

Dated this 18th day of December , 2024

THE LAND ACT (CAP 113 RE 2002)

AND

THE LAND REGISTRATION ACT
(CAP. 334 R.E 2002)

AGREEMENT FOR SALE OF UNSURVEYED LAND

CONSTITUTING 15 ACRES LOCATED AT ILENDEJA AREA

IHAYABUYAGA VILLAGE, BUKANDWE WARD, MAGU DISTRICT

MWANZA

BETWEEN

YOHANA NCHAMBI KABALA

AND

MWANZA SALAMA COMPANY LIMITED

DRAWN BY:
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PSSSF Plaza,
Kenyatta Road,
P.O.Box 1629, Mwanza.
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THIS AGREEMENT is made as of the^{18th}.....day of Dec:...2024

BETWEEN

YOHANA NCHAMBI KABALA of P.O.Box 7608 Mwanza (hereinafter referred to as 'the vendor') which expression shall where the context so permits include the successors and heirs in title on the one part

AND

MWANZA SALAMA COMPANY LIMITED a limited liability company incorporated in the United Republic of Tanzania under the Company's Act CAP 212 of 2002 of P.O.Box 610 MWANZA (hereinafter referred to as 'the purchaser') which expression shall where the context so permits include the successors and assigns in title on the other part

WHEREAS:

- A. The vendor is the owner of un-surveyed land constituting 15 acres located at ILENDEJA area, Ihayabuyaga Village, Bukandwe Ward Magu Mwanza as evidenced in the Land Ownership Certification Document signed by the Kitongoji, Village and Ward Leaders to be read together with this agreement as one together with the fixtures and improvements erected and maintained thereon (the piece of land together with the fixtures, erections and improvements shall hereinafter be referred to as ' the property')
- B. The Vendor is desirous and willing to sell the property to the purchaser and the purchaser is desirous and willing to buy the property at the price and on the terms set out below for investment purposes with view that the said property shall be planned, surveyed and allocated to Tanzania Investment Centre (TIC) who shall subsequently lease to the purchaser

NOW WHEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter set-forth and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon and subject to the terms and conditions of this agreement, the vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the property from the Vendor for Investment purpose at the price set out below.
2. The interest sold in the property is the vendor's right of ownership of the property from the Government of the united Republic of Tanzania



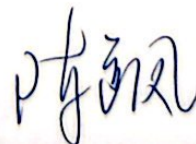
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3. The purchase price of the property is Tanzania Shillings Three Hundred Seventy Five Million Only (Tshs 375,000,000) being Tshs 25,000,000 per acre for 15 acres
4. The purchaser agrees to pay the Vendor the purchase price in single installment on the 20th December 2024 by Internal Fund Transfer into the Vendor's bank account number 015200073GWO0 maintained at CRDB Bank Rocky City Branch in the name of YOHANA NCHAMBI KABALA
5. Upon payment of the purchase price in clause 4 above, the vendor shall transfer ownership on the property to the purchaser and the purchaser shall, therefrom, be the legal owner with rights to planning, surveying, acquiring title from the government as per the Investment law and developing the property in line with the Purchaser's intended business purposes
6. The property sold is neither mortgaged nor encumbered in whatever form and the Vendor declares and states that the property is sold free from any mortgages, charges, or any other security interests, restrictions, cautions, overriding interests, inhabitations, equities, quasi- easements, customary use, right of cemeteries, rights of light and all other encumbrances whatsoever. Should there arise any third party claim as a result of the Vendor's breach of this clause and/or clause 7 herein below, the Vendor shall refund to the purchaser the Purchase price together with 20% of the purchase price as compensation
7. The vendor hereby irrevocably and unconditionally represents, warrants and confirms that:
 - (a) There is no dispute in respect of the property, access to the property or its boundaries with the owners of the adjoining properties
 - (b) The property was not used for any public purposes and has not been set aside for any public purpose or to provide any public utilities
 - (c) The vendor is the sole legal and beneficial owner of the property
 - (d) There is no ground or circumstances by virtue of which the sale of the property by the Vendor to the Purchaser can be revoked, cancelled and/or rejected
 - (e) 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; and
 - (f) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property



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8. 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 date the property is planned, surveyed and titles are issued to Tanzania Investment Centre and the latter issues Derivative right in favour of the purchaser. The Vendor confirms and warrants further 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 except as per this agreement
9. Under no circumstances shall either party make any public disclosure about this transaction unless that disclosure is legally mandated
10. The Vendor hereby 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 pursuant to the provisions of this agreement or out of any claim by a third party based on any facts which if sustained constitutes such a breach.
11. This agreement is limited to the purchase of the property as set forth in this agreement and the Purchaser assumes NO liabilities of whatsoever form against the Vendor
12. Any condition of this agreement which is capable of being performed after but which has not been performed at or before the property is planned, Surveyed and titles granted to Tanzania Investment Centre and all warranties and indemnities contained in or entered pursuant to this agreement shall remain in full force and effect notwithstanding the closure of the agreement
13. This agreement shall be governed by and construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania
14. Dispute resolution clause: In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claim, question or disagreement shall be determined under the laws and by the court of competent jurisdiction in the United Republic of Tanzania
15. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that

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invalidity, illegality or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it

16. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver whether specifically, implicit or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced into writing and signed by or on behalf of the parties.

17. No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future

IN WITNESS WHEREOF this agreement is hereby dully executed and sealed by the parties hereto as of the day and year first hereinbefore written

THE VENDOR

SIGNED and DELIVERED at MWANZA by the said)
YOHANA NCHAMBI KABALA who is known to me/identified).....
to me by Fanya Paul Justine the latter being known)
to me this 18th day of December, 2024)


VENDOR



Before:
Signature :



Name :

Justades Angelo

Address :

Box 1629 Mwanza

Designation :

Advocate





THE PURCHASER

SEALED with the COMMON SEAL of the said)
MWANZA SALAMA COMPANY LIMITED)
and DELIVERED at MWANZA in our presence)
this.../8..... day of December..... , 2024)



SEAL

Signature :
Name : CHEN DAOFEN
Address : Box 610 MZA
Designation : Director

Signature :
Name : ZHANG YIYUN
Address : Box 610 MZA
Designation : Director