

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

**MADE BY AND BETWEEN
JURIJS ANATOLIJS MARTINOVŠ**

(THE VENDOR)

And

**WONDEX INVESTMENT COMPANY LIMITED
(THE PURCHASERS)**

**RELATING TO THE SALE OF PLOT NUMBER 269
COMPRISED WITH 22,385 SQUARE METERS
LOCATED AT MISUGUSUGU-MIOMBONI KIBAHA
KINONDONI MUNICIPALITY IN DAR ES SALAAM**



THIS AGREEMENT is made this 1 day of April 2025

BETWEEN

JURIS ANATOLIJS MARTINOVŠ of P.O. Box 78570 Dar es Salaam (hereinafter referred to as the 'Vendors' which expression shall include the Vendor's successors, permitted substitutes and permitted assigns) on one hand.

AND

WONDEX INVESTMENT COMPANY LIMITED of P.O. Box 32022 Dar es Salaam (hereinafter referred to as the 'Purchasers' which expression shall include the Purchasers' successors, permitted substitutes and permitted assigns) on the other hand.

RECITALS

- A. **WHEREAS** the Vendor is the registered owners of that Land described as **PLOT NUMBER 269** comprised with **22,385 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number _____ registered in the name of the vendor together with the buildings, fixtures and improvements erected and maintained thereon (hereinafter referred to as the 'Sale Property');
- B. **AND WHEREAS** the Vendor is desirous of selling and the Purchasers are desirous of purchasing the Property at the consideration and on the terms and conditions set out below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following words have following meanings:
- 1.1 'Agreement' means this Agreement and includes its Appendixes;
- 1.2 'Business day' means any day that is not a public holiday in Tanzania or a Saturday or a Sunday;
- 1.3 'Sale Property' means **PLOT NUMBER 269** comprised with **22385 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number _____ registered in the name of the vendor thereon as set out in **Appendix A** to this Agreement.



1.4 'Vendors' means **JURIJS ANATOLIJS MARTINOVŠ**

1.5 'Purchasers' means

2. In this Agreement:

2.1 The clauses and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer.

2.2 A reference to a clause, appendix or party is a reference to a clause, appendix or party to this Agreement.

2.3 Any appendixes to this Agreement shall form part and be read together with this Agreement.

2.4 A reference to a Party to this Agreement includes the party's successors, permitted substitutes and permitted assigns.

2.5 If a word or phrase is defined its other grammatical forms have a corresponding meaning.

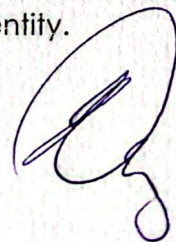
2.6 Words importing one gender include both genders.

2.7 A reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, supplemented, varied or replaced.

2.8 A reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

2.9 If any day on or by which a party must do something under this Agreement is not a Business Day, then the party must do it on or by the next Business Day.

2.10 A reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.



2.11 A reference to 'month' means a calendar month.

SALE OF THE PROPERTY

3. Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchasers and the Purchasers purchase from the Vendor an area of land described as **PLOT NUMBER 269** comprised with **22385 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number registered in the name of the vendor.

CONSIDERATION

4. The total consideration for the Sale Property **TSHS. 138,315,000** (Tanzania shillings one hundred thirty eight million and three hundred fifteen thousand) (hereinafter referred to as the "Purchase Price").

MODE OF PAYMENT

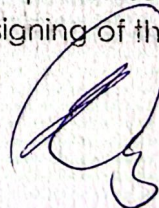
1. The purchasers shall pay to the vendor the purchased amount of **TSHS. 138,315,000** (Tanzania shillings one hundred thirty eight million and three hundred fifteen thousand) to the vendor's personal account at **NMB BANK PLC Bank, account number TSHS 23010077920** in the name of **JURIJS ANATOLIJS MARTINOVS** on Day of2025.

COSTS AND TAXES

2. The Vendor shall be liable to pay all land rent, and similar outgoings due and payable in respect of the Property up to the date upon which a Certificate of Title in the name of the Purchasers is issued over the Property including capital gain.
3. The Purchasers shall be liable to pay stamp duty, and registration fee relating to the transfer of the Property except for the capital gain that shall be borne by the vendor.
4. Each Party shall pay its own legal fees.

HANDING OVER OF DOCUMENTS RELATING TO THE SALE PROPERTY

5. The parties herein agree to the effect that the Certificate of Title of the sale property shall be handed over to the purchasers once the purchasers has finalized payment of the purchase price in full and upon signing of this



agreement the same shall be under the possession of the legal representative of the vendor.

VACANT POSSESSION

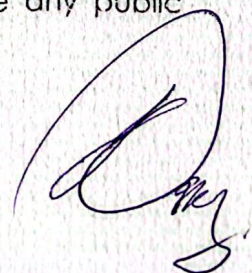
6. That, it is agreed between the parties herein that, the vendor shall give vacant possession of the sale property to the purchasers immediately after payment of the whole purchase price.

TRANSFER OF THE PROPERTY

7. The Vendor hereby undertakes to cooperate in whatever way necessary with the purchasers to complete the transfer of the Sale Property and the issuance of a Certificate Title in the names of the Purchasers including but not limited to signing any additional documents or forms, surrendering any documents or providing any additional documents or information.

REPRESENTATIONS AND WARRANTIES BY THE VENDOR

8. The Vendor hereby irrevocably and unconditionally represents warrants and confirms to the Purchasers that:
 - 13.1 The Vendor is the sole legal beneficial owner of the Sale Property and no person has raised any claim or disputed the validity of the grant of the Sale Property to the Vendor and/or the right of the Vendor to occupy, develop or sell the Sale Property and the Vendor declare that there is no any dispute on the same and incase of any, she will be accountable personally for any loss that might ensue to the purchasers.
 - 13.2 There is no dispute in respect of ownership, access or the boundaries of the Sale Property with the owners of any adjoining properties or any other third party; and that the vendor has not previously sold the sale property to another person.
 - 13.3 The Sale Property is not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;



13.4 That the transfer of the Sale Property from its previous owner has been duly and properly undertaken and complied with all statutory legal procedures for a disposition of a right of occupancy; and

13.5 That with the exception of the statutory consent of the Commissioner for Lands, the Vendor is not under any obligation or entitled to receive any consent from any person or company. Further the Vendor warrants that in the event it becomes apparent that such consent will be required, the Vendor shall use her reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Sale Property.

FORCE MAJEURE

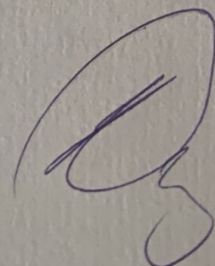
9. The Parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, breakdown of machinery and other contingencies beyond the control of the Party primarily affected.

10. The Party primarily affected by the Force Majeure situation will promptly notify the other Party of such a situation and its probable duration. Furthermore, the same Party will use reasonable efforts to eliminate, cure and overcome any of such causes and resume performance of its obligations hereunder as soon as possible. Should the affected Party fail to rectify or overcome within fourteen (14) days any of the encountered force majeure act, Parties agree that, this Agreement shall automatically terminate.

SEVERANCE

11. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, in so far as it is, be severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

VARIATION



12.No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the Parties.

NOTICES

13.Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by prepaid post to either Party through the addresses provided hereinbefore.

PARTIES TO ACT IN GOOD FAITH

14.The Parties shall at all times act in good faith to implement this Agreement and achieve its completion including if necessary negotiating in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

DISPUTE RESOLUTION

15.All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the jurisdiction of the Courts of the United Republic of Tanzania.

GOVERNING LAW

16.The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.

LEGAL AUTHORITY AND COPIES OF AGREEMENT

17.Each Party warrants and represents to each other Party, and it is a condition of this Agreement, that it has read and understood this Agreement and has had the opportunity to obtain independent legal advice about its terms and effect.

18.This Agreement shall be produced in triplicate and each copy shall serve the purpose of the original.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

A handwritten signature in blue ink, consisting of a large, stylized initial 'R' followed by a vertical line and a small hook at the bottom.

SIGNED and DELIVERED at Dar es Salaam
by the said JURIJS ANATOLIJS MARTINOVŠ
who is known to me/identified to me by
..... and the latter being
Known to me personally
this _____ day of _____ 2025

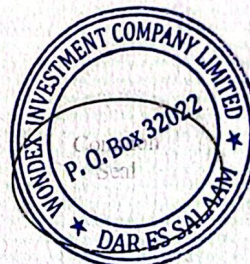

.....
VENDOR

BEFORE ME:

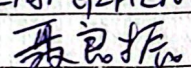
Name: _____
Signature: _____
Address: _____
Qualification: _____



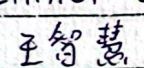
SEALED with the COMMON SEAL of the said
WONDEX INVESTMENT COMPANY LIMITED
In our presence this.....day of.....2025



PURCHASER

Name: LIANGZHEN ME
Signature: 
Postal Address: AFRICANA
Designation: DIRECTOR



Name: ZHIHUI WANG
Signature: 
Postal Address: AFRICANA
Designation: DIRECTOR



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

**MADE BY AND BETWEEN
JURIJS ANATOLIJS MARTINOVŠ**

**(THE VENDOR)
And**

**WONDEX INVESTMENT COMPANY LIMITED
(THE PURCHASERS)**

**RELATING TO THE SALE OF PLOT NUMBER 268
COMPRISED WITH 22438 SQUARE METERS
LOCATED AT MISUGUSUGU-MIOMBONI KIBAHA
KINONDONI MUNICIPALITY IN DAR ES SALAAM**

A handwritten signature in blue ink, appearing to be a stylized 'R' or similar character, located in the bottom right corner of the page.

THIS AGREEMENT is made this day of 2025

BETWEEN

JURIJS ANATOLIJS MARTINOVŠ of P.O. Box 78570 Dar es Salaam (hereinafter referred to as the 'Vendors' which expression shall include the Vendor's successors, permitted substitutes and permitted assigns) on one hand.

AND

WONDEX INVESTMENT COMPANY LIMITED of P.O. Box 32022 Dar es Salaam (hereinafter referred to as the 'Purchasers' which expression shall include the Purchasers' successors, permitted substitutes and permitted assigns) on the other hand.

RECITALS

- A. **WHEREAS** the Vendor is the registered owners of that Land described as **PLOT NUMBER 268** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, registered in the name of the vendor together with the buildings, fixtures and improvements erected and maintained thereon (hereinafter referred to as the 'Sale Property');
- B. **AND WHEREAS** the Vendor is desirous of selling and the Purchasers are desirous of purchasing the Property at the consideration and on the terms and conditions set out below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following words have following meanings:

1.1 'Agreement' means this Agreement and includes its Appendixes;

1.2 'Business day' means any day that is not a public holiday in Tanzania or a Saturday or a Sunday;

1.3 'Sale Property' means **PLOT NUMBER 268** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with Title number registered in the name of the vendor thereon as set out in **Appendix A** to this Agreement.

1.4 'Vendors' means **JURIJS ANATOLIJS MARTINOVŠ**

- 1.5 'Purchasers' means **WONDEX INVESTMENT COMPANY LIMITED**



2. In this Agreement:

2.1 The clauses and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer.

2.2 A reference to a clause, appendix or party is a reference to a clause, appendix or party to this Agreement.

2.3 Any appendixes to this Agreement shall form part and be read together with this Agreement.

2.4 A reference to a Party to this Agreement includes the party's successors, permitted substitutes and permitted assigns.

2.5 If a word or phrase is defined its other grammatical forms have a corresponding meaning.

2.6 Words importing one gender include both genders.

2.7 A reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, supplemented, varied or replaced.

2.8 A reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

2.9 If any day on or by which a party must do something under this Agreement is not a Business Day, then the party must do it on or by the next Business Day.

2.10 A reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.

2.11 A reference to 'month' means a calendar month.

SALE OF THE PROPERTY

A large, stylized handwritten signature in blue ink, consisting of several loops and a long tail.

3. Upon, and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchasers and the Purchasers purchase from the Vendor an area of land described as **PLOT NUMBER 268** comprised with **22438 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with Title number registered in the name of the vendor.

CONSIDERATION

4. The total consideration for the Sale Property is TSHS 138,695,000/= (hereinafter referred to as the "Purchase Price").

MODE OF PAYMENT

1. The purchasers shall pay to the vendor the purchased amount of TSHS 138,695,000/= to the vendor's personal account at **NMB BANK PLC Bank**, account number **TSHS 23010077920** in the name of **JURIJS ANATOLIJS MARTINOV**s on Day of2025.

COSTS AND TAXES

2. The Vendor shall be liable to pay all land rent, and similar outgoings due and payable in respect of the Property up to the date upon which a Certificate of Title in the name of the Purchasers is issued over the Property including capital gain.
3. The Purchasers shall be liable to pay stamp duty, and registration fee relating to the transfer of the Property together with capital gain.
4. Each Party shall pay its own legal fees.

HANDING OVER OF DOCUMENTS RELATING TO THE SALE PROPERTY

5. The parties herein agree to the effect that the Certificate of Title of the sale property shall be handed over to the purchasers once the purchasers has finalized payment of the purchase price in full and upon signing of this agreement the same shall be under the possession of the legal representative of the vendor.

VACANT POSSESSION



6. That, it is agreed between the parties herein that, the vendor shall give vacant possession of the sale property to the purchasers immediately after payment of the whole purchase price.

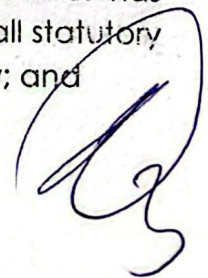
TRANSFER OF THE PROPERTY

7. The Vendor hereby undertakes to cooperate in whatever way necessary with the purchasers to complete the transfer of the Sale Property and the issuance of a Certificate Title in the names of the Purchasers including but not limited to signing any additional documents or forms, surrendering any documents or providing any additional documents or information.

REPRESENTATIONS AND WARRANTIES BY THE VENDOR

8. The Vendor hereby irrevocably and unconditionally represents warrants and confirms to the Purchasers that:

- 13.1 The Vendor is the sole legal beneficial owner of the Sale Property and no person has raised any claim or disputed the validity of the grant of the Sale Property to the Vendor and/or the right of the Vendor to occupy, develop or sell the Sale Property and the Vendor declare that there is no any dispute on the same and incase of any, she will be accountable personally for any loss that might ensue to the purchasers.
- 13.2 There is no dispute in respect of ownership, access or the boundaries of the Sale Property with the owners of any adjoining properties or any other third party; and that the vendor has not previously sold the sale property to another person.
- 13.3 The Sale Property is not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
- 13.4 That the transfer of the Sale Property from its previous owner has been dully and properly undertaken and complied with all statutory legal procedures for a disposition of a right of occupancy; and



13.5 That with the exception of the statutory consent of the Commissioner for Lands, the Vendor is not under any obligation or entitled to receive any consent from any person or company. Further the Vendor warrants that in the event it becomes apparent that such consent will be required, the Vendor shall use her reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Sale Property.

FORCE MAJEURE

9. The Parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, breakdown of machinery and other contingencies beyond the control of the Party primarily affected.

10. The Party primarily affected by the Force Majeure situation will promptly notify the other Party of such a situation and its probable duration. Furthermore, the same Party will use reasonable efforts to eliminate, cure and overcome any of such causes and resume performance of its obligations hereunder as soon as possible. Should the affected Party fail to rectify or overcome within fourteen (14) days any of the encountered force majeure act, Parties agree that, this Agreement shall automatically terminate.

SEVERANCE

11. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, in so far as it is, be severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

VARIATION

12. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the Parties.

NOTICES



13. Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by prepaid post to either Party through the addresses provided hereinbefore.

PARTIES TO ACT IN GOOD FAITH

14. The Parties shall at all times act in good faith to implement this Agreement and achieve its completion including if necessary negotiating in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

DISPUTE RESOLUTION

15. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the jurisdiction of the Courts of the United Republic of Tanzania.

GOVERNING LAW

16. The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.

LEGAL AUTHORITY AND COPIES OF AGREEMENT

17. Each Party warrants and represents to each other Party, and it is a condition of this Agreement, that it has read and understood this Agreement and has had the opportunity to obtain independent legal advice about its terms and effect.

18. This Agreement shall be produced in triplicate and each copy shall serve the purpose of the original.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

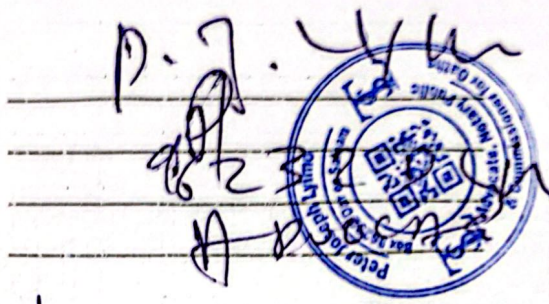


SIGNED and DELIVERED at Dar es Salaam
by the said JURIJS ANATOLIJS MARTINOVS
who is known to me/identified to me by
..... and the latter being
Known to me personally
this 12th day of April 2025


VENDOR

BEFORE ME:

Name: _____
Signature: _____
Address: _____
Qualification: _____



SEALED with the COMMON SEAL of the said
WONDEX INVESTMENT COMPANY LIMITED
In our presence this... day of... 2025


PURCHASER

Name: LIANGZHEN NIE
Signature: _____
Postal Address: AFICAMA
Designation: DIRECTOR

Name: ZHIHUI WANG
Signature: _____
Postal Address: AFICAMA
Designation: DIRECTOR



JURIJS ANATOLIJS MARTINOVŠ

(THE VENDOR)

And

WONDEX INVESTMENT COMPANY LIMITED

(THE PURCHASERS)

**RELATING TO THE SALE OF PLOT NUMBER 271
COMPRISED WITH 18832 SQUARE METERS
LOCATED AT MISUGUSUGU-MIOMBONI KIBAHA
KINONDONI MUNICIPALITY IN DAR ES SALAAM**

A handwritten signature in blue ink, appearing to be a stylized 'Q' or similar character, located in the bottom right corner of the page.

THIS AGREEMENT is made this 12th day of April, 2025
BETWEEN

JURIJS ANATOLIJS MARTINOVŠ of P.O. Box 78570 Dar es Salaam (hereinafter referred to as the 'Vendors' which expression shall include the Vendor's successors, permitted substitutes and permitted assigns) on one hand.

AND

WONDEX INVESTMENT COMPANY LIMITED of P.O. Box 32022 Dar es Salaam (hereinafter referred to as the 'Purchasers' which expression shall include the Purchasers' successors, permitted substitutes and permitted assigns) on the other hand.

RECITALS

- A. **WHEREAS** the Vendor is the registered owners of that Land described as **PLOT NUMBER 271 comprised 18832** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number n registered in the name of the vendor together with the buildings, fixtures and improvements erected and maintained thereon (hereinafter referred to as the 'Sale Property');
- B. **AND WHEREAS** the Vendor is desirous of selling and the Purchasers are desirous of purchasing the Property at the consideration and on the terms and conditions set out below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following words have following meanings:

- 1.1 'Agreement' means this Agreement and includes its Appendixes;
- 1.2 'Business day' means any day that is not a public holiday in Tanzania or a Saturday or a Sunday;
- 1.3 'Sale Property' means **PLOT NUMBER 271 comprised with 18832 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number registered in the name of the vendor thereon as set out in **Appendix A** to this Agreement.
- 1.4 'Vendors' means **JURIJS ANATOLIJS MARTINOVŠ**
- 1.5 'Purchasers' means **WONDEX INVESTMENT COMPANY LIMITED**



2. In this Agreement:

2.1 The clauses and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer.

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2.4 A reference to a Party to this Agreement includes the party's successors, permitted substitutes and permitted assigns.

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2.10 A reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.

2.11 A reference to 'month' means a calendar month.



SALE OF THE PROPERTY

3. Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchasers and the Purchasers purchase from the Vendor an area of land described as **PLOT NUMBER 271 comprised with 18832 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number registered in the name of the vendor.

CONSIDERATION

4. The total consideration for the Sale Property is 116,362,000(Tanzania shillings one hundred and sixteen million three hundred sixty two thousands) (hereinafter referred to as the "Purchase Price").

MODE OF PAYMENT

1. The purchasers shall pay to the vendor the purchased amount of 116,362,000(Tanzania shillings one hundred and sixteen million three hundred sixty two thousands) to the vendor's personal account at **NMB BANK PLC Bank, account number TSHS 23010077920** in the name of **JURIJS ANATOLIJS MARTINOV**s on Day of2025.

COSTS AND TAXES

2. The Vendor shall be liable to pay all land rent, and similar outgoings due and payable in respect of the Property up to the date upon which a Certificate of Title in the name of the Purchasers is issued over the Property including capital gain.
3. The Purchasers shall be liable to pay stamp duty, and registration fee relating to the transfer of the Property together with capital gain.
4. Each Party shall pay its own legal fees.

HANDING OVER OF DOCUMENTS RELATING TO THE SALE PROPERTY

5. The parties herein agree to the effect that the Certificate of Title of the sale property shall be handed over to the purchasers once the purchasers has finalized payment of the purchase price in full and upon signing of this agreement the same shall be under the possession of the legal representative of the vendor.



VACANT POSSESSION

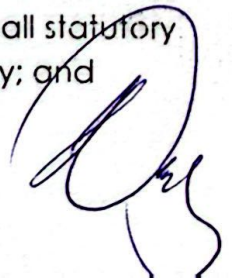
6. That, it is agreed between the parties herein that, the vendor shall give vacant possession of the sale property to the purchasers immediately after payment of the whole purchase price.

TRANSFER OF THE PROPERTY

7. The Vendor hereby undertakes to cooperate in whatever way necessary with the purchasers to complete the transfer of the Sale Property and the issuance of a Certificate Title in the names of the Purchasers including but not limited to signing any additional documents or forms, surrendering any documents or providing any additional documents or information.

REPRESENTATIONS AND WARRANTIES BY THE VENDOR

8. The Vendor hereby irrevocably and unconditionally represents warrants and confirms to the Purchasers that:
 - 13.1 The Vendor is the sole legal beneficial owner of the Sale Property and no person has raised any claim or disputed the validity of the grant of the Sale Property to the Vendor and/or the right of the Vendor to occupy, develop or sell the Sale Property and the Vendor declare that there is no any dispute on the same and incase of any, she will be accountable personally for any loss that might ensue to the purchasers.
 - 13.2 There is no dispute in respect of ownership, access or the boundaries of the Sale Property with the owners of any adjoining properties or any other third party; and that the vendor has not previously sold the sale property to another person.
 - 13.3 The Sale Property is not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
 - 13.4 That the transfer of the Sale Property from its previous owner has been duly and properly undertaken and complied with all statutory legal procedures for a disposition of a right of occupancy; and



13.5 That with the exception of the statutory consent of the Commissioner for Lands, the Vendor is not under any obligation or entitled to receive any consent from any person or company. Further the Vendor warrants that in the event it becomes apparent that such consent will be required, the Vendor shall use her reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Sale Property.

FORCE MAJEURE

9. The Parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, breakdown of machinery and other contingencies beyond the control of the Party primarily affected.

10. The Party primarily affected by the Force Majeure situation will promptly notify the other Party of such a situation and its probable duration. Furthermore, the same Party will use reasonable efforts to eliminate, cure and overcome any of such causes and resume performance of its obligations hereunder as soon as possible. Should the affected Party fail to rectify or overcome within fourteen (14) days any of the encountered force majeure act, Parties agree that, this Agreement shall automatically terminate.

SEVERANCE

11. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, in so far as it is, be severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

VARIATION

12. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the Parties.

NOTICES

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a smaller, less distinct signature.

13. Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by prepaid post to either Party through the addresses provided hereinbefore.

PARTIES TO ACT IN GOOD FAITH

14. The Parties shall at all times act in good faith to implement this Agreement and achieve its completion including if necessary negotiating in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

DISPUTE RESOLUTION

15. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the jurisdiction of the Courts of the United Republic of Tanzania.

GOVERNING LAW

16. The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.

LEGAL AUTHORITY AND COPIES OF AGREEMENT

17. Each Party warrants and represents to each other Party, and it is a condition of this Agreement, that it has read and understood this Agreement and has had the opportunity to obtain independent legal advice about its terms and effect.

18. This Agreement shall be produced in triplicate and each copy shall serve the purpose of the original.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

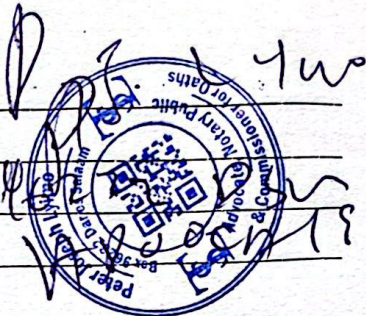
A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a smaller, less distinct mark.

SIGNED and DELIVERED at Dar es Salaam
by the said JURIJS ANATOLIJS MARTINOVŠ
who is known to me/identified to me by
..... and the latter being
Known to me personally
this 17 day of April 2025


.....
VENDOR

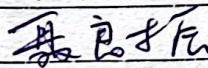
BEFORE ME:

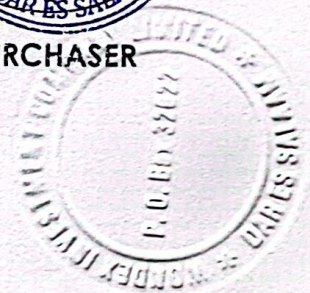
Name: _____
Signature: _____
Address: _____
Qualification: _____

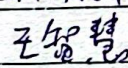


SEALED with the COMMON SEAL of the said
WONDEX INVESTMENT COMPANY LIMITED
In our presence this..... day of.....2025


P. O. Box 32022
Seal
DAR ES SALAAM
PURCHASER

Name: LIANGZHEN NIE
Signature: 
Postal Address: AFRICANA
Designation: DIRECTOR



Name: ZHICHUI WANG
Signature: 
Postal Address: AFRICANA
Designation: DIRECTOR



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

**MADE BY AND BETWEEN
JURIJS ANATOLIJS MARTINOVŠ**

(THE VENDOR)

And

**WONDEX INVESTMENT COMPANY LIMITED
(THE PURCHASERS)**

**RELATING TO THE SALE OF PLOT NUMBER 270
COMPRISED WITH 19930 SQUARE METERS
LOCATED AT MISUGUSUGU-MIOMBONI KIBAHA
KINONDONI MUNICIPALITY IN DAR ES SALAAM**



THIS AGREEMENT is made this day of 2025

BETWEEN

JURIJS ANATOLIJS MARTINOVŠ of P.O. Box 78570 Dar es Salaam (hereinafter referred to as the 'Vendors' which expression shall include the Vendor's successors, permitted substitutes and permitted assigns) on one hand.

AND

WONDEX INVESTMENT COMPANY LIMITED of P.O. Box 32022 Dar es Salaam (hereinafter referred to as the 'Purchasers' which expression shall include the Purchasers' successors, permitted substitutes and permitted assigns) on the other hand.

RECITALS

- A. **WHEREAS** the Vendor is the registered owners of that Land described as **PLOT NUMBER 270 comprised with 19930 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number registered in the name of the vendor (hereinafter referred to as the 'Sale Property');
- B. **AND WHEREAS** the Vendor is desirous of selling and the Purchasers are desirous of purchasing the Property at the consideration and on the terms and conditions set out below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following words have following meanings:

- 1.1 'Agreement' means this Agreement and includes its Appendixes;
- 1.2 'Business day' means any day that is not a public holiday in Tanzania or a Saturday or a Sunday;
- 1.3 'Sale Property' means **PLOT NUMBER 270 comprised with 199930 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number registered in the name of the vendor thereon as set out in **Appendix A** to this Agreement.
- 1.4 'Vendors' means **JURIJS ANATOLIJS MARTINOVŠ**
- 1.5 'Purchasers' means **WONDEX INVESTMENT COMPANY LIMITED**



2. In this Agreement:

2.1 The clauses and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer.

2.2 A reference to a clause, appendix or party is a reference to a clause, appendix or party to this Agreement.

2.3 Any appendixes to this Agreement shall form part and be read together with this Agreement.

2.4 A reference to a Party to this Agreement includes the party's successors, permitted substitutes and permitted assigns.

2.5 If a word or phrase is defined its other grammatical forms have a corresponding meaning.

2.6 Words importing one gender include both genders.

2.7 A reference to a document or agreement (including a reference to this Agreement) is to that document or agreement as amended, supplemented, varied or replaced.


2.8 A reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

2.9 If any day on or by which a party must do something under this Agreement is not a Business Day, then the party must do it on or by the next Business Day.

2.10 A reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity.

2.11 A reference to 'month' means a calendar month.

SALE OF THE PROPERTY

A handwritten signature in black ink, consisting of a large, stylized letter 'Q' followed by a flourish.

3. Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchasers and the Purchasers purchase from the Vendor an area of land described as **PLOT NUMBER 270** comprised with **19920 square meters** located at **BLOCK A MISUGUSUGU-MIOMBONI** within **KIBAHA MUNICIPALITY** in **PWANI**, with title number _____ registered in the name of the vendor.

CONSIDERATION

4. The total consideration for the Sale Property is TSHS 123,150,000/= (hereinafter referred to as the "Purchase Price").

MODE OF PAYMENT

1. The purchasers shall pay to the vendor the purchased amount of TSHS 123,150,000/= to the vendor's personal account at **NMB BANK PLC Bank**, account number **TSHS 23010077920** in the name of **JURIJS ANATOLIJS MARTINOV** on Day of2025.

COSTS AND TAXES

1. The Vendor shall be liable to pay all land rent, and similar outgoings due and payable in respect of the Property up to the date upon which a Certificate of Title in the name of the Purchasers is issued over the Property including capital gain.
2. The Purchasers shall be liable to pay stamp duty, and registration fee relating to the transfer of the Property together with capital gain.
3. Each Party shall pay its own legal fees.

HANDING OVER OF DOCUMENTS RELATING TO THE SALE PROPERTY

4. The parties herein agree to the effect that the Certificate of Title of the sale property shall be handed over to the purchasers once the purchasers has finalized payment of the purchase price in full and upon signing of this agreement the same shall be under the possession of the legal representative of the vendor.

VACANT POSSESSION



5. That, it is agreed between the parties herein that, the vendor shall give vacant possession of the sale property to the purchasers immediately after payment of the whole purchase price.

TRANSFER OF THE PROPERTY

6. The Vendor hereby undertakes to cooperate in whatever way necessary with the purchasers to complete the transfer of the Sale Property and the issuance of a Certificate Title in the names of the Purchasers including but not limited to signing any additional documents or forms, surrendering any documents or providing any additional documents or information.

REPRESENTATIONS AND WARRANTIES BY THE VENDOR

7. The Vendor hereby irrevocably and unconditionally represents warrants and confirms to the Purchasers that:

- 13.1 The Vendor is the sole legal beneficial owner of the Sale Property and no person has raised any claim or disputed the validity of the grant of the Sale Property to the Vendor and/or the right of the Vendor to occupy, develop or sell the Sale Property and the Vendor declare that there is no any dispute on the same and incase of any, she will be accountable personally for any loss that might ensue to the purchasers.

- 13.2 There is no dispute in respect of ownership, access or the boundaries of the Sale Property with the owners of any adjoining properties or any other third party; and that the vendor has not previously sold the sale property to another person.

- 13.3 The Sale Property is not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;

- 13.4 That the transfer of the Sale Property from its previous owner has been dully and properly undertaken and complied with all statutory legal procedures for a disposition of a right of occupancy; and



13.5 That with the exception of the statutory consent of the Commissioner for Lands, the Vendor is not under any obligation or entitled to receive any consent from any person or company. Further the Vendor warrants that in the event it becomes apparent that such consent will be required, the Vendor shall use her reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the Sale Property.

FORCE MAJEURE

8. The Parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, breakdown of machinery and other contingencies beyond the control of the Party primarily affected.
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IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

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.....
VENDOR

SIGNED and DELIVERED at Dar es Salaam
by the said JURIJS ANATOLIJS MARTINOVS
who is known to me/identified to me by,
..... and the latter being
known to me personally
his 12 day of April 2025

BEFORE ME:

Name: _____
Signature: _____
Address: _____
Qualification: _____



SEALED with the COMMON SEAL of the said
WONDEX INVESTMENT COMPANY LIMITED
In our presence this 12 day of April 2025

Name: LIANGZHEN ME
Signature: 梁智振
Postal Address: AFI CANA
Designation: DIRECTOR

Name: ZHIHUI WANG
Signature: 王智慧
Postal Address: AFI CANA
Designation: DIRECTOR

