

**THE LAND ACT NO.4 OF 1999**

**SALE AGREEMENT**

**BETWEEN**

**TANGA CITY COUNCIL**

**AND**

**NANFANG BUILDING MATERIALS COMPANY LIMITED**

**CONCERNING THE SALE OF INDUSTRIAL PLOT SITUATED ON A  
PARCEL OF LAND BEING PLOT NUMBER 630 BLOCK "N", PONGWE  
PINGONI LOCATED AT PONGWE, TANGA CITY COUNCIL**

## SALE AGREEMENT

This **SALE AGREEMENT** is made this 23<sup>th</sup> day of APRIL 2025

### BETWEEN

**Tanga City Council** a city council located in Tanzania Mainland with its offices at Tanga and of Postal Office Box Number 178, Tanga Region, Tanzania, (hereinafter called the "**Vendor**") of the one part;

### AND

**Nanfang Building Materials Company Limited**, a Limited liability Company incorporated in Tanzania, of Postal Office Box Number 1560, Tanga Region, Tanzania (hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving ownership under the Vendor, its successors and assigns) of the other part;

### PREAMBLE

#### WHEREAS:

- A. The Vendor is the owner of the land Plot No **630** block "**N**" situated on Pongwe – Pingoni, Tanga City Council.
- B. The Vendor has considered and agreed to sell and transfer the said parcel of land to the Purchaser and the Purchaser has agreed to purchase the said parcel of land on terms and conditions as hereinafter appearing.

### 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 Vendor and the Purchaser leading to the transfer of a parcel of land comprised Plot No **630** block "**N**" situated on Pongwe-Pingoni, Tanga City Council.

"Parties" mean the signatories to this Agreement;

"Purchase Price" means the number of **Tanzanian Shillings Forty six million, One Hundred Sixty Thousand**

*Vendor's Initials* ....., ..... 1

*Purchaser's Initials* ....., .....

**Tanzanian Shillings (T.SHS. 46,160,000.00)**  
**only** payable to the Vendor by the Purchaser as  
consideration for the purchase of the Property;

"T.SHS" means Tanzanian Shillings, the currency of the  
United Republic of Tanzania;

- 1.2 References to the singular include, when the context so admits,  
references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender  
and vice-versa and words importing persons shall include companies.
- 1.4 The headings as 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**

- C. The Property to be sold to the Purchaser is a parcel of land being Plot  
No 630 block "N" situated on Pongwe - Pingoni, Tanga City Council.

## **ARTICLE 3**

### **3.0 CONSIDERATION AND MODE OF PAYMENT**

- 3.1. In consideration of the Purchaser paying the sum of **Tanzanian  
Shillings Forty-Six Million, One Hundred Sixty Thousand  
Tanzanian Shillings (TSHS. 46,160,000.00)** only payable to the  
Vendor as consideration for the purchase of the parcel of land described  
hereinabove to, free from any encumbrances.
- 3.2. Provided always that the Purchase Price shall be paid by the Purchaser  
to the Vendor in one installment.

## **ARTICLE 4**

### **4.0 THE VENDORS' COVENANTS**

- 4.1 The Vendor hereby covenants to the Purchaser as follows:
  - 4.1.1 The Vendor shall, upon payment of all required money,  
assist in the process of granting the Title Deed of the plot.
  - 4.1.2 That the Vendor hereby agrees to provide a Letter of  
Introduction to the Tanzania Investment Centre (TIC) to  
facilitate the Purchaser's registration, investment

*Vendor's Initials* ....., .....

2

*Purchaser's Initials* ....., .....



facilitation, and compliance with all applicable investment requirements in Tanzania.

## ARTICLE 5

### 5.0 THE VENDOR WARRANTIES

5.1 The Vendor hereby warrants to the Purchaser as follows:

5.1.1 The Vendor has good marketable title to the parcel of the land and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.

5.1.2 That the land has never been allocated to another person before.

## ARTICLE 6

### 6.0 THE VENDOR'S AND PURCHASER'S COVENANTS

6.1 The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:

6.1.1 Title deed has been approved by the Commissioner of Lands or his appointee.

6.1.2 Registration of the Purchaser as the registered owner of the said Right of Occupancy.

## ARTICLE 7

### 7. NOTICE

7.1 Any notice or demand hereunder may be duly given to either party by prepaid post letter or hand delivery by dispatch and duly acknowledge.

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 VENDOR:**  
P.O.BOX 178 TANGA

**FOR THE PURCHASER:**  
P.O.BOX 1560, TANGA

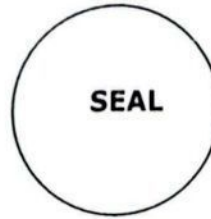
*Vendor's Initials ....., .....*

3

*Purchaser's Initials ....., .....*



SEALED with a COMMON SEAL of the said  
~~ANFANG BUILDING MATERIALS~~ <sup>COMMON</sup> LIMITED, and  
DELIVERED in our presence this 23<sup>th</sup> day  
of APRIL 2025.



**PURCHASER**

NAME: CHEN RUFENG

SIGNATURE: 陈如丰

QUALIFICATION: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

NAME: YANG GUOJING

SIGNATURE: 杨国景

QUALIFICATION: \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

Vendor's Initials .....

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Purchaser's Initials .....



CRDB BANK PLC  
CASH DEPOSIT/WITHDRAWAL FORM  
FOMU YA KUWEKA/KUTOA FEDHA TASLIM

Date/Tarehe

Branch/Tawi

Account Number  
Namba ya Akaunti

2025-04-12 10:53:03

Account Holder's Name  
Mzee J. Mwanjaye Akaunti

Mzee J. Mwanjaye Akaunti

U15U456363SUU

UEFG LANGACU

Deposit/Withdrawal  
Kuweka/Kutoa

Cheque and Cheque  
Kwacha au kina au fedha



Transaction No.  
UEFG PAYMENTS

Tsh 4,000,000.00 TZS

CR

Signature/Sahihi

FBA10017444445A1

Name: NAME ANO BUILDING MATERIALS COMPANY

Mobile: 255100000000

Customer Name  
Bill No. 002700200205

Provider: Tanga City Council

Email: default@tausi.go.tz



Description of Payment (Mwongozo wa Maudhui)  
This receipt is valid only if printed, signed by the customer, countersigned and stamped by the bank.