

**SALE AGREEMENT**  
**BETWEEN**  
**YUSUFU SHABANI OMARI**  
**AND**  
**MBWANA HASANI MKENDA**  
**AND**  
**OU LUHUA AFRICA AGROCHEMICAL LIMITED**

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**IN RESPECT OF THE SALE OF UNSURVEYED LAND MEASURING EIGHT (8) ACRES LOCATED AT  
MBEBETINI AREA, NYAMATO WARD, MKURANGA DISTRICT IN COAST REGION**

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**DRAWN BY:**

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## SALE AGREEMENT

This **SALE AGREEMENT** is made on this 25<sup>th</sup> day of November, 2025.

### BETWEEN

**YUSUFU SHABANI OMARI , MBWANA HASANI MKENDA** adults, residents of Tanzania, with national IDS no 19810510151050000128,19800205615160000125 respectively (hereinafter called the "**Sellers**" which expression shall include and extend to persons deriving occupancy under the sellers, their successors and assigns) of the one part;

### AND

**OU LUHUA AFRICA AGROCHEMICAL LIMITED**, a limited by share Company incorporated in Tanzania, of Postal Office Box Number 38174 Dar es salaam Region, Tanzania (hereinafter called the "**Buyer**" which expression shall include and extend to persons deriving occupancy under the buyer, its successors and assigns) of the other part;

[Each, a "Party" and collectively, the "Parties"]

### WHEREAS:

- A. The Sellers are the joint owners of all that unsurveyed land measuring 8 acres located at Mbebetini area, Nyamato ward, in Mkuranga District in Coast region together with all the improvements (if any) therein (herein after referred as "**the Land/ property**").
- B. The Sellers have considered and agreed to sell the said land to the Buyer, and the Buyer has agreed to purchase the said Property on terms and conditions as hereinafter appearin

### NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

#### ARTICLE 1

##### 1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides:-

"Agreement" means this Sale Agreement between the Sellers and the Buyer leading to the sale of unsurveyed land measuring 8 acres located at Mbebetini area, Nyamato ward, in Mkuranga District in Coast region.

Seller's Initials

Buyer's Initials

Y. S. Omari  
M. H. Mkenda

"Parties" mean the signatories to this Agreement;

"Sale Price" means the amount of Tanzanian Shillings One Hundred twenty Million only (T.SHS. 120,000,000.00) payable to the Sellers by the Buyer as consideration for the purchase of the Farm;

TIC means Tanzania Investment Center.

1.2 The headings used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

**ARTICLE 2**

**2.0 LAND EARMARKED FOR SALE**

2.1 The Property to be sold to the Buyer is unsurveyed Land measuring 8 acres located at Mbebetini Area, Nyamato ward, in Mkuranga District in Coast region together with all the improvements therein (if any).

**ARTICLE 3**

**3.0 CONSIDERATION AND MODE OF PAYMENT**

3.1. The Sellers hereby sells, and the Buyer buys the Property described hereinabove free from any encumbrance in consideration of the Buyer paying the sum of **Tanzanian Shillings One Hundred Twenty Million (TSHS. 120,000,000.00) only** paid to the Sellers as consideration for the purchase of the said Property.

3.2. Provided that the Sale Price shall be paid to the Sellers by the Buyer on the date of the execution of this Agreement, in the bank account with the following details.

**Account No: 01J2008185900**  
**Account Name: YUSUFU SHABANI OMARI**  
**Bank Name: CRDB BANK,**  
**Branch: Ilala Branch.**

3.3 Upon payment, the Buyer shall issue proof of payment and Sellers shall issue an acknowledgement receipt upon confirmation that the monies have been received.

3.4 Upon payment of the sale price in full the Sellers shall hand over vacant possession of the property to the buyer and handover all the documentations in regards to the ownership of the land.

**ARTICLE 4**

**4.0 THE SELLER'S COVENANTS**

4.1 The Sellers hereby covenants to the Buyer as follows:

Seller's Initials                      *Y. S. O.*

Buyer's Initials                      *Y. S. O.*



6.1.2 Registration of the Buyer as the registered Lessee by the Tanzania Investment Center of the said land.

6.1.3 The Sellers has confirmed receipt of the full purchase price.

6.2 Other Covenants:

6.2.1 This Sale Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.

6.2.1 No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

6.3 Disbursements: The Parties hereby acknowledge and agree to pay all such amounts as may be assessed by the Government and / or Tanzania Revenue Authority as being government fees and / or taxation payable in relation to this transaction.

6.3.1 It is hereby agreed that the Buyer shall pay the survey, Registration and Consent Fees together with all TIC facilitation fees.

6.3.2 Unpaid Property Tax & Land Rent (if any), and any other taxes shall be solely borne by the Seller.

6.3.3 Each party shall be responsible for their Attorney's Fees.

**ARTICLE 7**

**7.0 NOTICE**

7.1 Any notice or demand hereunder may be duly given in writing to either party by delivering such notice either electronically or by hand of delivery.

7.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties addresses;

**FOR THE SELLER:**

**YUSUFU SHABANI OMARI**  
DAR ES SALAAM, TANZANIA  
PHONE:0784783040

**MBWANA HASANI MKENDA**

MKURANGA, TANZANIA  
PHONE: 00622006728

**FOR THE BUYER:**

OU LUHUA AFRICA AGROCHEMICAL LIMITED,  
P.O.BOX 38174, DAR ES SALAAM- TANZANIA

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

*Y. Shabani Omari* *MM*  
*OU Luhua Africa Agrochemical Limited*

EMAIL: 1305666555@qq.com  
PHONE: 0767387879

## ARTICLE 8

### 8.0 DISPUTE SETTLEMENT

Any dispute arising from or in connection with this Agreement shall be settled amicably following detailed written notice by one Party to the other describing such dispute between the Parties. If the Parties are unable to negotiate a solution to a dispute within fourteen (14) days, either Party may refer the dispute to the court of competent jurisdiction in the United Republic of Tanzania.

## ARTICLE 9

### 9.0 MISCELLANEOUS PROVISIONS

- 9.1 Each of the parties to this Agreement undertakes to take all steps necessary for its implementation and sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfil the object of this Agreement and in order to give full effect to its provisions.
- 9.2 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by the law.
- 9.3 This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and it replaces all other agreements, if any, in this regard.
- 9.4 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 9.5 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the **Laws of the United Republic of Tanzania.**
- 9.6 This Agreement is made and entered into in the English Language; and may be executed in several counterparts, which when executed shall constitute one Agreement, binding on both parties hereto.

**IN WITNESS HEREOF**, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner:-

**SIGNED and DELIVERED** by the said **YUSUFU SHABANI OMARI**  
who is known to me personally/ identified to me by **OA LUHUA**  
**AFRICA AGROCHEMICAL LIMITED**, in my presence

  
**SELLER**

**Seller's Initials** \_\_\_\_\_

**Buyer's Initials** \_\_\_\_\_

this 25<sup>th</sup> day of November 2025.

**SIGNED** and **DELIVERED** by the said **MBWANA HASSANI MKENDA** who is known to me personally/ identified to me by **OA LUHUA AFRICA AGROCHEMICAL LIMITED**, in my presence this 25<sup>th</sup> day of November 2025.

**MBWANA**  
**SELLER**

**BEFORE ME:**

Name: HAPPY HASHIM SAID  
Signature: [Signature]  
Qualification: **COMMISSIONER FOR OATHS**



**STAMPED** with a **STAMP** of the said **OA LUHUA AFRICA AGROCHEMICAL LIMITED** and **DELIVERED** in our presence this 25<sup>th</sup> day of November 2025.

.....  
**BUYER**

Name: .....  
Signature: [Signature]  
Qualification: **DIRECTOR**



Name: .....  
Signature: .....  
Qualification: **DIRECTOR**

**BEFORE ME:**

Name: HAPPY HASHIM SAID  
Signature: [Signature]  
Qualification: **COMMISSIONER FOR OATHS**

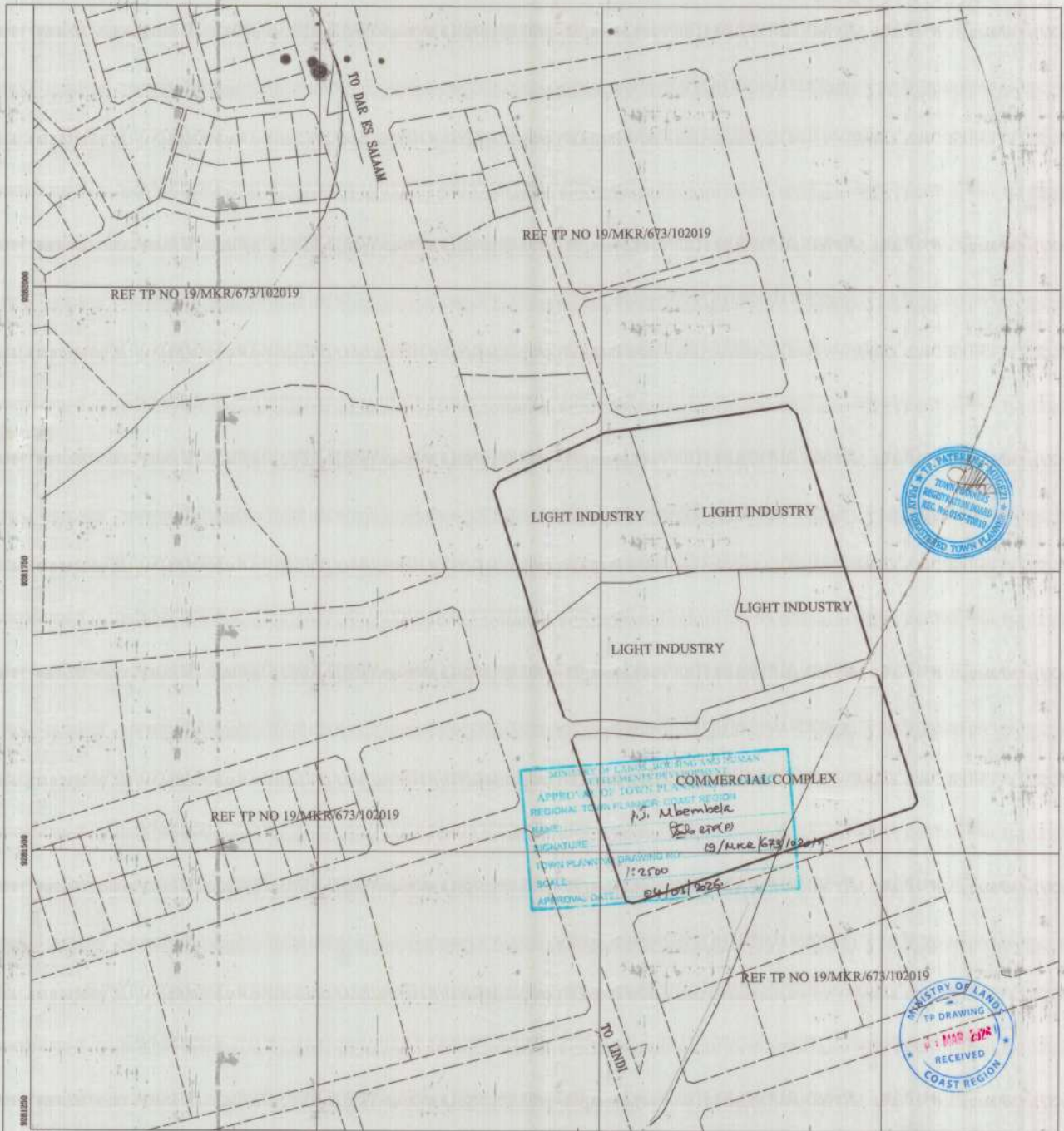


Seller's Initials

Buyer's Initials

[Handwritten initials]  
[Handwritten initials]



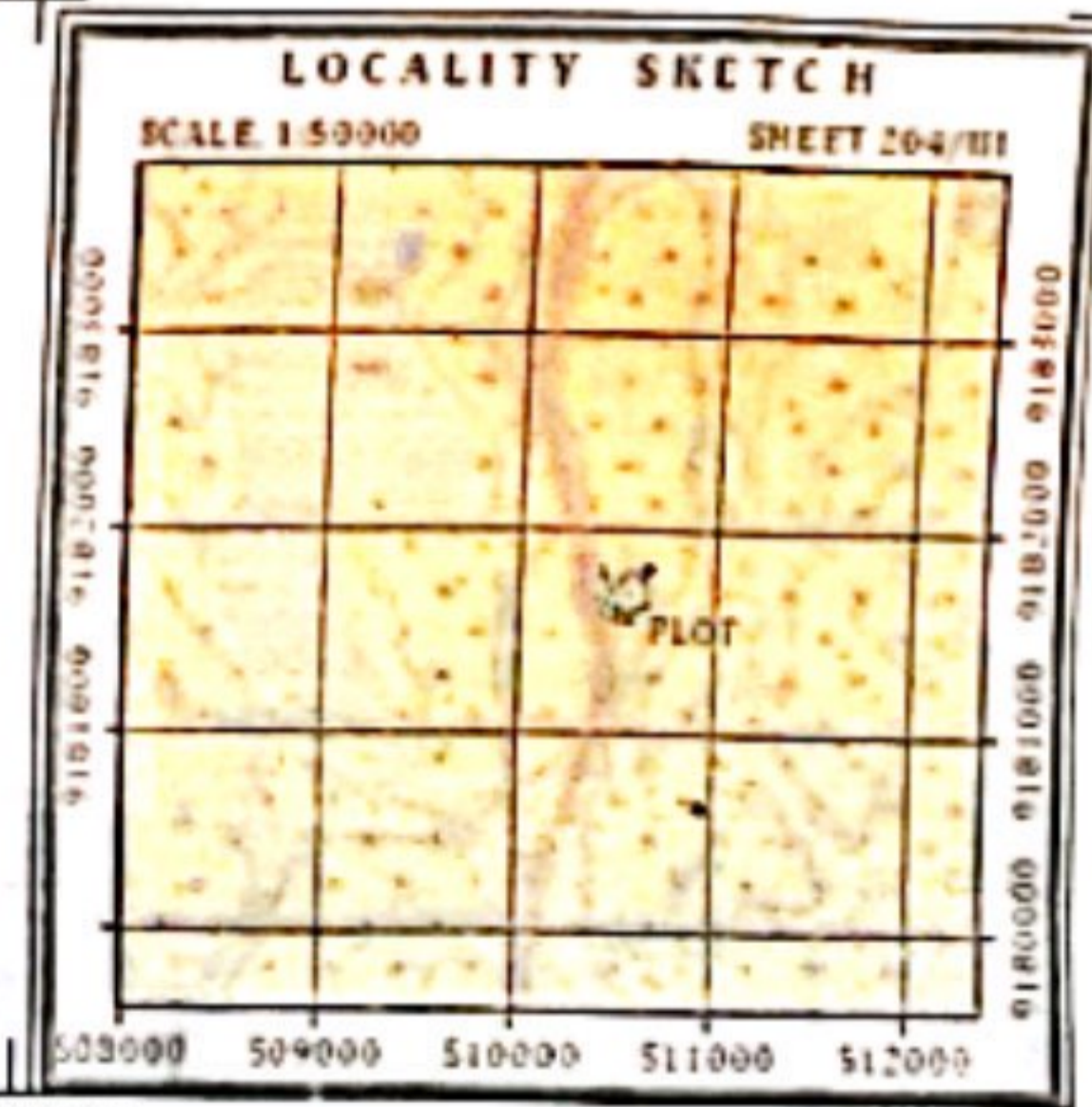
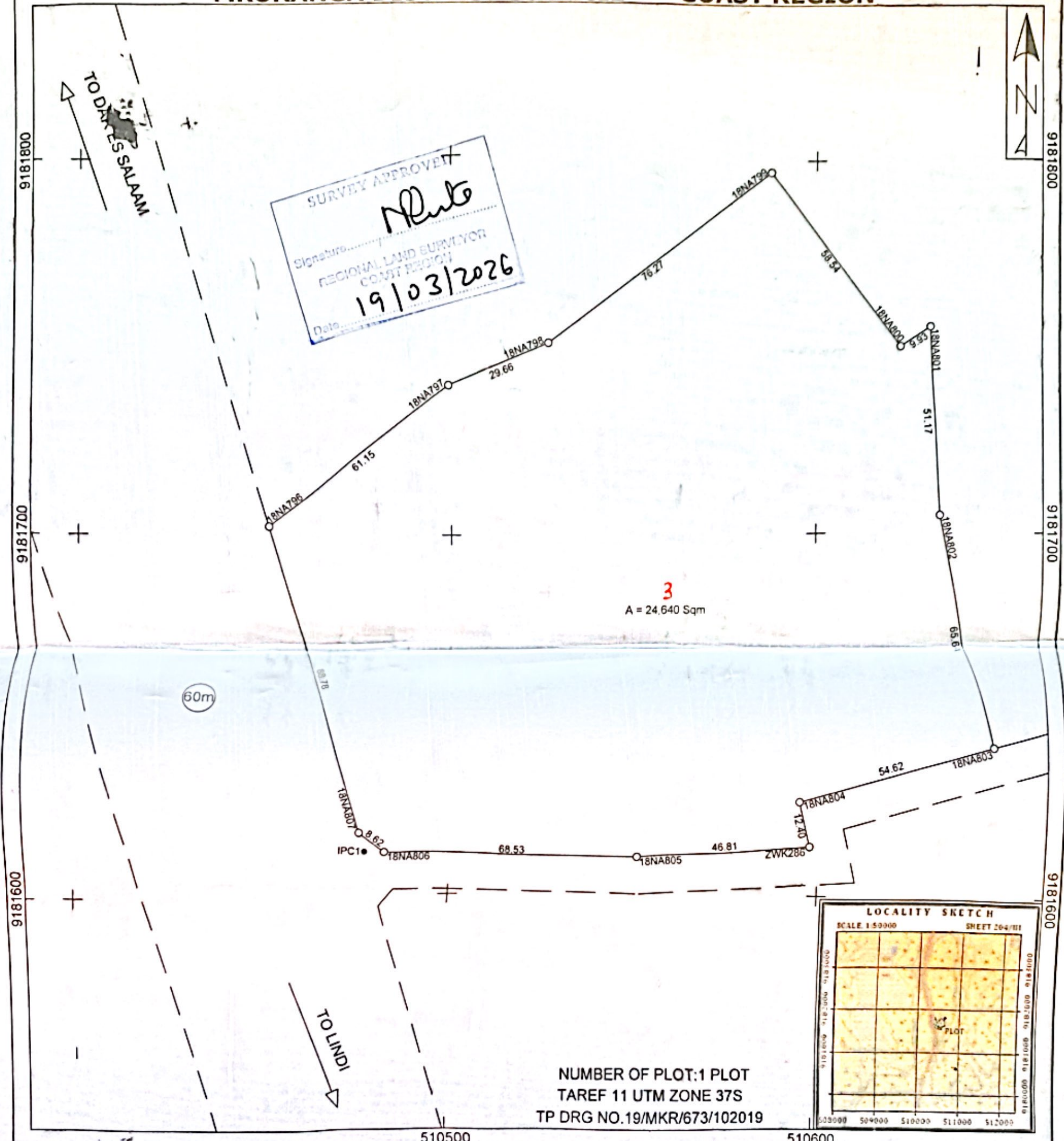


MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS  
 APPROVAL OF TOWN PLAN  
 REGIONAL TOWN PLANNER, COAST REGION  
 NAME: P.J. Mberemba  
 SIGNATURE: [Signature]  
 TOWN PLANNING DRAWING NO: 19/MKR/673/102019  
 SCALE: 1:2500  
 APPROVAL DATE: 04/03/2020



 SCALE 1:2,500 TP NO 19/MKR/673/102019	NO.	DIVISION	DATE	<b>AMENDMENT OF MVULEN GAPINFILL LAYOUT PLAN</b> MKURANGA DISTRICT COAST REGION MINISTRY OF LANDS, HOUSING & HUMAN SETTLEMENTS DEVELOPMENT DIVISION	Approved by: COAST REGION TOWN PLANNER	DESIGNED BY M SAMSON SUPERVISED BY P. MBEREMBA CHECKED BY CHECKED BY [Signature]
					P.J. Mberemba DATE 04/03/2020 DRAWN BY MBATASH	TP NO 19/MKR/673/102019

**SURVEY OF PLOTS No. ....<sup>3</sup>..... BLOCK .....<sup>C</sup>..... MVULENI  
MKURANGA DISTRICT COUNCIL - COAST REGION**



NUMBER OF PLOT: 1 PLOT  
TAREF 11 UTM ZONE 37S  
TP DRG NO. 19/MKR/673/102019

COMPS No. **E 366M**  
MP No. **204/11/11**  
S.T.D SHEET. **204/11**  
ACTION Cc. ....  
PLAN No. **E1366/414**

SCALE, 1:1000  
AMENDMENTS MADE BY:  
1. **Clehus A (Plot no) 18-03-2026**  
2. ....  
3. ....  
PHOTOSTAT COPIES SENT TO:  
1. ....  
2. ....  
3. ....

Plan drawn by Makamula YS.  
I hereby certify that the survey represented  
by this plan was carried out in accordance  
with the survey regulations.  
Date. **12<sup>th</sup>**/03/2026  
**MAMIDU M MGAYA**  
LICENSED LAND SURVEYOR  
GEOSPATIAL PARTNERS  
REGISTERED PLAN No. **220090**