

AGREEMENT FOR SALE OF LAND

MADE BETWEEN

**ABDULWAAHID ABDALLAH MOHAMMED
(VENDOR)**

AND

**GOODWILL (TANZANIA) CERAMIC CO., LTD
(PURCHASER)**

**FOR PART OF THE LAND SITUATED AT MKIU VILLAGE,
MKURANGA MUNICIPALITY -PWANI REGION**

**DRAWN BY:
FENG SHIHUI
P.O BOX 61445
DAR ES SALAAM**



THIS AGREEMENT is made on the _____ day of _____, 2023

BETWEEN

ABDULWAAHID ABDALLAH MOHAMMED adult natural person of P. O. Box 21553 Dar es Salaam Tanzania, (hereinafter referred to as the "**Vendor**" which expression shall when the context so admits shall include their individual legal representatives, agents, assigns and successors in title) of one part;

AND

GOODWILL (TANZANIA) CERAMIC CO.,LTD, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box, Mkuranga (Hereinafter called the "**PURCHASER**" which expression shall where the context so admits include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor is the registered owner of a parcel of un-surveyed land situated at Mkiu Village, Mkuranga District within Pwani Region measuring approximately **five (5) acres** as marked on the sketch map contained in **SCHEDULE -1** of this sale agreement herein after referred to as "**the Property**";

AND WHEREAS:

The Vendor is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the Vendor at a consideration of **United State Dollars seven Thousand five hundred only (USD 7,500).**

AND WHEREAS:

The Purchaser acknowledges its awareness that the Vendor being a company with foreign shareholders, it will be entitled to receive a derivative title from the Tanzania Investment Centre and shall subject to the purchase of the property and at its own costs apply for the same through the Tanzania Investment Centre.

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 said Property subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor prior to this Agreement.

2.0 The Consideration:

2.1 That in consideration of the Purchase Price of **United State Dollars seven Thousand five hundred only (USD 7,500)** for the entire **5 acres** of land, and the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained.(Hereinafter referred to as the "**Purchase Price**")

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

3.0 Mode of Payment of Purchase Price:

That Purchase Price stipulated herein shall be paid as under by the Purchaser to the Vendor as described herein below:

3.1 That the First Instalment of the Purchase Price amounting to **United States Dollars three Thousand (USD 3,000) being 40%** of the purchase price shall be paid by the Purchaser to the Vendor within 7 days after the signing of the sales agreement.

3.2 The second instalment equivalent to **United States Dollars four Thousand five hundred (USD 4,500) being 60%** of the purchase price shall be paid by the Purchaser to the Vendor upon completion of the survey and transfer of the parcel of land. The payment shall be due and payable upon the issuance of a derivative title in the names of the purchaser by the Tanzania Investment Centre.

3.3 That for avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sales Agreement as well as the hand over of the Original documents of ownership of the property to the purchaser as well as the Vendor handing over the property.



- 3.4 The parties further agree that the payments as indicated in clauses 3.1 and 3.2 shall be paid through the below bank account:

| | |
|---------------------------|----------------------|
| ACCOUNT NAME: | ABDULWAHID A MOHAMED |
| BANK NAME: | UBA BANK |
| BANK ACCOUNT-USD : | 56010520002494 |
| BRANCH: | PUNGU BRANCH |

4.0 TERMS OF PURCHASE

- 4.1 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.
- 4.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.
- 4.3 The Vendor shall give vacant possession to the Purchaser immediately upon payment of the first instalment as stipulated under clause 3.1 of this agreement.

5.0 POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION

- 5.1 Upon the payment of the first instalment of the purchase price, as hereinabove stipulated, the **Vendor** undertakes to co-operate in the process of the transfer of the Property in the name of the **Purchaser** including the signing of any document as shall be needed by the government authorities during the land transfer process.
- 5.2 The Vendor shall immediately upon signing this agreement hand over the Original documents of ownership in respect to the Property as well as all related transfer documents to the purchaser.
- 5.3 The Vendor shall immediately upon signing this agreement vacate the premises of the property to allow the Purchaser to proceed with mobilization, survey and or construction works on the said property.
- 5.4 The Vendor warrants that the Property is free from any form of disputes or encumbrance, which can affect the transfer of the Property to the Purchaser.

6.0 SURVEY, SURRENDER AND LAND USE OF THE PLOT

- 6.1 The Vendor undertakes to conduct a survey of the plot subject of sale; nonetheless the costs associated with such surveying shall be borne by the Purchaser.
- 6.2 The Vendor further undertakes to ensure that the land use for the land after the completion of the survey is Heavy industrial use.
- 6.3 The parties however agree that all the costs associated with the preparation of the Town Planning Drawing Survey and the creation and issuance of a title shall be paid by the purchaser.
- 6.4 The Parties mutually agree that the Vendor shall through its appointed agents be responsible for the preparation of the Town Plan drawing for the land as well as the survey and registration of the survey plan for the land.
- 6.5 The Vendor together with the purchaser shall cooperate in the process of application and registration of the Certificate of Title for the land in favour of the Purchaser.

PARTIES' COVENANTS

7.0 GENERAL COVENANTS

- 7.1 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party.
- 7.2 Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the Property by the Vendor prior to the due transfer of the Property to the Purchaser and the Vendor shall indemnify the Purchaser in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.
- 7.3 The vendor covenants that it shall be responsible to clear any and all outstanding debts, land rent, property tax, outgoing, claims and or any amounts owed in reference to the property before the signing of this agreement.
- 7.4 The Purchaser shall be responsible for all outgoing and liabilities arising from the ownership of the property from the date of signing this sale agreement and the handover of vacant possession to the purchaser.

8.0 COVENANTS BY THE VENDOR



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

- 8.1 The Vendor have the power to enter into and perform the obligations under this Agreement;
- 8.2 The Vendor have full authority to sell, transfer and dispose of the Property and that he has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the Property in the manner herein provided;
- 8.3 The Vendor 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 his 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,
- 8.4 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;
- 8.5 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;
- 8.6 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 herein.
- 8.7 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as was held by the Vendor, but free from any encumbrances;
- 8.8 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.



8.9 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.

8.10 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at 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 Vendor hereby further irrevocably and unconditionally warrant and confirm that 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.

9.0 INDEMNITY

9.1 The Vendor hereby irrevocably undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach.

10.0 COVENANTS BY THE PURCHASER

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

10.1 It has the power to enter into 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 in accordance with 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;

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;

10.6 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

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

11.0 NON ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the parties and the parties are not obliged to 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 all the parties hereto.

12.0 MISREPRESENTATIONS

Any representation or statement made or deemed to be made by the vendor herein or any other document delivered by or on behalf of the vendor under or in connection with this agreement is or proves to have been incorrect or misleading when made or deemed to be made.

13.0 COSTS

13.1 General costs:

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

13.2 Survey Fees:



That all requisite costs and fees for the survey, approval and registration of the created survey plan shall be borne solely by the Purchaser.

13.3 Other Costs:

It is further agreed by both parties that each party shall bear its own costs and taxes related to the transaction in accordance with the laws of the United Republic of Tanzania.

14.0 BOUNDARIES AND PLOT SIZE

14.1 The Vendor warrants that to the best of its knowledge all the boundary relating to the plot is in place and unaltered and that the size as indicated on the Skeptch map in schedule- 1 is correct and accurate.

14.2 The Vendor warrants that to the best of its knowledge there are no past or existing disputes in reference with the boundaries of the subject plot with any of the neighbours thereon and in case of any boundary dispute, the Vendor hereby irrevocably undertake to have the same settled. This clause shall survive the completion of each parties obligations after the signing of this agreement.

15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

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

15.2 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.

15.3 That upon the occurrence of any dispute, either partu shall issue a notice with respect thereto and the parties shall endeavour to resolve such dispute within 15 days; failure of which, the party that issued the notice shall have the discretion to refer the dispute to a court of competent jurisdiction in accordance with the terms of clause 15.2 hreeinabove.

16.0 FORCE MAJEURE

16.1 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.



16.2 If either party is unable to perform his duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 16.1 above, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety days and substantially affects the commercial intention of this Agreement, the party unable to perform the agreement has the right to rescind the agreement as long as such party gives a written notice to the other party of the rescission, and the provision for failure to obtain the commissioner's approval shall apply mutatis mutandis.

17.0 ILLEGALITY

17.1 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 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.



18.0 AMENDMENT AND WAIVER

- 18.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties.
- 18.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

19.0 NOTICES

- 19.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by e-mail shall be deemed to have been served on the same day of dispatch.

20.0 CONFIDENTIALITY

- 20.1 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.
- 20.2 Neither party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.
- 20.3 Notwithstanding the above, either party and any person controlled by it may disclose information which would otherwise be confidential if and to the extent:
 - (i) Required by law;
 - (ii) Disclosed to professional advisers, auditors and bankers of each party;
- 20.4 Neither party is under a duty to treat any information as confidential which:
 - (i) Is generally known or easily ascertainable by third parties of ordinary skill in the business of either party;
 - (ii) Is independently known to a party without any reliance on confidential information disclosed by the other party; or

- (iii) Is or later becomes part of the public domain or may be lawfully obtained from either party from a non-party to this Agreement.

20.5 Any party that breaches this confidentiality clause shall indemnify the aggrieved party for any losses and/or damages incurred as a result.

21.0 SET OF DOCUMENTS

21.1 The Vendor shall on the date of signing the Agreement, or so soon thereafter as reasonably possible, deliver to the Purchaser's lawyer the following documents in respect of the Property (the "Completion Documents"). The said documents shall include but not limited to:

- (a) Certified copies of the National Identity Cards for the Vendor;
- (b) Six passport size photos for the Vendor.
- (c) Original documents relating to the acquisition of the land.
- (d) Letters of introduction and confirmation of land ownership from the local authorities.
- (e) Spousal consent issued by the Vendor's legal spouse.

22.0 TERMINATION

22.1 This agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but are not limited to:-

22.2 Material breach of the conditions set forth herein **PROVIDED THAT** such breach remains uncured for a period of 15 days from the date of notification of such breach by the innocent party.

22.3 Failure to make full and prompt payment of the purchase price by the purchaser to the Vendor as stipulated in clause 3.0 herein.

22.4 Upon the occurrence of instances of Force Majeure as stipulated in clause 16.0 herein.

22.5 Upon insolvency, Bankruptcy and or liquidation of either of the parties to this agreement.

22.6 Upon execution of all obligations as stipulated in this agreement.

22.7 **PROVIDED THAT** upon the termination of this agreement as a result of the provisions of clause 22.4 of this agreement, both parties mutually agree to indemnify each other within a period of not more than one month to restore themselves to the original position prior to the signing of this agreement save for the professional and incidental costs incurred by each party in furtherance of this agreement.

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

SIGNED and DELIVERED by
the said **ABDULWAAHID ABDALLAH MOHAMMED**
who is known to me personally/identified
to me by **ABDULWAAHID ABDALLAH MOHAMMED**
the latter known to me personally in our
presence this 02 day of JAN..... 2023



VENDOR

.....
COMMISSIONER FOR OATHS

SEALED with the COMMON SEAL of the said
GOODWILL (TANZANIA) CERAMIC CO., LTD
and **DELIVERED** at **DAR ES SALAAM** in the
the presence of us this 02 day of JAN 2023.



Name: 宋其水
Signature: 宋其水
Postal Address _____
Designation: _____

Name: Xie Xiaoming

Signature: [Handwritten Signature]

Postal Address: _____

Designation: _____

SCHEDULE - 1

SKETCH MAP

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



VENDOR

SIGNED and DELIVERED by the said ABDULWAHID ABDULLAH MOHAMMED who is known to me personally/identified to me by ABDULWAHID ABDULLAH MOHAMMED the latter known to me personally, in our presence this 02 day of Jan 2023

COMMISSIONER FOR DATAS



SEALED with the COMMON SEAL of the said GOOWILL (TANZANIA) CERAMIC CO., LTD and DELIVERED at DAR ES SALAAM in the presence of us this 02 day of Jan 2023

Name: _____
Signature: _____
Postal Address: _____
Designation: _____

[Handwritten mark]

AGREEMENT FOR SALE OF LAND

MADE BETWEEN

**WAHID ABDALLA MOHAMMED
(VENDOR)**

AND

**GOODWILL (TANZANIA) CERAMIC CO., LTD
(PURCHASER)**

**FOR PART OF THE LAND SITUATED AT MKIU VILLAGE,
MKURANGA MUNICIPALITY -PWANI REGION**

AGREEMENT FOR SALE OF LAND

Handwritten mark

THIS AGREEMENT is made on the _____ day of _____, 2025

BETWEEN

WAHID ABDALLA MOHAMMED adult natural person of P. O. Box 21553 Dar es Salaam Tanzania, (hereinafter referred to as the **Vendor** which expression shall when the context so admits shall include their individual legal representatives, agents, assigns and successors in title) of one part;

AND

GOODWILL (TANZANIA) CERAMIC CO., LTD, a limited liability company incorporated under the laws of the Republic of Tanzania, whose address for the purpose of this Agreement is of Post Office Box _____, Dar es Salaam. (Hereinafter called the **PURCHASER** which expression shall where the context so admits include and extend to persons deriving title under the **PURCHASER**, its successors and assigns) of the other party;

WHEREAS

The Vendor is the registered owner of a parcel of un-surveyed land situated at Mkiu Village, Mkuranga District within Pwani Region measuring approximately **TWENTY-SEVEN (27) acres** as marked on the sketch map contained in **SCHEDULE -1** of this sale agreement herein after referred to as **the Property** ;

AND WHEREAS:

The Vendor is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the Vendor at a consideration of **United State Dollars Three Thousand only (USD 3,000) per acre making a total consideration of United State Dollars Eighty-one Thousand only (USD 81,000) .**

AND WHEREAS:

The Purchaser acknowledges its awareness that the Vendor being a company with foreign shareholders, it will be entitled to receive a derivative title from the Tanzania Investment Centre and shall subject to the purchase of the property and at its own costs apply for the same through the Tanzania Investment Centre.

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 said Property subject to the covenants herein contained and subject to the terms and conditions under which the said Property was held by the Vendor prior to this Agreement.

2.0 The Consideration:

2.1 That in consideration of the Purchase Price of **United States Dollars Eighty-one Thousand only (USD 81,000)** for the entire **TWENTY-SEVEN (27) acres of land,** and the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained. (Hereinafter referred to as the **Purchase Price**)

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

3.0 Mode of Payment of Purchase Price:

That Purchase Price stipulated herein shall be paid as under by the Purchaser to the Vendor as described herein below:

3.1 That the First Instalment of the Purchase Price amounting to **United States Dollars Twenty four Thousand Three hundred (USD 24,300) being 30%** of the purchase price shall be paid by the Purchaser to the Vendor within 7 days after the signing of the sales agreement.

3.2 The second instalment equivalent to **United States Dollars Twenty four Thousand three hundred (USD 24,300) being 30%** of the purchase price shall be paid by the Purchaser to the Vendor within 7 days upon completion of the approved survey and Town drawing maps.

3.3 The third instalment equivalent to **United States Dollars Thirty-two Thousand Four hundred (USD 32,400) being 40%** of the purchase price shall be paid by the Purchaser to the Vendor within 7 days after the issuance of a derivative title in the names of the purchaser by the Tanzania Investment Centre.

3.4 That for avoidance of doubt, the payment of the first instalment as indicated in clause 3.1 shall be done simultaneously with the signing of the Sales Agreement

as well as the hand over of the Original documents of ownership of the property to the purchaser as well as the Vendor handing over the property.

- 3.5 The parties further agree that the payments as indicated in clauses 3.1 and 3.2 shall be paid through the below bank account:

| | |
|---------------------------|----------------------|
| ACCOUNT NAME: | ABDULWAHID A MOHAMED |
| BANK NAME: | UBA BANK |
| BANK ACCOUNT-USD : | 56010520002494 |
| BRANCH: | PUNGU BRANCH |

4.0 TERMS OF PURCHASE

- 4.1 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.
- 4.2 The Property is sold and agreed to be transferred subject to the terms and conditions contained in this agreement.
- 4.3 The Vendor shall give vacant possession to the Purchaser immediately upon payment of the first instalment as stipulated under clause 3.1 of this agreement.

5.0 POSSESSION OF THE PROPERTY AND DOCUMENTS OF TITLE PENDING COMPLETION

- 5.1 Upon the payment of the first instalment of the purchase price, as hereinabove stipulated, the **Vendor** undertakes to co-operate in the process of the transfer of the Property in the name of the **Purchaser** including the signing of any document as shall be needed by the government authorities during the land transfer process.
- 5.2 The Vendor shall immediately upon signing this agreement hand over the Original documents of ownership in respect to the Property as well as all related transfer documents to the purchaser.
- 5.3 The Vendor shall immediately upon signing this agreement vacate the premises of the property to allow the Purchaser to proceed with mobilization, survey and or construction works on the said property.
- 5.4 The Vendor warrants that the Property is free from any form of disputes or encumbrance, which can affect the transfer of the Property to the Purchaser.

6.0 SURVEY, SURRENDER AND LAND USE OF THE PLOT

- 6.1 The Vendor undertakes to conduct a survey of the plot subject of sale; nonetheless the costs associated with such surveying shall be borne by the Purchaser.
- 6.2 The Vendor further undertakes to ensure that the land use for the land after the completion of the survey is Heavy industrial use.
- 6.3 The parties however agree that all the costs associated with the preparation of the Town Planning Drawing Survey and the creation and issuance of a title shall be paid by the purchaser.
- 6.4 The Parties mutually agree that the Vendor shall through its appointed agents be responsible for the preparation of the Town Plan drawing for the land as well as the survey and registration of the survey plan for the land.
- 6.5 The Vendor together with the purchaser shall cooperate in the process of application and registration of the Certificate of Title for the land in favour of the Purchaser.

PARTIES COVENANTS

7.0 GENERAL COVENANTS

- 7.1 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party.
- 7.2 Nothing in this Agreement shall make the Purchaser liable in respect of anything done or omitted to be done in relation to the Property by the Vendor prior to the due transfer of the Property to the Purchaser and the Vendor shall indemnify the Purchaser in respect of any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, damages, legal and other professional fees and expenses on a party and party basis) which it may incur as a result of anything so done or omitted to be done.
- 7.3 The vendor covenants that it shall be responsible to clear any and all outstanding debts, land rent, property tax, outgoings, claims and or any amounts owed in reference to the property before the signing of this agreement.
- 7.4 The Purchaser shall be responsible for all outgoings and liabilities arising from the ownership of the property from the date of signing this sale agreement and the handover of vacant possession to the purchaser.

8.0 COVENANTS BY THE VENDOR

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

- 8.1 The Vendor have the power to enter into and perform the obligations under this Agreement;
- 8.2 The Vendor have full authority to sell, transfer and dispose of the Property and that he has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the Property in the manner herein provided;
- 8.3 The Vendor 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 his 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,
- 8.4 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;
- 8.5 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;
- 8.6 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 herein.
- 8.7 The **Purchaser** has purchased the Property subject to all terms of use applicable, and as was held by the Vendor, but free from any encumbrances;
- 8.8 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.

8.9 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.

8.10 The Vendor hereby unconditionally and irrevocably confirms and warrants that as at 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 Vendor hereby further irrevocably and unconditionally warrant and confirm that 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.

9.0 INDEMNITY

9.1 The Vendor hereby irrevocably undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor above or out of any claim by a third party based on any facts which if sustained would constitute a breach.

10.0 COVENANTS BY THE PURCHASER

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

10.1 It has the power to enter into 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 in accordance with 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;

- 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;
- 10.6 All information that has been made available to the **Vendor** or his representatives by the **Purchaser** or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.
- 10.7 Each representation and warranty above shall be a separate representation and warranty and shall be deemed to be material and to have induced the **Vendor** to enter into this Agreement. The **Purchaser** acknowledges that the **Vendor** has entered into this Agreement relying on these representations and warranties.

11.0 NON ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the parties and the parties are not obliged to 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 all the parties hereto.

12.0 MISREPRESENTATIONS

Any representation or statement made or deemed to be made by the vendor herein or any other document delivered by or on behalf of the vendor under or in connection with this agreement is or proves to have been incorrect or misleading when made or deemed to be made.

13.0 COSTS

13.1 General costs:

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

13.2 Survey Fees:

That all requisite costs and fees for the survey, approval and registration of the created survey plan shall be borne solely by the Purchaser.

13.3 Other Costs:

It is further agreed by both parties that each party shall bear its own costs and taxes related to the transaction including capital gain shall be paid by the Vendor while the stamp duty shall be paid by the Purchaser in accordance with the laws of the United Republic of Tanzania.

14.0 BOUNDARIES AND PLOT SIZE

14.1 The Vendor warrants that to the best of its knowledge all the boundary relating to the plot is in place and unaltered and that the size as indicated on the Skeptch map in schedule- 1 is correct and accurate.

14.2 The Vendor warrants that to the best of its knowledge there are no past or existing disputes in reference with the boundaries of the subject plot with any of the neighbours thereon and in case of any boundary dispute, the Vendor hereby irrevocably undertake to have the same settled. This clause shall survive the completion of each parties obligations after the signing of this agreement.

15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

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

15.2 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.

15.3 That upon the occurrence of any dispute, either partu shall issue a notice with respect thereto and the parties shall endeavour to resolve such dispute within 15 days; failure of which, the party that issued the notice shall have the discretion to refer the dispute to a court of competent jurisdiction in accordance with the terms of clause 15.2 hreeinabove.

16.0 FORCE MAJEURE

16.1 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.

16.2 If either party is unable to perform his duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 16.1 above, that party shall give written notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety days and substantially affects the commercial intention of this Agreement, the party unable to perform the agreement has the right to rescind the agreement as long as such party gives a written notice to the other party of the rescission, and the provision for failure to obtain the commissioner s approval shall apply mutatis mutandis.

17.0 ILLEGALITY

17.1 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 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.

18.0 AMENDMENT AND WAIVER

18.1 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties.

18.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies

provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

19.0 NOTICES

19.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by e-mail shall be deemed to have been served on the same day of dispatch.

20.0 CONFIDENTIALITY

20.1 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.

20.2 Neither party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.

20.3 Notwithstanding the above, either party and any person controlled by it may disclose information which would otherwise be confidential if and to the extent:

- (i) Required by law;
- (ii) Disclosed to professional advisers, auditors and bankers of each party;

20.4 Neither party is under a duty to treat any information as confidential which:

- (i) Is generally known or easily ascertainable by third parties of ordinary skill in the business of either party;
- (ii) Is independently known to a party without any reliance on confidential information disclosed by the other party; or
- (iii) Is or later becomes part of the public domain or may be lawfully obtained from either party from a non-party to this Agreement.

20.5 Any party that breaches this confidentiality clause shall indemnify the aggrieved party for any losses and/or damages incurred as a result.

21.0 SET OF DOCUMENTS

21.1 The Vendor shall on the date of signing the Agreement, or so soon thereafter as reasonably possible, deliver to the Purchaser s lawyer the following documents in respect of the Property (the Completion Documents). The said documents shall include but not limited to:

- (a) Certified copies of the National Identity Cards for the Vendor;
- (b) Six passport size photos for the Vendor.
- (c) Original documents relating to the acquisition of the land.
- (d) Letters of introduction and confirmation of land ownership from the local authorities.
- (e) Spousal consent issued by the Vendor s legal spouse.

22.0 TERMINATION

22.1 This agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated herein and such instances shall include but are not limited to:-

22.2 Material breach of the conditions set forth herein **PROVIDED THAT** such breach remains uncured for a period of 15 days from the date of notification of such breach by the innocent party.

22.3 Failure to make full and prompt payment of the purchase price by the purchaser to the Vendor as stipulated in clause 3.0 herein.

22.4 Upon the occurrence of instances of Force Majeure as stipulated in clause 16.0 herein.

22.5 Upon insolvency, Bankruptcy and or liquidation of either of the parties to this agreement.

22.6 Upon execution of all obligations as stipulated in this agreement.

22.7 **PROVIDED THAT** upon the termination of this agreement as a result of the provisions of clause 22.4 of this agreement, both parties mutually agree to indemnify each other within a period of not more than one month to restore themselves to the original position prior to the signing of this agreement save for the professional and incidental costs incurred by each party in furtherance of this agreement.

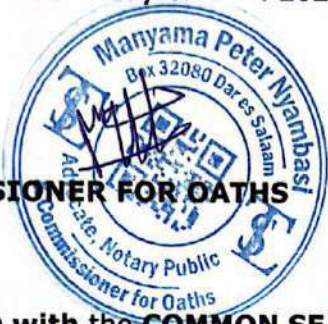
IN WITNESS WHEREOF, the Undersigned have executed this Agreement as of the day and year first written above.

SIGNED and DELIVERED by
the said **WAHID ABDALLA MOHAMMED**
who is known to me personally/identified
to me by **WAHID ABDALLA MOHAMMED**
the latter known to me personally in our
presence this ...day of . 2025



VENDOR

COMMISSIONER FOR OATHS



SEALED with the COMMON SEAL of the said
GOODWILL (TANZANIA) CERAMIC CO., LTD
and **DELIVERED at DAR ES SALAAM** in the
the presence of us this ___ day of _____ 2025.



Name: Wu Qiquan
Signature: [Handwritten Signature]
Postal Address P.O Box 140 mkulanga
Designation: Director



Name: Yang Guo-eai
Signature: [Handwritten Signature]
Postal Address P.O Box 140 mkuranga
Designation: Manager

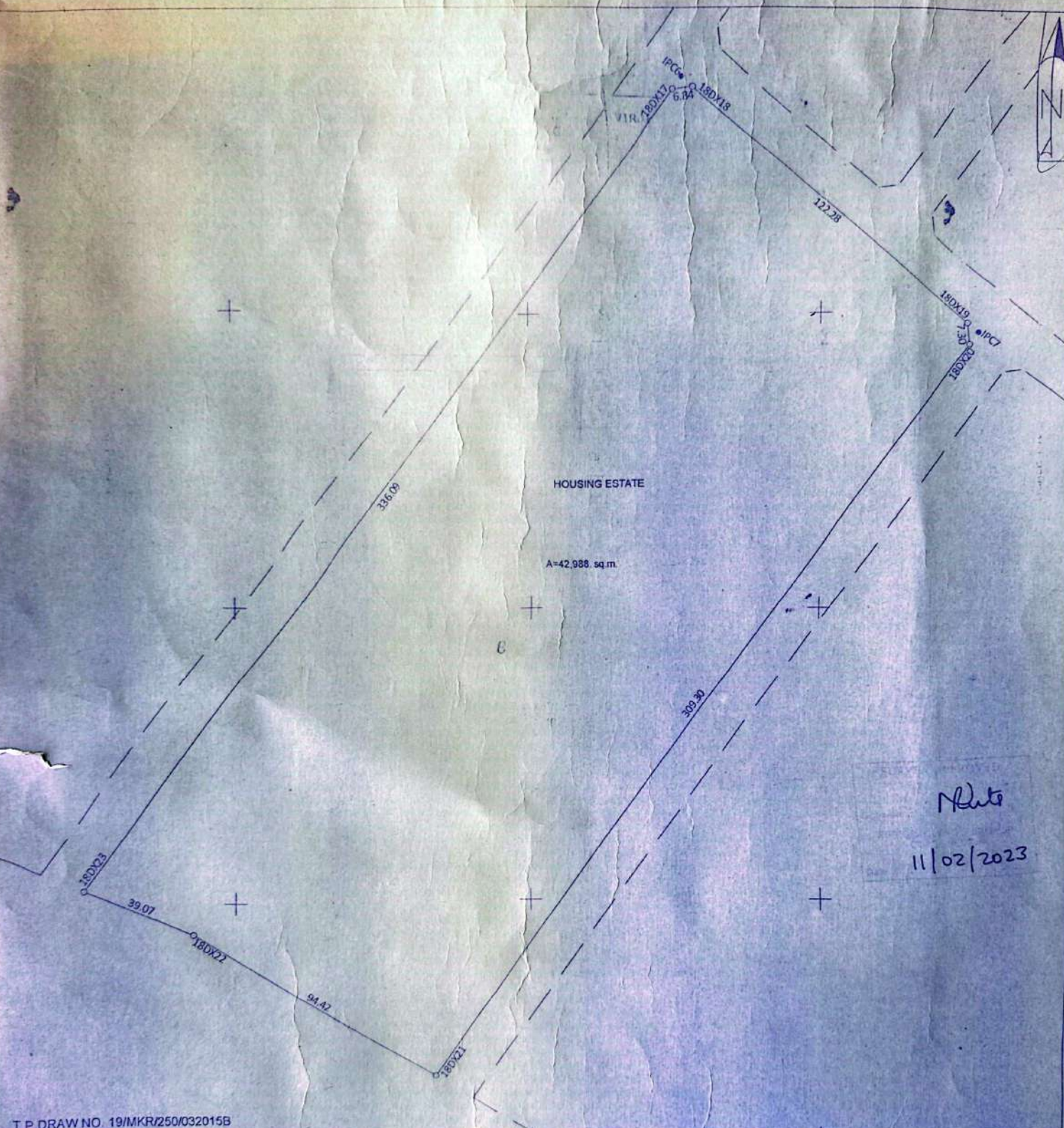
COMMISSIONER FOR OATHS



SCHEDULE -1
SKETCH MAP

5

MKURANGA DISTRICT-COAST REGION



White
11/02/2023

T.P. DRAW NO. 19/MKR/250/032015B

514500 514600 514700

OFFICE RECORDS

SCALE: 1:1000

COMPS No. E' 404 A

MP No. 204 / III / 8

STD SHEET No. 204 / III

ACTION CC. _____

PLAN No. E' 404 / 22

Amendment made by

(i) Clewis A. (Plan No) 09.02.2023

(ii) _____

(iii) _____

Photostat copies sent to

(i) _____

(ii) _____

(iii) _____

Plan drawn by S, Yasini

I hereby certify that the survey presented by this plan was carried out in accordance with the survey regulations

Date 10th Feb. 2023

[Signature]
ISSA M MSNGA
DISTRICT LAND SURVEYOR
MKURANGA DISTRICT

Registered Plan No. 171870

