TIN NUMBER, ORIGINAL TITLE, COPY OF HIS NATIONAL IDENTIFICATION CERTIFICATE AND SPOUSE CONSENT.
4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
 5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.
6. **VACANT POSSESSION**

The vendor has expressly represented that he shall handle the pierce of land to the purchaser, immediately upon payment on this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.
 7. **COVENANTS**
 - a. **General Covenants**
 - i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.
 - ii. Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the property by the Vendor prior to the sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a Party and Party basis) which it may incur as a result of such acts or omissions.
 - iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.
 - b. **Covenants by the Vendor**
 - i. He is the owner of the estate and he has all the powers and mandate to carry on business as presently conducted.
 - ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement including consulting all the beneficiaries of the estate.

- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided;
- iv. All information that has been made available to the Purchases or its representatives by the Vendor or any of its representatives by the Vendor or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;
- v. The vendor covenants and promises the purchaser that he shall pay all land rent outstanding up on the property before the date of signing this agreement. The vendor expresses and allows the purchaser to deduct any amount of outstanding rent in case the vendor defaulted to settle the said outstanding rent on the date of signing this agreement.
- vi. That vendor assures corporation to the purchaser, to sign any document (including documents for transfer of a granted right of occupancy from vendor to the purchaser herein) that will need his signature at any time and without delay till the purchaser's name is registered in the land registry by the registrar of tittles.
- vii. That the vendor will pay all necessary outgoing taxes and dues before transferring this property to the purchaser.

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement;
- iii. That the purchaser will pay the agreed purchase price without fail.
- iv. 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 or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. 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 provisions of this Agreement; -

8. COSTS

Both parties shall share professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

The both parties shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

All disputes between the Parties arising out of this Agreement shall be referred to courts of the United Republic of Tanzania.

11. GOVERNING LAW AND JURISDICTION

a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the construed in accordance with the laws and courts of the United Republic of Tanzania.

WHEREFORE, the parties have executed this agreement through the hand of the duly authority officers in the matter as hereunder and on the date and year first above written.

THE VENDOR

SIGNED and DELIVERED by JONAS NELSON NYAGAWA.

Who is identified to me by DENNIS MWANYELO in my presence this 6th day of March, 2025.

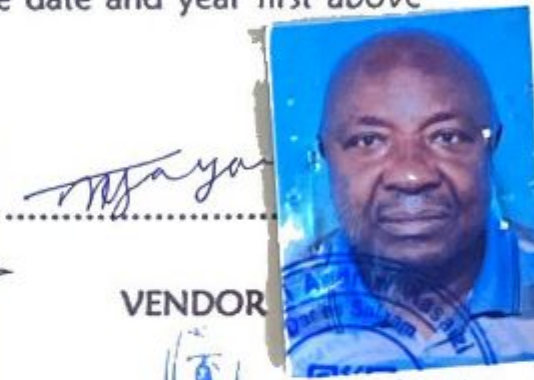
Before me:

Name: KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: Box 40814 Dm

Qualifications: ADVOCATE



VENDOR



PURCHASER

SEALED with the Common Seal of ROXICO INDUSTRIAL COMPANY LIMITED

Who is identified to me by YE JIRONG in my presence this 6th day of March, 2025.

Name: YE JIRONG

Signature: [Handwritten Signature]

Address: Box 30122 KIBATA

Qualifications: DIRECTOR



Before me:

Name: KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: Box 40814 Dm

Qualifications: ADVOCATE



Name: ZHANG LIANG

Signature: 张丽芳

Address: BOX 30122 KIRAMA

Qualifications: DIRECTOR



Before me:

Name: KASAZI A. KASAZI

Signature:

Address: BOX 40814 DINDINDI

Qualifications: ADVOCATE



This agreement is prepared by both vendor and buyer.

CONTRACT FOR PURCHASE OF PIERCE OF LAND

THIS AGREEMENT is made this 6th day of MARCH, 2025.

BETWEEN

JONAS NELSON NYAGAWA of P.O.BOX 723 IRINGA-TANZANIA. (Hereinafter referred to as the "VENDOR") which expression shall, where the context so requires, include the vendor's personal representatives, beneficiaries, heirs and assignees).

AND

ROXICO INDUSTRIAL COMPANY LIMITED of DAR ES SALAAM-TANZANIA a Limited liability entity duly incorporated in Tanzania with Company Certificate of Incorporation NO.181226137, whose registered office is P.O.BOX 30112 COAST REGION (hereinafter called the "PURCHASER" which expression shall, where the context so requires, include the Vendor's personal representatives, beneficiaries, heirs and assignees): and

WHEREAS

The Vendor is the legal owner of surveyed Acres of land Located at ZEGERENI INDUSTRIAL AREA within KIBAHA TOWNSHIP in COAST REGION-TANZANIA on PLOT NO.242, BLOCK "A", Square meter 9875 and with TITTLE NO.PWN 2559 and being the land comprised together with unexhausted improvements carried and undertaken thereon (the said piece of land together with the improvements shall hereinafter together be referred to as the "Property").

AND WHEREAS:

The Vendor is desirous of selling the said pierce of land at the price and on the terms set out below and the Purchaser is desirous of purchasing the same up conditions in this contract.

IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION:

Property means acres of land located at ZEGERENI AREA INDUSTRIAL AREA within KIBAHA TOWNSHIP in Coast region-Tanzania on Plot NO.242, Block "A", sqm 9875 and with TITTLE NO.PWN 2559, together with the unexhausted improvements.

Purchase Price means the total consideration for the purchase of the property, which is Tanzanians Shillings Thirty Million Only (TZSHS 30,000,000/=), herein agreed to be paid to the Vendor by the Purchaser.

2. Upon and subject to the terms and conditions of this Agreement, the Vendor as legal owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Properties for the price set out below.
3. The purchase price for the Properties is Tanzanians Shillings Thirty Million Only (TZSHS 30,000,000/=) (hereinafter the "Purchase Price") which sum will be paid through bank account as follows:-



- (a) That the Purchase Price say **Tanzanians Thirty Million Shillings Only (TZSHS 30,000,000/=)** shall be paid by the Purchaser to the Vendor by depositing to the Vendor's designated **Bank Account Number.11001015887** which is at **AKIBA COMMERCIAL BANK PLC**, in the name of purchaser on the date of signing this agreement and the prove of payment will be the Bank Pay-in Slip or bank transaction from purchaser to the vendor.
- (b) The vendor shall give vacant possession of the property, the certificate of title and any other documents concerning the said landed property.
- (c) On the date of signing this contract the vendor shall also surrender the following documents to the purchaser, his **TIN NUMBER, ORIGINAL TITLE, COPY OF HIS NATIONAL IDENTIFICATION CERTIFICATE AND SPOUSE CONSENT.**
4. Vendor assures the Purchaser that he is legal owner of the property and the property in question is not a subject of any encumbrance, sold free from all charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. The vendor further assures the purchaser that the property is not subject to any mortgage or pledge and no any other person will claim anything upon the said land. The vendor promises that he will refund the whole purchase price to the purchaser if the vendor contravenes this provision without any disturbance.
6. **VACANT POSSESSION**

The vendor has expressly represented that he shall handle the piece of land to the purchaser, immediately upon payment on this contract for the purchaser to enjoy his property, the vendor further refrain from retaking the possession again.

7. **COVENANTS**

a. **General Covenants**

- i. This Agreement constitutes a legal, valid and binding obligation of the Parties and it is enforceable against each Party in accordance with its terms, save where enforceability is limited by application of the law.
- ii. Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the property by the Vendor prior to the sale of the property in favour of the Purchaser and the Vendor shall indemnify the Purchase in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a Party and Party basis) which it may incur as a result of such acts or omissions.
- iii. The risk of damage to or destruction of the Plot shall pass to the Purchaser immediately after signing of this Agreement.

b. **Covenants by the Vendor**

- i. He is the owner of the estate and he has all the powers and mandate to carry on business as presently conducted.
- ii. He has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement including consulting all the beneficiaries of the estate.

- iii. He has full authority to sell, transfer and dispose of the property and has the powers of sale derived there from, and that it has a good and subsisting right, title and interest, and have full powers to sell, grant, convey, assign or otherwise dispose the said Property in the manner herein provided.
- iv. All information that has been made available to the Purchases or its representatives by the Vendor or any of its representatives by the Vendor or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;
- v. The vendor covenants and promises the purchaser that he shall pay all land rent outstanding up on the property before the date of signing this agreement. The vendor expresses and allows the purchaser to deduct any amount of outstanding rent in case the vendor defaulted to settle the said outstanding rent on the date of signing this agreement.
- vi. That vendor assures corporation to the purchaser, to sign any document (including documents for transfer of a granted right of occupancy from vendor to the purchaser herein) that will need his signature at any time and without delay till the purchaser's name is registered in the land registry by the registrar of titles.
- vii. That the vendor will pay all necessary outgoing taxes and dues before transferring this property to the purchaser.

c. Covenants by the Purchaser

- i. It is a limited liability company duly incorporated in the United Republic of Tanzania under the companies Act, Cap. 212 of the Laws of Tanzania Revised Edition 2002 and operates as investor with power to own properties and assets for investment purposes, and to carry on its business as presently conducted.
- ii. It has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the entry into and performance of this Agreement.
- iii. That the purchaser will pay the agreed purchase price without fail.
- iv. 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 or by which it is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. 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 provisions of this Agreement; -

8. COSTS

Both parties shall share professional costs incurred with respect to the preparation and execution of this Agreement.

9. TAXES

Both parties shall be responsible for payment of the taxes payable to the village council for this Agreement.

10. DISPUTES

All disputes between the Parties arising out of this Agreement shall be referred to courts of the United Republic of Tanzania.

11. GOVERNING LAW AND JURISDICTION

a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the construed in accordance with the laws and courts of the United Republic of Tanzania.

WHEREFORE, the parties have executed this agreement through the hand of the duly authority officers in the matter as hereunder and on the date and year first above written.

THE VENDOR

SIGNED and DELIVERED by JONAS NELSON NYAGAWA.

Who is identified to me by.....

...DENNIS...MILANDIRO

in my presence

this 6th day of MARCH, 2025.

Before me:

Name: ...KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: ...BOX 40811 D.M.

Qualifications: ADVOCATE

PURCHASER

SEALED with the Common Seal of ROXICO INDUSTRIAL COMPANY LIMITED

Who is identified to me by ...YE JINRONG

in my presence

this 6th day of MARCH, 2025.

Name: ...YE JINRONG

Signature: [Handwritten Signature]

Address: ...BOX 30122 KIBATA

Qualifications: DIRECTOR

Before me:

Name: ...KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: ...BOX 40811 D.M.

Qualifications: ADVOCATE:

Name: ...ZHANG LING

Signature: [Handwritten Signature]

Address: ...BOX 30122 KIBATA

Qualifications: DIRECTOR

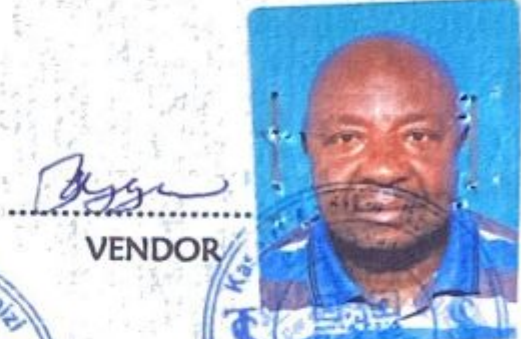
Before me:

Name: ...KASAZI A. KASAZI

Signature: [Handwritten Signature]

Address: ...BOX 40811 D.M.

Qualifications: ADVOCATE



[Handwritten Signature]

VENDOR

