

AGREEMENT FOR TRANSFER OF A RIGHT OF OCCUPANCY

MADE BETWEEN

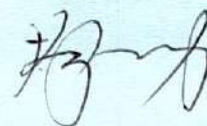
BERNADA BERNAD HAULE

AND

HONLE ELECTRIC EAST AFRICA LIMITED

**FOR THE SALE/PURCHASE OF PLOT NO. 317 BLOCK "A" CBD AT KIBAHA
TOWN COUNCIL AND WITH CT. NO. 22893 PWN**

Bernada



THIS AGREEMENT is made on the 18th day of March, 2025.

BETWEEN

BERNADA BERNAD HAULE, a **natural person** whose address for the purpose of this agreement shall be P.O Box (Hereinafter called the "**Vendor**" which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of the other part;

AND

HONLE ELECTRIC EAST AFRICA LIMITED, a **limited liability** Company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this agreement shall be....., Dar es salaam, Tanzania and hereinafter represented byin her capacity as director with email address(Hereinafter referred to as "**Purchaser**" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser; her successors and assigns) of the one part.

WHEREAS

The Vendor is the registered owner of the Right of Occupancy of the land with Title number **22893** located at plot No. **317**, Block "A" CBD at Kibaha Town Council hereinafter referred to as "**the Property**", and the Vendor is willing, has the capacity and ready to sell the Property to the Purchaser in accordance with the terms and conditions set forth herein.

The Purchaser has accepted the **OFFER** from the Vendor and having satisfied all Terms and Conditions of the Offer at the Vendor's verification.

The Parties have mutually negotiated and agreed on the terms of sale as well as the transfer of the Property and have agreed to have the Property transferred per the conditions as stated herein.

Bernada

[Signature]

[Signature]

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the Property subject to the fulfilment of the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor before this Agreement.

2.0 The Consideration:

2.1 That in consideration of the Purchase Price of **Tanzania Shillings Two Hundred and Forty Million (TZS 240,000,000) inclusive of all taxes** the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the fulfilment of the covenants herein contained.

2.2 That the Purchase Price stipulated herein, shall be paid by the Purchaser to the Vendor upon and per the provisions of clause 3 herein.

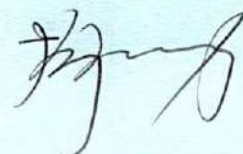
3.0 Mode of Payment of the Purchase Price:

3.1 That the Payment as mentioned under clause 2.1 shall be paid in the following manner: -

(a) Tanzania Shillings Thirty Six Million (TZS 36,000,000) shall be paid upon signing this agreement and the Vendor handing over all the documents pertaining to the sale to the Purchaser.

(b) The remaining amount of Tanzania Shillings Two Hundred and Four Million (TZS 204,000,000) shall be paid to the Vendor within five (5) working days when the registry of Titles issues the Title Deed in the

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name of the Purchaser and before the Purchaser surrenders the Title Deed to the Tanzania Investment Centre (TIC) for a derivative Title.

- 3.2 The amounts mentioned under clause 2.1 above shall be deposited directly by the Purchaser to the Vendor's nominated bank account with the following details:

Bank Name: BERDADA BERNARD HAULE

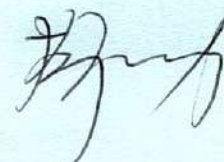
Bank Account Number: 0152758751900

Branch: DAR ES SALAAM (CRDB)

4.0 TERMS OF PURCHASE

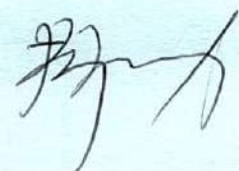
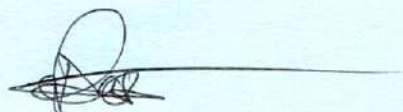
- 4.1 The Vendor shall ensure the transfer to the name of the Purchaser is completed within two (2) weeks after receiving advance payment.
- 4.2 The Vendor further understands that the sale purchase of the property is subject to the Purchaser being able to buy the land owned by MICHAEL DANIEL MNENWA with Title number 23272 located at plot No. 318, Block "A" CBD at Kibaha Town Council.
- 4.3 If the purchase need any assistance regards the changes of land use, the Vendor may assist Purchase but not obligation.
- 4.4 The performance of this Agreement by the Purchaser and payment of the initial deposit and outstanding balance shall be subject to the Vendor supplying all the documents required for the transfer process and confirmation by the Purchaser as follows:-
- (a) A Land Rent Clearance Certificate or any other document from the relevant authority indicating that there is no outstanding Land Rent.
 - (b) National identity Card.
 - (c) Spousal consent (if any).
 - (d) Original Title Deed of the Area
 - (e) Original Surrender Deed of the Area approved and registered.

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- (f) Original Town Plan and relevant documents.
 - (g) Original Registered survey of the area and relevant documents.
 - (h) Introduction letters from the local government leaders as the owner of the property.
-
- (a) For the purposes of enabling the transfer and registration of the Property in the name of the Purchaser, the Purchaser shall provide the following documents to the Vendor:-
 - (b) the Purchaser's Certificate of Incorporation;
 - (c) the Purchaser's Tax Identification Number certificates;
 - (d) the Purchaser's Memorandum and Articles of Association;
 - (e) copies of Passports or National Identification Cards of the shareholders; and
- 4.5 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for the transfer from the Commissioner of Lands (the **Commissioner**), in the event the Parties fail to obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the Purchaser shall be entitled to a refund for its down payments within Seven (07) working days after issuing the cancellation notice to the Vendor. The refund shall not attract any deductions from the Vendor and all the monies paid shall be refunded in full and within the timeframe provided.
- 4.6 Subject to clause 2, the **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property.
- 4.7 The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title.

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5.0 VACANT POSSESSION AND HANDOVER OF DOCUMENTS OF TITLE PENDING COMPLETION OF PAYMENT OF PURCHASE PRICE

- 5.1 Upon the payment of the Purchase Price, as hereinabove stipulated, the **Vendor** undertakes to co-operate in the process of the transfer of the Property and the registration of the same in the name of the **Purchaser** including the signing and execution of the Transfer Deed and any other documents required to be signed and executed by the Parties per the laws of Tanzania.
- 5.2 The Vendor shall immediately upon signing of this Agreement proceed with the transfer of the land in the names of the Purchaser and ensure the same is completed within two weeks for the purchaser to handover the Title deed at Tanzania Investment Centre (TIC).
- 5.3 The Vendor warrants that the Property has no any encumbrances.
- 5.4 The Parties mutually agree that Vacant possession and the handover of the Certificate of Title shall be done per the terms of clause 5.2 hereinabove.

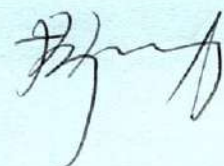
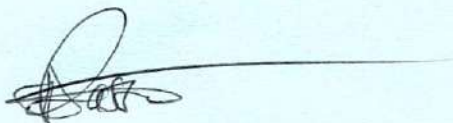
6.0 APPROVAL OF THE COMMISSIONER FOR LANDS

- 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 Purchaser shall execute landforms no. 29, 30 and 35 seeking the Commissioner's approval for the disposition of land, and the Parties herein shall process and use all reasonable endeavours to obtain the said approval.
- 6.3 The Purchaser shall jointly work with the Vendor's representatives during the process of transfer of the Property up to the stage of registration of the transfer of Certificate of Title in the name of the Purchaser by the Registrar of Titles.

7.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- 7.1 If the Commissioner's approval and/or consent for the transfer of the land is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.

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- 7.2 In case of termination of this Agreement under the terms of this clause, neither the **Vendor** nor the **Purchaser** is to be treated as in breach of this Agreement.
- 7.3 As a consequence of the Commissioner's refusal to give consent, the **Vendor** shall, within Seven (07) working days after such a refusal has been realised, return all the payments paid as Purchase Price by the **Purchaser**
- 7.4 All other payments made by each of the parties in respect of fees, duties and incidental costs will be at each Party's cost.

PARTIES' COVENANTS

8.0 GENERAL COVENANTS

- 8.1 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 8.2 The Purchaser shall be responsible for all outgoings and liabilities of the Property from the date of delivery of possession of the Property to the Purchaser.

9.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with the **Purchaser** that:

- 9.1 It has the power to enter into and perform the obligations under this Agreement;
- 9.2 It has full authority to sell, transfer and dispose of the Property and it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Property in the manner herein provided;

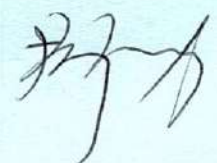
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[Signature]

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- 9.3 It is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all its 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.
- 9.4 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;
- 9.5 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor** or require any consent under any Agreement or other instrument to which the **Vendor** is a Party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor** is a Party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 9.6 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquiries, is pending or threatened against him or the Property as described above;
- 9.7 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their 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.
- 9.8 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.

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9.9 The Vendor hereby unconditionally and irrevocably confirms and warrants that as of the date of this Agreement all the terms and conditions affecting the Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property and the Vendors hereby further irrevocably and unconditionally warrant and confirm that no person other than the Vendor has any ownership right or title to the Property and the Property has not been and will not be allocated to any other person.

9.10 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material. The Vendor acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.

10.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with the **Vendor** that:

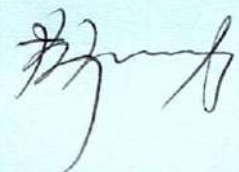
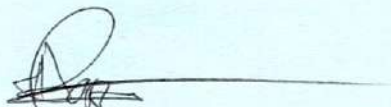
10.1 It has the power to enter and perform its obligations under this Agreement.

10.2 This Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally.

10.3 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 **Purchaser** is subject.

10.4 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 judgement, 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; and

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10.5 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it.

11.0 NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive 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 the non-assigning Party.

12.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf has induced the Parties to enter into this Agreement.

13.0 CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

14.0 COSTS

14.1 General costs:

Each party shall be responsible for their respective legal costs incurred concerning the preparation and implementation of this Agreement.

14.2 The Stamp Duty, Capital Gains Tax and other duties and fees

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14.2.1 All taxes, fees and costs to complete the transfer shall be paid by the Vendor in this transaction.

15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

15.1 The validity, construction and performance of this Agreement shall be Governed, construed and interpreted by the Laws of the United Republic of Tanzania.

15.2 This Agreement may be executed in Six (06) counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement and each party shall be entitled to One (01) copy.

15.3 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.

15.4 Before the institution of a suit as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, amicably. If any such dispute, controversy, or claim ("Dispute") between the parties is not resolved within 30 (Thirty) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit in a competent court of law

16.0 CONFIDENTIALITY

16.1 Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care. All confidential information provided by a party hereto shall be used solely to facilitate the sale under this Agreement and, except as may be required in carrying out the terms of this Agreement.

16.2 Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party with the prior written

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consent of the other party. The foregoing shall not apply to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

17.0 FORCE MAJEURE

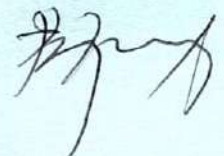
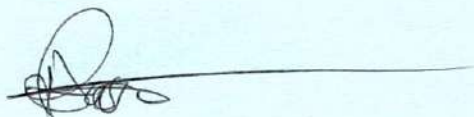
Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by him of his duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the Parties from or hindering any of the Parties' ability to fulfil the obligations hereunder undertaken to be provided.

18.0 SEVERABILITY:

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the Parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

19.0 NOTICES:

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Any notice or demand hereunder may be duly given to either party by E-mail properly addressed to the addresses herein above written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes Seven (07) working days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

To the Vendor:

Contact Person: Bernada Bernad Haule

Address: P.O. Box 30112

Tel: 0676 281054

Email: bernadbell913@gmail.com

To the Purchaser

Contact Person:..... XTAVG FAVG

Address: P.O. Box 13017 Dar es Salaam .

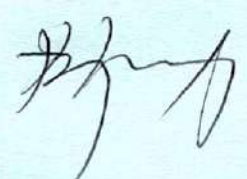
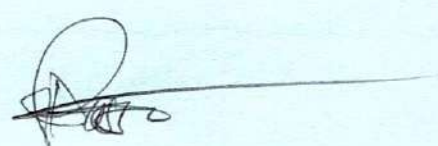
Tel: 0753397124

Email: konletz@126.com

20.0 SOLE CONTRACTUAL RELATIONSHIP:

20.1. The Parties hereto acknowledge that this Agreement contains the entire agreement between them including terms, conditions, stipulations, warranties and/or representations. Immediately after the Purchaser completes her obligation to pay the Purchase Price in full as provided this Agreement shall be drafted and executed between Parties and shall be used for purposes of Transfer of ownership of the Property from the Vendor to the Purchaser or her Assignees.

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20.2. This Agreement is independent of the Agreement and does not bind the Parties to sell or buy the Property.

20.3. No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced in writing under the hands of the Parties hereto.

21. TERMINATION

21.1. This Agreement shall be terminated only upon issuance of a thirty days (30) written notice of an intention to terminate, upon the breach of any fundamental covenant or obligation by either of the parties as stated herein and such instances shall include but are not limited to.

(a) Failure to acquire the Commissioner's consent/approval for the contemplated disposition as stipulated in clause 7.0 herein.

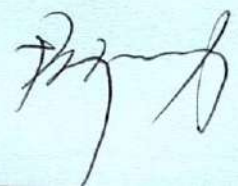
(b) Upon the occurrence of instances of Force Majeure for a period of more than thirty days.

(c) Upon execution of all obligations as stipulated in this Agreement.

21.2. Provided that upon the termination of this Agreement as a result of the provisions of clause 7.0 of this agreement, both parties mutually agree to indemnify each other within a period of not more than Seven (07) working days to restore themselves to the original position before the signing of this agreement.

21.3. Provided that upon the termination of this Agreement by the Vendor pursuant to clause 21.1 above, the Vendor shall refund any advance payment of the Purchase Price to the Purchaser less any bank charges and Fourteen (14) days after the Termination notice is issued.

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

SIGNED and DELIVERED by the said
BERNADA BERNAD HAULE
at **DAR ES SALAAM** in the
the presence of us this 18 day of MAR 2025



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.....
VENDOR

Before me:

Name: DAVID PETER KASANGA

Signature: [Handwritten Signature]

Postal Address 2371 DAR ES SALAAM

Qualification: **Advocate/Commissioner of Oaths/Notary Public**



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[Handwritten Signature]

[Handwritten Signature]

SEALED with the **COMMON SEAL** of the said
HONLE ELECTRIC EAST AFRICA LIMITED and
DELIVERED at **DAR ES SALAAM** in the
the presence of us this 1st day of March 2025



PURCHASER

Name: Feng Jim Feng
Signature: [Handwritten Signature]
Designation: Director

Name: YAN QIN YONG
Signature: [Handwritten Signature]
Designation: Director

Before me:
Name: DAVID PETER KASANGA
Signature: [Handwritten Signature]
Postal Address: 2371 DAR ES SALAAM
Qualification: **Advocate/Commissioner of Oaths/Notary Public**



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[Handwritten Signature]

[Handwritten Signature]

AGREEMENT FOR TRANSFER OF A RIGHT OF OCCUPANCY

MADE BETWEEN

MICHAEL DANIEL MNENWA

AND

HONLE ELECTRIC EAST AFRICA LIMITED

**FOR THE SALE/PURCHASE OF PLOT NO. 318 BLOCK "A" CBD AT KIBAHA
TOWN COUNCIL AND WITH CT. NO. 23272 PWN**



THIS AGREEMENT is made on the 15th day of March, 2025.

BETWEEN

MICHAEL DANIEL MNENWA, a **natural person** whose address for the purpose of this agreement shall be P.O Box (Hereinafter called the "**Vendor**" which expression shall where the context so admits include and extend to persons deriving title under the Vendor, its successors and assigns) of the other part;

AND

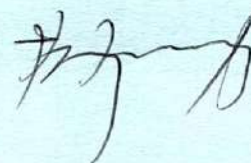
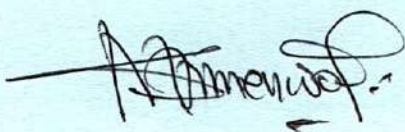
HONLE ELECTRIC EAST AFRICA LIMITED, a **limited liability** Company incorporated under the laws of the United Republic of Tanzania, whose address for the purpose of this agreement shall be....., Dar es salaam, Tanzania and hereinafter represented byin her capacity as director with email address(Hereinafter referred to as "**Purchaser**" which expression shall where the context so admits include and extend to persons deriving title under the Purchaser; her successors and assigns) of the one part.

WHEREAS

The Vendor is the registered owner of the Right of Occupancy of the land with Title number **23272** located at plot No. **318**, Block "A" CBD at Kibaha Town Council hereinafter referred to as "**the Property**", and the Vendor is willing, has the capacity and ready to sell the Property to the Purchaser in accordance with the terms and conditions set forth herein.

The Purchaser has accepted the **OFFER** from the Vendor and having satisfied all Terms and Conditions of the Offer at the Vendor's verification.

The Parties have mutually negotiated and agreed on the terms of sale as well as the transfer of the Property and have agreed to have the Property transferred per the conditions as stated herein.



NOW THIS AGREEMENT WITNESSETH as follows:

1.0 The Sale:

That the Vendor hereby sells to the Purchaser and the Purchaser hereby buys from the Vendor the Property subject to the fulfilment of the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor before this Agreement.

2.0 The Consideration:

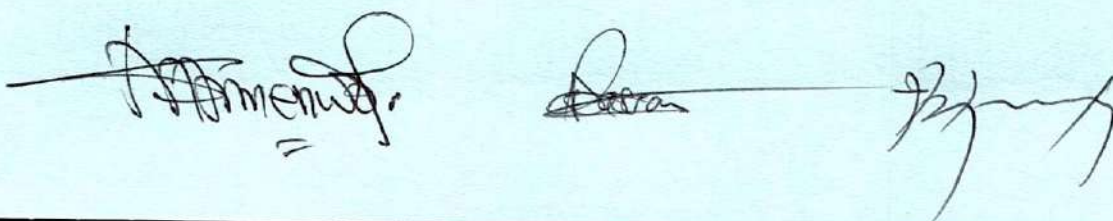
2.1 That in consideration of the Purchase Price of **Tanzania Shillings Three Hundred and Sixty Million (TZS 360,000,000) inclusive of all taxes** the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the fulfilment of the covenants herein contained.

2.2 That the Purchase Price stipulated herein, shall be paid by the Purchaser to the Vendor upon and per the provisions of clause 3 herein.

3.0 Mode of Payment of the Purchase Price:

3.1 That the Payment as mentioned under clause 2.1 shall be paid in the following manner: -

- (a) Tanzania Shillings Fifty-Four Million (TZS 54,000,000) shall be paid upon signing this agreement and the Vendor handing over all the documents pertaining to the sale to the Purchaser.
- (b) The remaining amount of Tanzania Shillings Three Hundred and Six Million (TZS 306,000,000) shall be paid to the Vendor within five (5) working days when the registry of Titles issues the Title Deed in the

The image shows two handwritten signatures in black ink. The signature on the left is more complex and stylized, while the signature on the right is simpler and more legible. Both signatures are written over a horizontal line.

name of the Purchaser and before the Purchaser surrenders the Title Deed to the Tanzania Investment Centre (TIC) for a derivative Title.

3.2 The amounts mentioned under clause 2.1 above shall be deposited directly by the Purchaser to the Vendor's nominated bank account with the following details:

Bank Name: MICHAEL DANIEL MNENWA
Bank Account Number: 20102529473
Branch: DARE SALAM (NMB)

4.0 TERMS OF PURCHASE

- 4.1 The Vendor shall ensure the transfer to the name of the Purchaser is completed within two (2) weeks after receiving advance payment.
- 4.2 The Vendor further understands that the sale purchase of the property is subject to the Purchaser being able to buy the land owned by BERNADA BERNAD HAULE with Title number 22893 located at plot No. 317, Block "A" CBD at Kibaha Town Council.
- 4.3 If the purchase need any assistance regards the changes of land use, the Vendor may assist Purchase but not obligation.
- 4.4 The performance of this Agreement by the Purchaser and payment of the initial deposit and outstanding balance shall be subject to the Vendor supplying all the documents required for the transfer process and confirmation by the Purchaser as follows:-
- (a) A Land Rent Clearance Certificate or any other document from the relevant authority indicating that there is no outstanding Land Rent.
 - (b) National identity Card.
 - (c) Spousal consent (if any).
 - (d) Original Title Deed of the Area
 - (e) Original Surrender Deed of the Area approved and registered.
 - (f) Original Town Plan and relevant documents.



- (g) Original Registered survey of the area and relevant documents.
- (h) Introduction letters from the local government leaders as the owner of the property.
- (a) For the purposes of enabling the transfer and registration of the Property in the name of the Purchaser, the Purchaser shall provide the following documents to the Vendor:-
 - (b) the Purchaser's Certificate of Incorporation;
 - (c) the Purchaser's Tax Identification Number certificates;
 - (d) the Purchaser's Memorandum and Articles of Association;
 - (e) copies of Passports or National Identification Cards of the shareholders; and

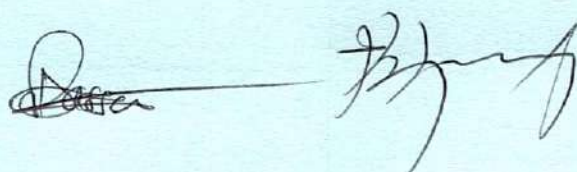
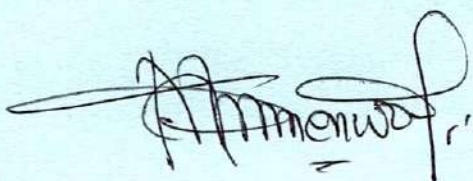
4.5 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for the transfer from the Commissioner of Lands (the **Commissioner**), in the event the Parties fail to obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the Purchaser shall be entitled to a refund for its down payments within Seven (07) working days after issuing the cancellation notice to the Vendor. The refund shall not attract any deductions from the Vendor and all the monies paid shall be refunded in full and within the timeframe provided.

4.6 Subject to clause 2, the **Vendor** shall transfer by way of outright sale, and the **Purchaser** shall acquire and accept the transfer by way of outright purchase of the Property.

4.7 The Property is sold and agreed to be transferred subject to the terms and conditions contained in the Certificate of Title.

5.0 VACANT POSSESSION AND HANDOVER OF DOCUMENTS OF TITLE PENDING COMPLETION OF PAYMENT OF PURCHASE PRICE

5.1 Upon the payment of the Purchase Price, as hereinabove stipulated, the **Vendor** undertakes to co-operate in the process of the transfer of the Property



and the registration of the same in the name of the **Purchaser** including the signing and execution of the Transfer Deed and any other documents required to be signed and executed by the Parties per the laws of Tanzania.

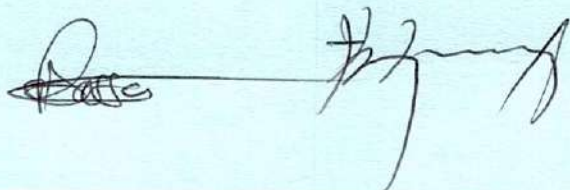
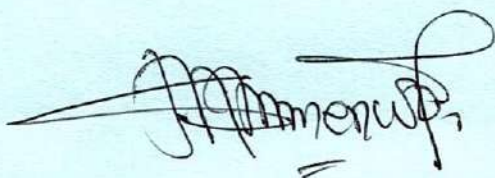
- 5.2 The Vendor shall immediately upon signing of this Agreement proceed with the transfer of the land in the names of the Purchaser and ensure the same is completed within two weeks for the purchaser to handover the Title deed at Tanzania Investment Centre (TIC).
- 5.3 The Vendor warrants that the Property has no any encumbrances.
- 5.4 The Parties mutually agree that Vacant possession and the handover of the Certificate of Title shall be done per the terms of clause 5.2 hereinabove.

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 Purchaser shall execute landforms no. 29, 30 and 35 seeking the Commissioner's approval for the disposition of land, and the Parties herein shall process and use all reasonable endeavours to obtain the said approval.
- 6.3 The Purchaser shall jointly work with the Vendor's representatives during the process of transfer of the Property up to the stage of registration of the transfer of Certificate of Title in the name of the Purchaser by the Registrar of Titles.

7.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

- 7.1 If the Commissioner's approval and/or consent for the transfer of the land is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.
- 7.2 In case of termination of this Agreement under the terms of this clause, neither the **Vendor** nor the **Purchaser** is to be treated as in breach of this Agreement.



- 7.3 As a consequence of the Commissioner's refusal to give consent, the **Vendor** shall, within Seven (07) working days after such a refusal has been realised, return all the payments paid as Purchase Price by the **Purchaser**
- 7.4 All other payments made by each of the parties in respect of fees, duties and incidental costs will be at each Party's cost.

PARTIES' COVENANTS

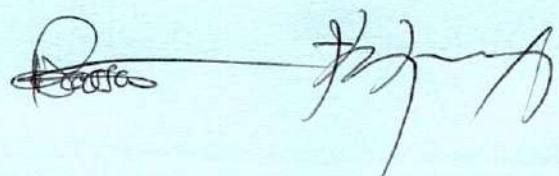
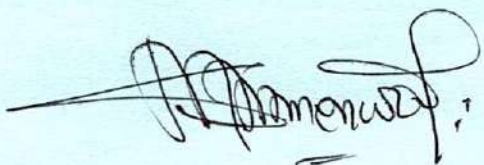
8.0 GENERAL COVENANTS

- 8.1 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 8.2 The Purchaser shall be responsible for all outgoings and liabilities of the Property from the date of delivery of possession of the Property to the Purchaser.

9.0 COVENANTS BY THE VENDOR

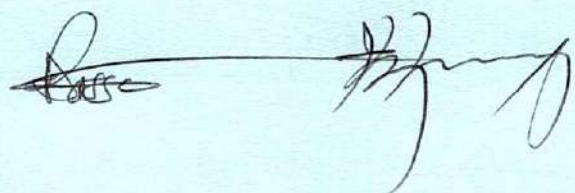
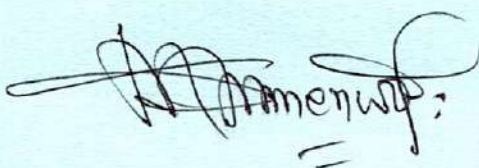
The Vendor hereby covenants with the **Purchaser** that:

- 9.1 It has the power to enter into and perform the obligations under this Agreement;
- 9.2 It has full authority to sell, transfer and dispose of the Property and it has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Property in the manner herein provided;
- 9.3 It is not entitled to receive any consent from any person, the Commissioner of Lands excepted, and if any such consent will be required, the Vendor shall use all its 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.

- 9.4 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;
- 9.5 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the **Vendor** or require any consent under any Agreement or other instrument to which the **Vendor** is a Party or by which it is bound or any judgement, decree or order of any statute, rule or regulation applicable to the **Vendor**. The transactions provided for in any other material contracts to which the **Vendor** is a Party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 9.6 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable enquiries, is pending or threatened against him or the Property as described above;
- 9.7 All information that has been made available to the **Purchaser** or their representatives by the **Vendor** or any of their 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.
- 9.8 Each representation and warranty herein stipulated shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Purchaser** to enter into this Agreement. The **Vendor** acknowledges that the **Purchaser** has entered into this Agreement relying on these representations and warranties.
- 9.9 The Vendor hereby unconditionally and irrevocably confirms and warrants that as of the date of this Agreement all the terms and conditions affecting the



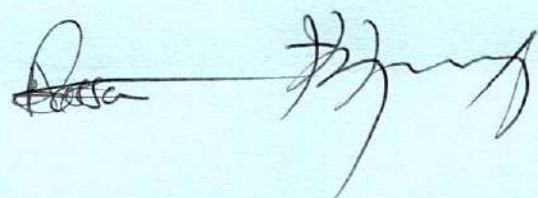
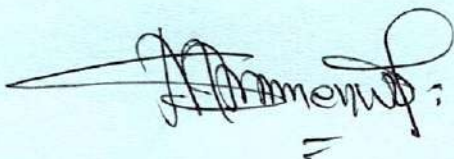
Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property and the Vendors hereby further irrevocably and unconditionally warrant and confirm that no person other than the Vendor has any ownership right or title to the Property and the Property has not been and will not be allocated to any other person.

9.10 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material. The Vendor acknowledges that the Purchaser has entered into this Agreement relying on these representations and warranties.

10.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenants with the **Vendor** that:

- 10.1 It has the power to enter and perform its obligations under this Agreement.
- 10.2 This Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 10.3 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 **Purchaser** is subject.
- 10.4 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 judgement, 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; and
- 10.5 No litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a



material adverse effect on or materially adversely affect its ability to observe or perform his material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it.

11.0 NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive 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 the non-assigning Party.

12.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf has induced the Parties to enter into this Agreement.

13.0 CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

14.0 COSTS

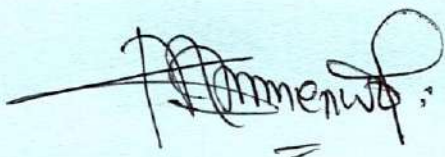
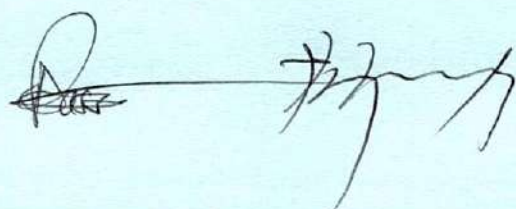
14.1 General costs:

Each party shall be responsible for their respective legal costs incurred concerning the preparation and implementation of this Agreement.

14.2 The Stamp Duty, Capital Gains Tax and other duties and fees

14.3 All taxes, fees and costs to complete the transfer shall be paid by the Vendor in this transaction.

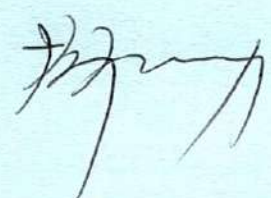
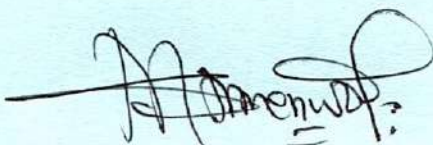
15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

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- 15.1 The validity, construction and performance of this Agreement shall be Governed, construed and interpreted by the Laws of the United Republic of Tanzania.
- 15.2 This Agreement may be executed in Six (06) counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement and each party shall be entitled to One (01) copy.
- 15.3 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.
- 15.4 Before the institution of a suit as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, amicably. If any such dispute, controversy, or claim ("Dispute") between the parties is not resolved within 30 (Thirty) days from the date such notice is issued by the aggrieved party, such party will be entitled to institute a suit in a competent court of law

16.0 CONFIDENTIALITY

- 16.1 Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care. All confidential information provided by a party hereto shall be used solely to facilitate the sale under this Agreement and, except as may be required in carrying out the terms of this Agreement.
- 16.2 Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party with the prior written consent of the other party. The foregoing shall not apply to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of



the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

17.0 FORCE MAJEURE

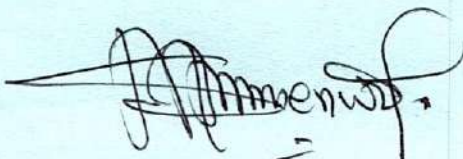
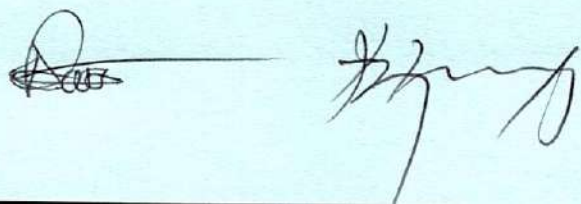
Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by him of his duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the Parties from or hindering any of the Parties' ability to fulfil the obligations hereunder undertaken to be provided.

18.0 SEVERABILITY:

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the Parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

19.0 NOTICES:

Any notice or demand hereunder may be duly given to either party by E-mail properly addressed to the addresses herein above written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the

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return of the notice or demand concerned and such notice or demand shall be effectual for all purposes Seven (07) working days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

To the Vendor:

Contact Person: Michael Daniel Mnenwa

Address: ... Box 30112 KIBAHIA

Tel: 0735240392

Email: michaelmnenwa1992@gmail.com

To the Purchaser

Contact Person:..... XIANG FANG.....

Address: P.O.Box 13017 Dar es Salaam

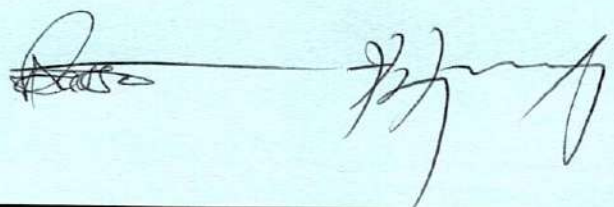

Tel: 0753397124.....

Email: konlet3@126.com.....

20.0 SOLE CONTRACTUAL RELATIONSHIP:

20.1. The Parties hereto acknowledge that this Agreement contains the entire agreement between them including terms, conditions, stipulations, warranties and/or representations. Immediately after the Purchaser completes her obligation to pay the Purchase Price in full as provided this Agreement shall be drafted and executed between Parties and shall be used for purposes of Transfer of ownership of the Property from the Vendor to the Purchaser or her Assignees.

20.2. This Agreement is independent of the Agreement and does not bind the Parties to sell or buy the Property.



20.3. No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced in writing under the hands of the Parties hereto.

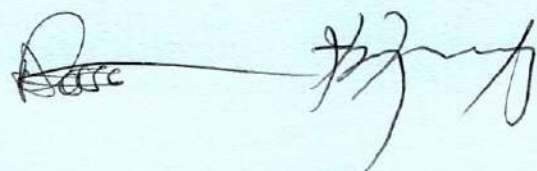
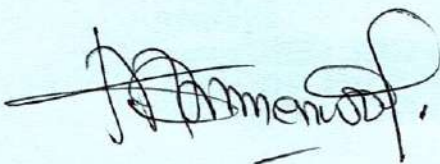
21. TERMINATION

21.1. This Agreement shall be terminated only upon issuance of a thirty days (30) written notice of an intention to terminate, upon the breach of any fundamental covenant or obligation by either of the parties as stated herein and such instances shall include but are not limited to.

- (a) Failure to acquire the Commissioner's consent/approval for the contemplated disposition as stipulated in clause 7.0 herein.
- (b) Upon the occurrence of instances of Force Majeure for a period of more than thirty days.
- (c) Upon execution of all obligations as stipulated in this Agreement.

21.2. Provided that upon the termination of this Agreement as a result of the provisions of clause 7.0 of this agreement, both parties mutually agree to indemnify each other within a period of not more than Seven (07) working days to restore themselves to the original position before the signing of this agreement.

21.3. Provided that upon the termination of this Agreement by the Vendor pursuant to clause 21.1 above, the Vendor shall refund any advance payment of the Purchase Price to the Purchaser less any bank charges and Fourteen (14) days after the Termination notice is issued.



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


SIGNED and DELIVERED by the said
MICHAEL DANIEL MNENWA
at **DAR ES SALAAM** in the
the presence of us this 18 day of MARCH 2025




.....
VENDOR

Before me:

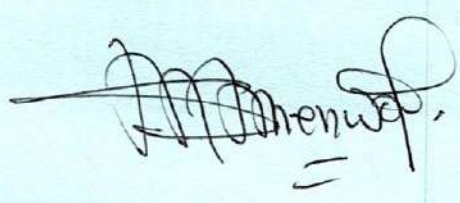
Name: DAVID PETER KASANGA

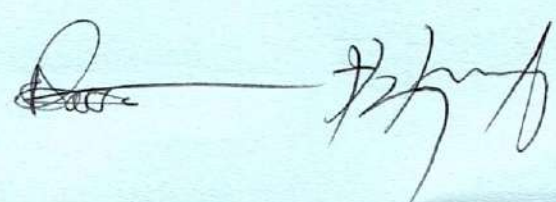
Signature: 

Postal Address: 2071 DAR ES SALAAM

Qualification: **Advocate/Commissioner of Oaths/Notary Public**







SEALED with the **COMMON SEAL** of the said
HONLE ELECTRIC EAST AFRICA LIMITED and
DELIVERED at **DAR ES SALAAM** in the
the presence of us this 18th day of March 2025



Name: Feng Jun Feng
Signature: [Handwritten Signature]
Designation: Director

Name: YANG QIN YONG
Signature: [Handwritten Signature]
Designation: Director

Before me:

Name: DAVID PETER KASANGA
Signature: [Handwritten Signature]
Postal Address: 2201 DAR ES SALAAM
Qualification: **Advocate/Commissioner of Oaths/Notary Public**



[Handwritten Signature]

[Handwritten Signature]