

AGREEMENT FOR SALE

THIS AGREEMENT is made as of the **29th** day of **March 2024**

BETWEEN:

JENNIFER RICHARD SHIGOLI, an adult, natural person of P.O. Box 33158, Dar es Salaam (hereinafter called the "**Vendor**") whose expression shall include and extend to persons deriving title under the Vendor, his successors and assigns of the one part;

AND

GLOBAL ALUMINIUM LIMITED, a duly registered company under the laws of the United Republic of Tanzania of P.O. Box 32080, Dar Es Salaam – Tanzania (hereinafter called the "**Purchaser**") on the other part.

WHEREAS:

- (A) The Vendor is the lawful owner of a property comprised on **Plot No. 176 Block A located at Zegereni in Kibaha Township (Plot Size: 3,207 square meters)** together with the buildings, fixtures and improvements erected and maintained thereon (which shall hereinafter be referred to as the "**Property**").
- (B) The Vendor is desirous of selling the Property so held at the price and on the terms set out below and the Purchaser is desirous of purchasing the same on the terms stipulated herein.

IT IS HEREBY AGREED AND DECLARED as follows:

1. Upon and subject to the terms and conditions of this Agreement, the Vendor hereby sells to the Purchaser and the Purchaser purchases and acquires the Property for the price set out below.
2. The Vendor is in the process of procuring a Certificate of Right of Occupancy on the Property from the Government of the United Republic of Tanzania for the term of 99 years from 1st January 2018; and the Vendor covenants that she shall furnish the Purchaser with a valid Certificate of Right of occupancy at the Vendor's costs.
3. The purchase price for the Property is a total sum of **Tanzania Shillings Seventy Million only (Tshs. 70,000,000/=)** that shall be payable in the following manner:
 - 3.1 **60%** shall be payable upon signing of this Agreement.
 - 3.2 **37%** shall be paid upon presentation of a valid Certificate of Title and signing of the requisite land forms;
 - 3.3 The remainder **3%**, shall be disbursed upon the vendor presenting the government control number for payment of Capital gains Tax.
 - 3.4 Bank Details are as follows:
Account Name: **Jennifer Shigoli**
Account Number: **014-2019973**
Bank Name: **Absa Bank**
4. The Property is sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, tenancies, overriding interests and all other encumbrances whatsoever.

5. Any land rent, property tax, rates, registration fees, consent fees and similar outgoings payable in respect of the Property prior to the execution of this Agreement shall be paid by the Vendor.
6. All stamp duty payable, the Valuation fees shall be to the account of the Purchaser, however, Capital Gains Tax payable on the transfer of the Property shall be to the account of the Vendor.
7. The Transfer fees for transferring the property from the Vendor to the Purchaser shall be for the account of the Purchaser.
8. The Property is sold with vacant possession, whereby the Purchaser shall have access to vacant possession upon signing this agreement.
9. The Vendor commits to cooperate with the Purchaser even after execution of this agreement to sign and deliver to the Purchaser all documents in respect of the Property, including but not limited to the procurement of certificate of title and signing of all requisite transfer forms as shall be required.
10. The Vendor hereby irrevocably and unconditionally warrant and confirm that:
 - (i) There is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining property;
 - (ii) The Property is not used for any public purposes and have not been set aside for any public purposes or to provide any public utility;
 - (iii) The Vendor is the legal owner of the Property;
 - (iv) That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled; and
 - (v) No person has raised any claim or disputed the validity of the grant of the Property to the Vendor and/or the right of any person to occupy and develop the Property.
 - (vi) The Property has been licensed to be used for General Industrial purposes under category GROUP O CLASSES (es) & (a).
14. The Vendor hereby unconditionally and irrevocably confirms and warrants that 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 Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the Property until the Completion transfer of the said Property as hereby witnessed and that no person other than the Vendor has any right or title to the Property and the Property has not been and will not be allocated to any other person.
15. Without prejudice to any of the Purchaser's other rights under this Agreement, if it comes to the knowledge of the Purchaser prior to the completion of transferring of the Property to the purchaser that any fact is inconsistent with the warranty given as herein above witnessed or which may cause the said warranties to be untrue, misleading or breached, or for any reason whatsoever, the terms of sale are not completed, the Purchaser shall be entitled to rescind this Agreement and upon rescission the Vendor hereby undertakes to

forthwith refund to the Purchaser all monies paid to together with interest at the bank rate of the time.

16. Any notice or demand hereunder may be duly given to either party to the following addresses:

For The Vendor: Jennifer Richard Shigoli
Tel: +255767209999
Email: shingolijennifer@gmail.com

For The Purchaser: Wang Pei
Tel: +255766663662
Email: 76264@qq.com

17. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania. 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 courts of law within the jurisdiction in United Republic of Tanzania.

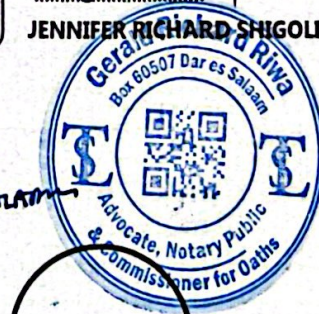
IN WITNESS WHEREOF this Agreement has been duly executed in 3 originals at **Dar es Salaam** by the parties hereto as of the day and year first hereinbefore written.

SIGNED AND DELIVERED at Dar es Salaam before me }
by the said **JENNIFER RICHARD SHIGOLI**
who is known to me personally/
has been introduced to me by _____
this 29th day of March 2024

Richard
JENNIFER RICHARD SHIGOLI



BEFORE ME:
Full Name: Gerard Richard Riwa
Signature: [Signature]
Address: P.O. Box 60507 Dar es Salaam
Qualification: Commissioner for Oaths



SEALED with the **COMMON SEAL** of
GLOBAL ALUMINIUM LIMITED
and **DELIVERED** in the presence of us }
this 29th day of March 2024.

GLOBAL ALUMINIUM LIMITED

Full Name: **WANG PEI**
Signature: 王沛
Postal Address : **32080, Dar Es Salaam**
Designation: **Director**

Full Name : **CHEN GUI**
Signature: 陈贵
Postal Address : **32080, Dar Es Salaam**
Designation: **Director**

SALE AGREEMENT

BETWEEN

JONAS NELSON NYAGAWA _____ VENDOR

AND

GLOBAL ALUMINIUM LIMITED _____ PURCHASER

Drawn By:


Michael George Mhina (Advocate)
Finest Attorneys Advocates,
NIC Life House Building,
Sokoine Drive/Ohio Street,
2th Floor, Wing "B",
P. O. Box 31833,
Mobile: - (0) +255 713 369686,
Dar es Salaam.



SALE AGREEMENT

THIS SALE AGREEMENT is made this 22nd day of Sept 2023.

BETWEEN

JONAS NELSON NYAGAWA of P. O. Box 723, Iringa, Tanzania (*hereinafter called "the Vendor"*) of the one part

AND

GLOBAL ALUMINIUM LIMITED , a limited liability Company, incorporated under the Laws of Tanzania [CAP 212], of P. O. Box 190 Mlandizi, Coastal Region, (*hereinafter called "the Purchaser"*) of the other part.

WHEREAS the Vendor is the lawful owner of all that piece of land known as Plot No. 242, Block 'A' ZEGERENI Industrial Area, Kibaha Township within Coast Region , comprised under CT No. PWN 2559 together with all other un-exhausted improvements thereto (*hereinafter referred to as "the Property"*).

AND WHEREAS the Vendor is ready and willing to sell the property to the Purchaser and the Purchaser is ready and willing to buy the said property at a consideration of 87,750,000.00 only (*hereinafter called "the Purchaser Price"*).

Now therefore this deed WITNESSETH as follows:-

1. The Vendor will sell and the Purchaser will buy all that property at the agreed purchase price, free from any encumbrances, liabilities, lien or any third party notices.

2. That part of purchase price shall be paid in two instalments:

(i) The first instalment in the sum of Tshs. 43,875,000 only, being part of the purchase price shall be deposited to Vendor's Account, Bank Account No. 11001015887 maintained with Akiba Commercial Bank, Ubungo Branch, immediately after the execution of this Sale Agreement.

(ii) The second instalment in the sum of Tshs 43,750,000 being the remainder of the Purchase price shall be paid to the Vendor on 28th October, 2023, through Vendor's Bank Account.

3. The Vendor warrants that; -

a) He has marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever and that he has the mandate to sell the property to the Purchaser and to give a good title.

b) The execution or completion of this agreement or performance of its terms will not result in breach of any agreement to which the Vendor is a party or of any Court order;

[Handwritten signature]

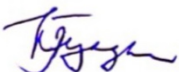
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- c) The Vendor, as to his best knowledge, is not aware of any encroachment by the Property onto any neighboring property; and
- d) The Vendor is not aware of any intended expropriation or any intended expropriation of the Property or any portion of it.

4. Approval and Easement Rights

- a. The transfer of the Right of Occupancy including the sale agreement and transfer Deed between the Vendor in this Agreement and Deed of Transfer thereto to be executed by the parties are subject to the approval of the Commissioner for Lands or any other appropriate authority thereby being granted powers for proposed transfer (*hereinafter referred to as "the said approval"*).
 - b. The transfer of the Right of Occupancy including the sale agreement and transfer Deed between the Vendor and the Purchaser in this agreement and the deed of Transfer to be executed by the parties simultaneously herewith are subject to the consent of the Commissioner for Land being accorded to this disposition. If such consent shall be refused, this Agreement shall be null and void and the Vendor shall forthwith refund any monies (including any fees or expenses) that shall have been disbursed hereunder.
- 5. That, the parties hereto undertake to execute and do all such acts, deeds, assurances and things as may be necessary to perfect the intentions expressed or implied under this Agreement.
 - 6. That, transfer of the Property shall be affected by the both parties. Each party shall be called upon to do so by attending to the transfer, sign all documents required to be signed and furnish all documents required to be furnished by that party to enable transfer of the property to be given to the Purchaser.
 - 7. That, this Agreement of sale shall constitute the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained herein shall be binding on the parties.
 - 8. That, 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.
 - 9. That, if any provision in this agreement (or part of provision) is found by any Court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remaining provision(s) of this agreement shall not be affected.
 - 10. That, this Agreement may not be assigned or transferred by either party without the prior written consent of the other party.



11. That, this Agreement has been executed in triplicate and each shall serve the purpose of the original.
12. That, any notice or demand shall be sent by registered mail and shall be deemed to have been duly served when the same would in the ordinary course have reached its destination and in providing such service it shall be sufficient to prove that the letter containing the notice or demand was properly addressed and stamped and put into the Post Office. Until written notice to the contrary shall have been given to the party concerned, all notices or demands shall be sent to the address hereinabove appearing.
13. Until the due registration of the Deed of Transfer, the Vendor shall pay all rates, taxes, stamp duty, assessments and other outgoings whether parliamentary municipal or otherwise improved or charged upon the said property.
14. The Vendor hereby covenants with the Purchaser to satisfy and discharge all outgoings and liabilities in respect of the property until title thereto shall have passed to the Purchaser and further undertakes to indemnify the Purchaser against all notices, proceedings, claim and demands arising out of and/ or in connection with or incidental to the breach by the Vendor of the warranties, undertakings and covenants herein contained.
15. The Purchaser reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries.
16. The Vendor shall pay all the transfer expenses including stamp duty, Capital Gain Tax and Registration fees Valuation report and other disbursements reasonably arising out of and/or incidental to the preparation and completion of this Agreement and the Deed of Transfer, that shall become payable by virtue of this transaction for the transfer of the Right of Occupancy in respect of the property from the Vendor to the Purchaser.
17. The Vendor shall cause the surrender of all the original documents evidencing ownership of the property including the Title Deed pertaining to this property to the Purchaser immediately after the payment of the Purchase Price.
18. The Vendor shall render vacant possession of the property immediately after payment of the Purchase Price.
19. It is hereby expressly declared by the parties hereto that in the event of default by the Vendor, or in the event disposition of the property not going through for any reason whatsoever, the Vendor shall forthwith refund the Purchase price paid. In the event of the Vendor refusal to refund price or for any reasons unable to do so the Purchaser shall be entitled to attach and sell the property of the Vendor including the property in this agreement without necessarily taking recourse to the Court, or in execution of any decree that may be passed in favour of the Purchaser against the Vendor notwithstanding the provisions protecting residential houses or building occupied by the Vendor judgment debtor, from attachment and sale.

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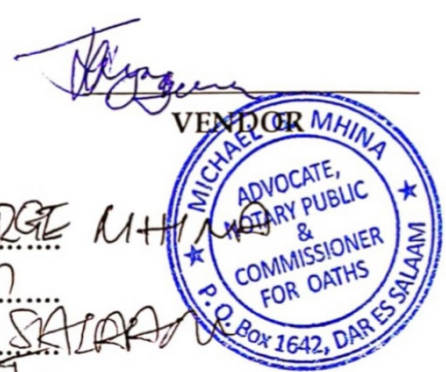


20. This Agreement shall take effect from the date of its execution by the parties hereto.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND APPENDED THEIR SIGNATURES IN THE MANNER AND ON THE DATE OF THE YEAR HEREINAFTER APPEARING.

SIGNED and DELIVERED at Dar es Salaam
by the said JONAS NELSON NYAGAWA
who has been identified to me by
MWINYI SHABANI
the latter being known to me personally in my
presence this 22nd day of Sept 2023

Name : MICHAEL GEORGE MHIRA
Signature : [Signature]
Postal Address : 1642 DSAIARA
Qualification : ADVOCATE



SEALED and with the Common Seal of
GLOBAL ALUMINIUM LIMITED, and DELIVERED
before us this 22nd day of Sept 2023

Name : CHEN CUI.
Signature : [Signature]
Postal Address : Zegerani KIBAHA
Qualification : DIRECTOR/CHIEF EXECUTIVE OFFICER.



Name : WANG LONG
Signature : [Signature]
Postal Address : Zegerani kibaha
Qualification : DIRECTOR/CHIEF EXECUTIVE OFFICER.