

**AGREEMENT FOR SALE OF THE LANDED PROPERTY**

**BETWEEN**

**ZHU JINFENG**

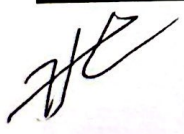
**AND**

**CHONGQING WANHU TANZANIA CO., LTD**

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**IN RESPECT OF THE PROPERTY LOCATED AT MWANAMBAYA VILLAGE,  
MKURANGA DISTRICT, COAST REGION**

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THIS AGREEMENT is made on the 10 day of 07, 2025.

**BETWEEN**

**ZHU JINFENG** a natural person with National Identification Number 19561001-15109-00002-25 and phone number 0758966666, whose address for the purpose of this Agreement shall be P.O Box 42450, Dar es Salaam (hereinafter called the “**Vendor**”) which expression shall where the context so admits include and extend to persons deriving title under the **Vendor**, its successors and assigns) of one Part;

**AND**

**CHONGQING WANHU TANZANIA CO., LTD** a company registered under the Companies Act, Cap. 212 whose address for the purpose of this Agreement shall be Nearby Palm Village, Mikocheni, Kinondoni District, Dar es Salaam (hereinafter referred to as “**Purchaser**”) which expression shall where the context so admits include and extend to persons deriving title under the **Purchaser**; her successors and assigns) of the other Part.

collectively shall be referred to as “**Parties**”, and individually as “**Party**”.

**WHEREAS**

- i. The **Vendor** warrants that, he is the legal owner of the land located at Mwanambaya Village, Mkuranga District, Coast Region with all the exhausted or unexhausted improvements, developments and appurtenances (hereinafter referred as “the Property”).
- ii. The **Vendor** is desirous of selling the said Property to the **Purchaser** and the **Purchaser** is desirous of purchasing the Property free from any encumbrances, liens, charges, or mortgages whatsoever and upon such terms and conditions as are hereinafter set forth.
- iii. The **Vendor** is willing and has such capacity and ready to sell the Property to the **Purchaser** in accordance with the terms and conditions set forth herein.

- iv. The **Purchaser** has accepted the offer from the **Vendor** and has satisfied all terms and conditions of the Offer with the **Vendor's** verification.
- v. The Parties have mutually negotiated and agreed on the terms of sale as well as the registration of title deed of the Property and have agreed to have the Property registered under the Purchaser per the conditions as stated herein.

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1.0 The Sale**

1.1 That the **Vendor** hereby sells to the **Purchaser** and the **Purchaser** hereby buys from the **Vendor** the Property subject to the fulfilment of the covenants herein contained and subject to the terms and conditions under which the said Property was held by the **Vendor** before this Agreement.

1.2 The **Vendor** is desirous and agrees to sell to the **Purchaser** herein a piece of land measured 12 (twelve) acres of land located in Mwanambaya area, Mkuranga, a coastal area, and the **Purchaser** agrees to purchase the **Vendor's** property, along with the boundaries and orientations determined based on the agreed-upon size, measurement, and dimensions. Parties herein agree that any deviations exceeding 3% of the total area will be calculated based on the average price per acre.

1.3 The dimensions of the Property are described as follows:

- (a) North dimensions alongside Kasto
- (b) South dimensions alongside the Road
- (c) East dimensions alongside the Road
- (d) West dimensions alongside Juma Awadhi

**2.0 The Consideration**



2.1 The parties herein agree that the total purchasing price shall be Tanzanian Shillings. The total purchasing price is ~~1,012,800,000~~ Tanzania Shillings (excluding VAT) and is converted into US \$407,600. The purchasing price includes costs associated with the acquisition of title certificates and change of purpose of land use.

2.2 The **Purchaser** shall pay the **Vendor** the Purchase Price in full within Ten (10) days after signing of this Agreement. The total Purchase Price shall be paid to the **Vendor** in the bank account detailed below:

**Account number:** 015 271 778 7700

**Account name:** ZhuJinFeng

**Bank:** CRDB Bank

### 3.0 Conditions for sale

3.1 The **Vendor** shall provide all the relevant documents to the **Purchaser** upon signing of this Agreement including the village sale agreement, land sale agreement and assist in processing of the title deed. The **Vendor** shall provide the village sale agreement to the **Purchaser** within seven(7)days after receiving the full payment.

3.2 The **Vendor** shall change the use of the Property to industrial use before the transfer of the Property to the **Purchaser**. The cost for the change of use shall be borne by the **Vendor**.

3.3 Each party shall also be liable to pay their own costs and taxes if any.

3.4 The parties herein agree that the **Vendor** should assist the **Purchaser** in obtaining the legal certificate of title deed with regard to the property in the due time and manner.

### 4.0 TERMS OF PURCHASE

4.1 The **Vendor** shall cooperate with the **Purchaser** to obtain certificate of title within six (6) months upon signing of this Agreement. In the event the **Vendor** failed to complete the



transfer within stipulated timeframe, the **Vendor** shall be subjected to a penalty at a rate of 0.5% each day of delay. Any delay not caused by the **Vendor** shall not be subject to the penalty. if the **Vendor** failed to get the said title within eight(8)months from the date of the first payment, the **Purchaser** have the right to cancel the contract and demand refunding all the monies paid without deducting any amount from the **Vendor** and demand 20% of the contract value as compensate. The eight months shall not include any delay caused by the **Purchaser** or any other reason caused by force majeure. The **Vendor** shall ensure that all encumbrances are removed from the Property before commencement of the registration process.

- 4.2 The Parties in this Agreement shall reserve the right to be indemnified by each of them for any delays of the completion of the process.
- 4.3 The **Vendor** shall immediately upon signing of this Agreement hand over certified copies of the original documents, village sale agreement, and any other relevant documents for the above-mentioned Property as well as all related documents to the or respective authorities for purposes of commencing with registration of the title deed with the **Purchaser**.
- 4.4 The **Vendor** shall provide vacant possession and handover the Property to the **Purchaser** upon signing of this Agreement.
- 4.5 The performance of this Agreement by the **Purchaser** shall be subject to the **Vendor** supplying all the documents required for the transfer process and confirmation by the **Purchaser** as follows: -
- (a) Original documents evidencing the Property.
  - (b) Introduction letters from the local government leaders as the owner of the Property.
  - (c) Village sale agreement.
- 4.6 For the purposes of enabling the registration of the title deed for the Property in the name of the **Purchaser**, the **Purchaser** shall provide the following documents to the **Vendor**:
- (a) Certificate of incorporation
  - (b) Business license
  - (c) Any other necessary documents required by the Registrar of Title to effect the transfer.



4.7 Both Parties understand that the completion of this Agreement is subject to the passing of the due diligence test and obtaining the approval for registration from the Commissioner of Lands (the **Commissioner**), in the event the Parties fail to obtain the approval of the Commissioner, the entire transaction shall be cancelled, and the **Vendor** shall be required to pay the **Purchaser** all the monies paid without deducting any amount. If by any chance the transaction is not completed or the **Purchaser** does not end up with the Title Deed of the area under his name, then the Purchase Price paid shall be refunded to the **Purchaser** by the **Vendor** within thirty (30) days. The **Purchaser** have the right to demand 10% contract value as compensate.(except force majeure like the government expropriate)

4.8 The **Purchaser** reserves the right to conduct due diligence on the Property through a third party and the **Vendor** shall provide full cooperation during the process.

4.9 The **Vendor** shall pay and indemnify the **Purchaser** any cost that the **Purchaser** will incur in relation to any future disputes that will arise on the Property in relation to the ownership of the land by the **Vendor** even after the issuance of the Title Deed in the name of the **Purchaser**. The **Vendor** shall be liable to pay the Purchaser compensation against any legal disputes or suits raised against the Purchaser originating from the ownership of the Property by the **Vendor** or by any person with a dispute about the ownership of the Property by the **Vendor**. The same shall include but not limit legal fees and any compensation that must be made by the **Purchaser**.

4.10 The Property sold is unsurvey and the **Vendor** shall facilitate the process of obtaining the Title Deed.

#### 5.0 VACANT POSSESSION AND PROCESSING OF THE TITLE DEED

5.1 The **Vendor** undertake to obtain title deed on the Property in the name of the Purchaser.

5.2 The **Vendor** shall immediately upon signing this Agreement handover the original documents for the Property proving the ownership of the Property by the **Vendor**, village sale agreement and any other documents that will facilitate registration of Title.



5.3 The **Vendor** warrants that the Property has no encumbrances. However, at any moment in time, the **Purchaser** encounters any encumbrances, the **Vendor** warrants further that the same shall be removed before the commencement of the registration process.

5.4 The Parties mutually agree that Vacant possession and the handover of the documents shall be done per the terms of clause 5.2 hereinabove.

## 6.0 APPROVAL OF THE COMMISSIONER FOR LANDS

6.1 The registration of the title deed envisaged under this Agreement and any other terms and conditions contained under this Agreement are subject to and conditional upon the grant of the Commissioner's approval for the registration of the title of the Property and consent being obtained.

6.2 The **Purchaser** shall jointly work with the **Vendor** during the process of land surveying to the registration of the title deed in the name of the Purchaser by the Registrar of Titles.

## 7.0 FAILURE TO OBTAIN THE COMMISSIONER'S CONSENT

7.1 If the Commissioner's approval and/or consent for the registration of the title deed is not granted, either Party may then terminate this Agreement effectively after the refusal has been communicated to the Parties.

7.2 In case of termination of this Agreement under the terms of this clause, neither the **Vendor** nor the **Purchaser** shall be treated as in breach of this Agreement. The Purchaser have the right to demand 10% of the contract value as compensate(except force majeure like the government expropriate)

7.3 As a consequence of the Commissioner's refusal to give consent, the **Vendor** shall, within Thirty (30) days after such a refusal has been realised, return the Purchase Price by the **Purchaser**.

7.4 All other payments made by each of the Parties in respect of fees, duties and incidental costs will be at each Party's cost.



## 8.0 GENERAL COVENANTS

- 8.1 This Agreement constitutes a legal, valid and binding obligation of the Parties and is enforceable against each Party per its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium and other similar laws affecting creditors' rights or remedies generally.
- 8.2 The **Purchaser** shall be responsible for all outgoings and liabilities of the Property from the date of delivery of possession of the Property by the **Vendor**.

## 9. COVENANTS BY THE VENDOR

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

- 9.1 He has the power to enter and perform the obligations under this Agreement;
- 9.2 He has full authority to sell, transfer and dispose of the Property and it has a good and subsisting right, and interest, and has full powers to sell, grant, convey, assign or otherwise dispose of the Property in the manner herein provided.
- 9.3 he 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 its 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.
- 9.4 The entry into and performance of this Agreement and the transactions contemplated hereby, the vendor warrant the purchaser that the property is not subjected to any conflict with any law or regulation or any official or judicial order to which the **Vendor** is subject.
- 9.5 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. The **Vendor** do hereby warrant the **Purchaser** that any dispute that will evolve as the results of any existing ongoing dispute and the **Purchaser** incurred any loss, the **Vendor** will have to compensate the **Purchaser** to the effect.

- 9.6 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 above;
- 9.7 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.
- 9.8 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.
- 9.9 The **Vendor** hereby unconditionally and irrevocably confirms and warrants that as of 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 **Vendors** hereby further irrevocably and unconditionally warrant and confirm that no person other than the **Vendor** has any ownership right or title to the Property and the Property has not been and will not be allocated to any other person.
- 9.10 He shall assist the Purchaser to establish external power supply channel in the Property.

## 10. COVENANTS BY THE PURCHASER

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

- 10.1 it has the power to enter 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 per 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; and
- 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.

#### 11.0 NON-ASSIGNMENT OF THIS AGREEMENT

This Agreement is exclusive to the Parties and the Parties shall not 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 the non-assigning Party.

#### 12.0 MISREPRESENTATIONS

Save for the representations and warranties stipulated above, and what is expressly agreed under this Agreement, the Parties acknowledge that no statement or representation, whether



oral or written, which may previously have been made to them or any person concerned on their behalf has induced the Parties to enter into this Agreement.

### **13.0 CONTINUATION OF THIS AGREEMENT AFTER THE COMPLETION**

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

### **14. COSTS**

#### **14.1 General costs:**

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

#### **15.1. The Stamp Duty, Capital Gains Tax and other duties and fees**

15.1.1. The stamp duty shall be paid by the **Purchaser**.

15.1.2. The capital gains and registration fee of the property shall be paid by the **Vendor**.

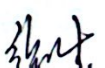
### **16.0. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

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

16.2. This Agreement may be executed in Five (5) counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement, and each party shall be entitled to One (1) copy.

16.3. 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.

16.4. Before the institution of a suit as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, amicably. If any such dispute, controversy,



or claim ("Dispute") between the Parties is not resolved within thirty (30) days from the date such notice is issued by the aggrieved Party, such Party will be entitled to institute a suit in a competent court of law.

#### **17.0. CONFIDENTIALITY**

17.1. 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. All confidential information provided by a Party hereto shall be used solely to facilitate the sale under this Agreement and, except as may be required in carrying out the terms of this Agreement.

17.2. Neither Party may disclose information arising from or in connection with this Agreement save where required by law to any third party with the prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

#### **18.0. FORCE MAJEURE**

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.

#### **19.0. SEVERABILITY**

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 the commercial basis of 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.

## **20.0. NOTICES:**

Any notice or demand hereunder may be duly given to either party by E-mail properly addressed to the addresses herein below written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes Seven (07) working days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.

### **To the Vendor:**

**Contact Person:** Zhu JinFeng  
**Address:** Plot No.4 Minazini street Dar-es-salaam  
**Tel:** 0758966666  
**Email:** songgaoke@gmail.com

### **To the Purchaser:**

**Contact Person:** Zhang Hansheng  
**Address:** P.O. Box .25630., Dar es Salaam  
**Tel:** 0788131620  
**Email:** zhanghansheng\_wh@163.com



## 21.0. SOLE CONTRACTUAL RELATIONSHIP

21.1. The Parties hereto acknowledge that this Agreement contains the entire Agreement between them including terms, conditions, stipulations, warranties and/or representations.

21.2. This Agreement is an independent and does not bind the Parties to sell or buy the Property.

21.3. No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced in writing under the hands of the Parties hereto.

## 22.0. TERMINATION

22.1. This Agreement shall be terminated only upon issuance of thirty (30) days written notice of an intention to terminate, upon the breach of any fundamental covenant or obligation by either of the Parties as stated herein and such instances shall include but not limited to.

- (a) failure to acquire the Commissioner's consent/approval for the contemplated registration of title deed as stipulated in clause 6.0 herein;
- (b) the death or insolvency of either of the Parties to this Agreement;
- (c) where either Party fails to meet any of their respective obligations under this Agreement;
- (d) the occurrence of instances of Force Majeure for a period of more than thirty days;  
or
- (e) by mutual agreement by the Parties.

22.2. Provided that upon the termination of this Agreement as a result of the provisions of clause 22.1 of this Agreement, the Vendor shall reimburse Purchaser the purchase price payable within thirty (30) working days of termination of this Agreement.

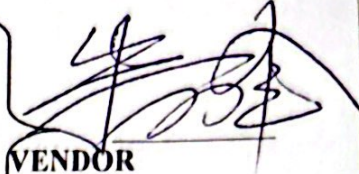


IN WITNESS WHEREOF, the Undersigned parties have executed this Agreement as of the day and year first written above

**THE VENDOR**

SIGNED and DELIVERED by the said  
ZHU JINFENG at Dar es Salaam who is known  
To me personally/ identified to me by

this 10 day of 07 2025

  
VENDOR



Before me:

Name: HADIJA MSHANGAMA

Signature: 

Postal Address 543 DAR ES SALAAM

Qualification: Advocate/Commissioner of Oaths/Notary Public



**THE PURCHASER**

SIGNED and DELIVERED by the said  
CHONGQING WANHU TANZANIA CO., LTD  
at DAR ES SALAAM in our  
presence this 10 day of 07 2025

  
PURCHASER

Name: 张江生

Title: Director/Secretary

Signature: 

Date: 10.07.2025

Name: \_\_\_\_\_

Title: Director/Secretary

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Before me:

Name: HADIJA MUHANGAMA

Signature: 

Postal Address 543 DAR ES SALAAM

Qualification: Advocate/Commissioner of Oaths/Notary Public





