

AGREEMENT FOR THE SALE OF PROPERTY

BETWEEN

MARY EDWARD AMRI

AND

CHIMELONG INVESTMENTS COMPANY LIMITED

**IN RELATION OF PLOT NO. 146, REGENT ESTATE, KINONDONI DAR ES SALAAM REGION
WITH CERTIFICATE OF TITLE NO. 117451**

DRAWN BY: -

**Winstlaw Attorneys
3rd Floor, Alfa Plaza
Ali Hassan Mwinyi Road,
Plot No. G6
P.O. Box 32080
DAR ES SALAAM**



THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, CAP 113
(R.E 2019)
CONTRACT FOR A DISPOSITION FOR A RIGHT OF OCCUPANCY
(Under Section 64)

PLOT NUMBER 146
C.T: NO 117451
REGENT ESTATE
KINONDONI DISTRICT,
DAR ES SALAAM.

This Agreement is made at Dar es Salaam on this 17 day of MAY 2025

By and between

MARY EDWARD AMRI P.O. Box 78581, Dar es salaam, (hereinafter called "the Vendor") which expression shall where the context so admits include his successors, assignees, and agents of the one part.

AND

CHIMELONG INVESTMENTS COMPANY LIMITED, OF P.O. Box Dar es Salaam (hereinafter called "the Purchaser") which expression shall where the context so admits include his successors, assignees, and agents, of the other part.

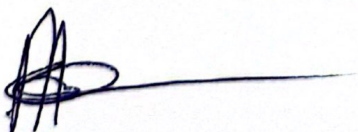
WHEREAS:

A. The Vendor is the lawful owner of A RESIDENTIAL PROPERTY KNOWN AS **Plot No. 146 Regent Estate** in Kinondoni District being the property comprised in certificate of Occupancy, bearing **Title No. [117451]**, measuring 1806.23 Square meters, and desires to sell the said property together with all buildings thereon and any improvement made thereon and all rights easements and appurtenance thereto belonging, (hereinafter called the "Property");

B. The vendor has offered to sell the Property to the Purchaser together with all exhausted and unexhausted improvements made, carried, and undertaken on the property, subject to the terms and conditions hereinafter appearing, and the Purchaser has agreed to buy the said properties as it is more particularly described in the ~~Plot~~ **No. 117451**,

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Vendor shall sell and the Purchaser shall buy the said property free from any encumbrances, lien, or third-party notice for consideration of **Tanzania Shilling Two billion seven hundred million (TZS 2,700,000,000/=)** in respect of **PROPERTY KNOWN AS Plot No. 146, Regent Estate** in Kinondoni District being the property comprised in certificate of



Occupancy, bearing Title No. 117451, measuring 1806.23 Square meters. (hereinafter called the "Purchase Price").

2. That the parties have agreed that the payment of the purchase price shall be made in Three instalments only.

3. That, The Purchaser shall immediately within 3 days after the signing of this sale agreement make payment of **Tanzania Shilling One billion three hundred fifty million (TZS 1,350,000,000/=) or in any other agreed currency equivalent to the stated amount** being the first payment of the purchase price (hereinafter referred to as the 1st Instalment payment). Provided that, upon signing of this agreement and confirmation that the said payment has been made and received in the Vendor's bank account, the Vendor shall surrender to the purchaser the Original Certificate of title, the signed Sale agreement, transfer forms and all subsequent documents including beneficially consent/spousal consent related to this sale.

4. That the 2nd Instalment payment of the remaining purchase price of **Tanzania Shilling Eight hundred ten million (TZS 810,000,000/=) or in any other agreed currency equivalent to the stated amount** shall be paid immediately within 3 days after the Registrar of Titles from the Ministry of land provide a notice letter evidencing the transfer has been dully transferred to TIC and director the Purchaser to proceed to TIC for derivative right of occupancy.

5. That the 3rd Instalment payment of the remaining purchase price of **Tanzania shilling Five hundred forty million (540,000,000/=) or in any other agreed currency equivalent to the stated amount** shall be paid immediately within 3 days after the pass decision and approval consent of the land allocation to the Purchaser' company from Ministry land allocation committee meetings from Dodoma provided by TIC notification.

6. That all payments from the Purchaser to the Vendor shall be made directly by transfer to the following bank account only, and proof of payment shall be delivered to the Vendor once the payments are transferred.

Account name: MARY EDWARD AMRI
Bank Name: TANZANIA COMMERCIAL BANK
Account Number: 170225000107
Branch: KIJITONYAMA BRANCH

7. That the agreement shall take effect or shall come into operation after the signing of the sale agreement, If the vendor fails to surrender all the original documents to the Purchaser over the property within 3 days, this agreement shall become void immediately and the vendor shall reimburse the Purchaser accordingly by refunding back the 1st instalment already paid with penalty interest of 10%.



8. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute all the Transfer documents for the conveyance of the said property by the Vendor to the Purchaser and the parties undertake and shall use their best endeavors to seek and obtain or cause to be sought and obtained consent from the Commissioner for Lands or any other officer duly authorized in that behalf to this disposition.

9. That the execution of this agreement, transfer forms, and other supporting documents necessary hereto is subject to the Vendor granting access and in the event such access is not granted the Vendor shall reimburse the Purchaser all that payments made in advance for the clearance of doubt the property will be handed over upon the receipt of the third payments.

10. The vendor and his assignees shall insure that the premised shall remain vacant within 30 days from the date the 1st instalment of payment has been reflected in the Vendor's bank account and shall ensure the premised are made the vacant and surrounding environment is clean. Whereas the Vendor shall grant access to the Purchaser for doing preliminary design, site visiting and planning. Provided that the existing buildings and all the fixtures on the land should not be demolished until the full payment of the sale price is paid.

11. The Vendor shall further ensure that the premises remain vacant throughout the period, and vacant possession, provided that the Vendor shall do hand over of the property's keys, shall only be given to the Purchaser upon completion of the third instalment in full.

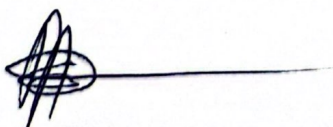
12. That before vacant and peaceful possession of the property to the Purchaser, the Vendor shall pay and clear any registered and unregistered encumbrances such as mortgage, lease, debenture, easement etc. Vendor shall also pay and clear all the rates, taxes, water bill, land rent, assessment, liabilities, and other outgoings where Parliamentary, Municipal, or otherwise imposed or charged upon the said property which arose prior before this sale agreement.

13. That by Purchaser shall be responsible to change land use from residential-to-Residential/commercial use within 30 days from the signing of this Sale agreement. Whereas the Vendor shall provide full cooperation associated with the land use change provided that the parties shall agree to negotiate on the additional timeframe on conducting the land use change after the lapse of provided days above.

14. The parties agreed that after changing the land use and obtain a new title showing such land use be converted to residential/commercial, the Purchaser shall initiate the title transfer process.

A handwritten signature in blue ink, consisting of a stylized, overlapping 'A' and 'B' shape, followed by a horizontal line extending to the right.

15. The parties agreed that the cost of conducting the land use change shall be paid by the Purchaser, whereas the other costs of conducting the transfer process shall be paid by the Purchaser.
16. The parties have agreed that on the whole process of changing the land use shall be done by the Purchaser, provided that the vendor shall cooperate on every stage of the process.
17. after the vendor, and his assignees cleared all registered and unregistered encumbrances, the rates, taxes, water bill, land rent, assessments, other pending liabilities, vacated and successful handover the property to the purchaser, the vendor shall not be liable for any unlawful act, loss of the properties, municipal levy and any other conduct that may arise in the area except if such duty is specifically stated under this agreement.
18. The Vendor hereby covenants with the Purchaser to pay, satisfy, or discharge all outgoing, all registered and unregistered encumbrances, or liabilities in respect of the property until vacant possession thereof shall have passed to the Purchaser and further undertakes to indemnify, compensate with compound interest to the Purchaser against all notices, proceedings, claims, fraud, default, breach and demands arising out of and in connection with or incidental to the breach by the Vendor of the terms and conditions herein contained.
19. That the Parties agree that the registration fees, consent fee, approval fee, and stamp duty shall be borne by the Purchaser who as per this agreement shall carry over all transfer processes. However, the vendor shall pay the capital gain tax and valuation fees.
20. The Purchaser reserves the right to make 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 from the relevant authorities.
21. In the event that the Purchaser detects any elements of fraud in connection with the said sale, the Purchaser shall have the full right to terminate the agreement and undertake necessary legal actions against the vendor to recover the already incurred costs including but not limited all the paid payments, compensation, reimbursement for the investment, together with the interest of Ten percent (10%) per month.
22. In the event either Party terminates this Agreement or the transaction envisaged under this Agreement, the offending Party shall compensate the Aggrieved Party.
23. That if Purchaser fails to transfer title within 90 days, the parties shall agree to negotiate on the additional timeframe on conducting the transfer process.



24. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement. Vendor hereby warrant that her family, children and husband consented, agreed and voluntary willing to the selling of the property.

25. AMENDMENTS

No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

26. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part thereof, or the right of any Party to enforce the provisions of this Agreement.

27. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

28. GOVERNING LAW

This Agreement shall be construed and governed in accordance with the Tanzanian laws.

29. JURISDICTION

Any dispute or difference which may arise between the parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of the competent authority in Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing;

SIGNED AND DELIVERED by
MARY EDWARD AMRI
in my presence this17.....
day ofMAY.....2025..... es Salaam

} 
VENDOR

BEFORE ME:

Name.....
Signature.....
Address.....
Qualification.....



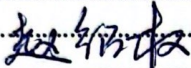
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SEALED with a COMMON SEAL of
CHIMELONG INVESTMENTS COMPANY LIMITED
in our presence this17... day of
.....MAY.....2025 at Dar es Salaam


THE PURCHASER



Name.....TANG JUN.....
Signature..........
Address.....
Qualification.....DIRECTOR.....

Name.....Zhao shao quan.....
Signature..........
Address.....
Qualification.....DIRECTOR.....

BEFORE ME:

Name.....YAMAMA.....
Signature..........
Address.....268.....
Qualification.....