

**-LAND SALE AGREEMENT-
MKATABA WA MAUZIANO YA ARDHI**

**MADE BETWEEN;
KATI YA;**

LORD HERIEL ULOMI

And/Na

TANZANIA RUIWANDA CO. LTD

And/Na

QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED

**FOR THE SALE OF LANDED PROPERTY (UNSURVEYED) LOCATED AT
JONUG'HA STREET, ZOGOWALE WITHIN KIBAHA IN COAST REGION.**

*(Kwa Mauziano ya shamba (hakijapimwa) kilichopo Mtaa wa Jonug'ha, Zogowale,
Kibaha- Pwani)*

DRAWN BY:



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LAND SALE AGREEMENT

MKATABA WA MAUZIANO YA SHAMBA

(THIS AGREEMENT is made this 07 day of July 2025)
(Mkataba huu umefanywa Leo tarehe _____ mwezi _____ 2025)

**By and Between;
Baina ya;**

1. LORD HERIEL ULOMI, holder of Citizen Identity Card No. **19660510-12109-00004-23**, of Kibaha, Coast Region, herein referred to as **“SELLER”**,

LORD HERIEL ULOMI, mwenye Kitambulisho cha Raia Namba 19660510-12109-00004-23, cha Kibaha, Mkoa wa Pwani, kinachojulikana hapa kwa jina la “MUUZAJI”.

AND/NA

2. QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED, kampuni iliyosajiliwa chini ya sheria za Jamhuri ya Muungano wa Tanzania, anuani yake ni SLP Dar es salaam (Ambaye katika Mkataba huu atajulikana na kutambulika kisheria kama **“MNUNUZI”**).

QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED, a company registered under the laws of the United Republic of Tanzania, its address is P.O. Box Dar es Salaam (Who in this Agreement shall be known and legally recognized as the “BUYER”).

AND/NA

3. TANZANIA RUIWANDA CO. LTD, kampuni iliyosajiliwa chini ya sheria za Jamhuri ya Muungano wa Tanzania, anuani yake ni SLP Dar es salaam (Ambaye katika Mkataba huu atajulikana na kutambulika kisheria kama **“MNUFAIKA”**).

TANZANIA RUIWANDA CO. LTD, a company registered under the laws of the United Republic of Tanzania, its address is P.O. Box Dar es Salaam (Who in this Agreement shall be known and legally recognized as the “BENEFICIARY”).

AMBAPO/ WHEREAS:

A. Bila **shuruti** wala **vitisho** pande zote tatu zimeridhia na kwa masharti ya Mkataba huu kwamba **Muuzaji na Mnufaikaji** wanania thabiti ya kuuza shamba, na **MNUNUZI** ana nia thabiti ya kununua shamba hilo.

Without coercion or threats, all three parties have agreed and on the terms of this Agreement that the Seller and the Beneficiary have a firm intention to sell the land, and the BUYER has a firm intention to purchase the land.

AMBAPO SASA INASHUHUDIWA KUWA/ AND THEREFORE IT IS WITNESSED HEREUNDER: -

1. **MUUZAJI** kwa umiliki binafsi ni Mmiliki wa hasiri wa shamba ambalo halijapimwa lililopo Mtaa wa Jonug'ha, Zogowale, Kibaha, Mkoa wa Pwani, Lenye ukubwa wa kukadiliwa kuwa ekari 3.2 ambao utathibitishwa kwa upimaji mpya utakaofanyika na pande zote tatu.

The SELLER is the sole owner of an unsurvey plot of land located at Jonug'ha Street, Zogowale, Kibaha, Coast Region, with an estimated area of 3.2 acres which will be confirmed by a new survey to be conducted by all three parties.

2. **Muuzaji** anathibitisha kuwa alishaliuza shamba hili kwa **TANZANIA RUIWANDA CO. LTD** mnamo tarehe 31/08/2019 na kupokea malipo yote kihalali na hakukuwa na deni lolote kwenye shamba hilo.

The vendor confirms that he sold this farm to TANZANIA RUIWANDA CO. LTD on 31/08/2019 and received all payments legally and there was no debt on the farm.

3. **TANZANIA RUIWANDA CO. LTD** akiwa kama mnufaikaji kwenye mkataba huu anakubali kuhamisha haki zake zote za umiliki wa shamba hili kwenda kwa **QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED** ambae atatambulika kama mnunuzi mpya.

TANZANIA RUIWANDA CO. LTD as the beneficiary of this contract agrees to transfer all its rights of ownership of this land to QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED who will be recognized as the new buyer.

4. **Muuzaji** anathibitisha kuwa hana haki yoyote kwenye uhamishaji umiliki na haki ya shamba hili kutoka kwa **TANZANIA RUIWANDA CO. LTD** (Mnufaika) kwenda kwa **QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED** ambaye ndio mnunuzi mpya na hatopokea pesa yoyote wala kuwa na deni lolote kwa mnunuzi mpya katika uhamishaji huu wa umiliki.

The Seller confirms that he has no right whatsoever in the transfer of ownership and title of this land from TANZANIA RUIWANDA CO. LTD (Beneficiary) to QIANGREEN NEW MATERIAL TECHNOLOGY CO. LIMITED who is the new buyer and will not receive any money or have any debt to the new buyer in this transfer of ownership.

5. **MUUZAJI** anathibitisha umiliki wake wa awali ambao umethibitishwa na viongozi wa Serikali ya Mtaa wa Jonug'ha, Zogowale, Kibaha Mkoa wa Pwani, kupitia barua zilizoambatanishwa katika mkataba huu na yenyewe kuwa sehemu ya mkataba huu.

The SELLER confirms his/her original ownership which has been confirmed by the leaders of the Jonug'ha Local Government, Zogowale, Kibaha, in Coast Region, through the letters attached to this contract and which themselves form part of this contract.

6. **Mipaka yake ni kama ifuatavyo;**

Mashariki: Village Road & Beatrice Yohana Mani & Diana Mbena

Magharibi: Amina Ndimewa

Kaskazini: Mage Kudne, Glory Livingston & Sengasu

Kusini: Village Road, Marya G Mgosi, Francis Chacha & Zena P Kabuji

The boundaries of the said farm are;

Eastern: - Village Road & Beatrice Yohana Mani & Diana Mbena

Western: - Amina Ndimewa

Nothern; - Mage Kudne, Glory Livingston & Sengasu

Southern: - Village Road, Marya G Mgosi, Francis Chacha & Zena P Kabuji

7. **MUUZAJI NA MNUFAIKAJI** watathibitisha mipaka iliyotajwa hapo juu kwenye kipengele namba 6 cha Mkataba huu kwa kuwasilisha form ya kuhakiki mipaka iliyosainiwa na uongozi wa Mtaa pamoja na majirani anaopakana nao.
The SELLER and the BENEFICIARY shall verify the boundaries mentioned above in clause 6 of this Agreement by submitting a boundary verification form signed by the local authority and the adjoining neighbours.
8. **MNUFAIKAJI NA MUUZAJI** wanakubaliana na **MNUNUZI** kuwa watalipa, kutimiza, au kuondoa madeni yote yaliyosajiliwa au hayakusajiliwa, au wajibu wowote unaohusiana na shamba hilo hadi umiliki halali wa mali hiyo utakapo hamishiwa kwa Mnunuzi, na zaidi anakubali kulipa fidia kwa Mnunuzi dhidi ya notisi zote, mashauri, madai, udanganyifu, makosa, uvunjaji wa mkataba na madai yoyote yanayotokana na au kuhusiana na au yaliyo sambamba na uvunjaji wowote wa masharti na vigezo vya mkataba huu uliofanywa na Muuzaji.
The Beneficiary and the Vendor agrees with the BUYER that they will pay, discharge, or discharge all registered or unregistered debts, or any obligations relating to the said land until the legal ownership of the said property is transferred to the Buyer, and further agrees to indemnify the Buyer against all notices, suits, claims, frauds, errors, breach of contract and any claims arising out of or in connection with or incidental to any breach of the terms and conditions of this contract by the Seller.
9. **MUUZAJI** anakubali kuuza shamba kwa **MNUNUZI** kwa bei ya shilingi za **Kitanzania 206,457,725/=**, ambapo **MUUZAJI** anakubali kuwa pesa hiyo yote ilipwe moja kwa moja kwa Mnufaikaji **TANZANIA RUIWANDA CO. LTD.**
The SELLER agrees to sell the land to the BUYER for the price of Tanzanian shillings 206,457,725/=, whereby the SELLER agrees that all such money shall be paid directly to the Beneficiary TANZANIA RUIWANDA CO. LTD.

10. MUUZAJI anaridhia Mnufaikaji alipwe kiasi hicho tajwa kwa njia ya malipo ya pesa taslimu au kwa njia ya bank kupitia akaunti ya bank ya nambakwa jina la

The SELLER agrees to pay the Beneficiary the said amount by way of cash payment or by bank transfer through the bank account of number in the name of

11. Kwamba MUUZAJI na MNUFAIKAJI wanaahidi kushirikiana na Mnunuzi kwa kutoa ushirikiano pindi utakapoitajika katika hatua zote za kuomba matumizi ya ardhi kuwa eneo la viwanda, hatua za upima na umilikishwaji wa ardhi tajwa.

That the SELLER and the BENEFICIARY promise to cooperate with the Buyer by providing cooperation when required in all stages of applying for the use of land as an industrial area, the measurement steps and the ownership of the said land.

12. MUUZAJI NA MNUFAIKAJI wanaahidi kuwa katika kutekeleza matakwa ya mkataba huu, kuanzia leo na kuendelea **shamba** hilo na **vilivyomo** vyote ni mali ya **MNUNUZI**. Vilevile Mnunuzi atatakiwa kusafisha shamba hili na kuendelea kutafuta vibali husika mara baada ya kusaini makubaliano haya.

The SELLER and the BENEFICIARY promise that in carrying out the terms of this agreement, from today onwards the land and all its contents are the property of the BUYER. The BUYER will also be required to clear the land and continue to seek the relevant permits immediately after signing this agreement.

13. MUUZAJI NA MNUFAIKAJI wanamhakikishia **MNUNUZI** kuwa shamba hilo ni Mali yao na halina madai yoyote wala mgogoro wowote na wanaahidi kumlinda na kushughulikia kwa gharama zao wenyewe endapo madai yoyote yatajitokeza yakiwa yameanza kabla au baada ya kusaini mkataba huu pamoja na Mnufaikaji kurudisha kiasi kilicho lipwa na fidia ya usumbufu.

The SELLER and the BENEFICIARY assure the BUYER that the land is their Property and is free from any claim or dispute and they promise to protect and handle it at their

own expense in the event of any claim arising before or after signing this contract with the Beneficiary to return the amount paid and compensation for inconvenience.

14. Kwamba makubaliano haya ni ya kudumu na yatazibana pande zote tatu na hata warithi, ndugu na wawakilishi wao. Na MUUZAJI ana mhakikishia mnunuzi kuwa Mke wake, Watoto au wategemezi wao wameridhia kuuzwa kwa shamba hilo toka mwaka 2019 na ridhaa hii ni sambamba na uhamishaji huu wa umiliki na pia Mnufaikaji anamhakikishia Muuzaji kuwa kampuni yake na wote wenye maslahi kwenye biashara hii kuwa wamekubali shamba hili liuzwe kwa mnunuzi.

That this agreement is permanent and shall be binding on all three parties and even their heirs, relatives and representatives. And the SELLER has assured the buyer that his Wife, Children or their dependents have consented to the sale of the said land since 2019 and this consent is in line with this transfer of ownership and also the Beneficiary assures the Seller that his company and all interested parties in this business have agreed to the sale of this land to the buyer.

15. Kwamba mkataba huu unalindwa na sheria za Tanzania zinazohusu mikataba pamoja na mabadiliko yake yatakayojitokeza kwa mujibu wa sheria za Tanzania.

That this agreement is under the laws of the United Republic of Tanzania.

16. Kwamba endapo mgogoro wowote utajitokeza kati ya pande mbili basi mgogoro huo utatatuliwa mbele ya mahakama husika kwa sheria za nchi zitakazo kuwepo wakati huo.

If any dispute should arise, the parties shall resolve the same amicably. For any non-settlement, the dispute shall be referred to litigation, and the Laws of the united Republic of Tanzania shall apply.

KWA KUSHUHUDIA pande zote mbili zinaweka sahihi zao Leo tarehe, mwezi na mwaka kama inavyoonekana hapa chini/ **"TO ATTEST, both parties are signing their signatures today, on the date, month, and year as shown below:"**

SIGNED AND DELIVERED at Dar es Salaam by the said
the said **LORD HERIEL ULOMI**,
who are identified to me by.....
the latter being known to me personally this...^{02nd} day of
...July.....2025


VENDOR

BEFORE ME:

NAME: MAMAMA NYAMBASI

SIGNATURE: 

POSITION: **ADVOCATE**



SIGNED, STAMPED, AND DELIVERED BY
TANZANIA RUIWANDA CO. LTD

BENEFICIARY
STAMP

Name: ZHAO GUO

Signature: 

Designation: **DIRECTOR/SECRETARY**



Name:

Signature:

Designation: **DIRECTOR/SECRETARY**

BEFORE ME:

NAME: MAMAMA NYAMBASI

SIGNATURE: 

POSITION: **ADVOCATE**



SIGNED, STAMPED, AND DELIVERED BY
QIANGREEN NEW MATERIAL
TECHNOLOGY CO. LIMITED



Name: jiang xue shen
Signature: 姜雪申
Designation: DIRECTOR/SECRETARY

Name:
Signature:
Designation: DIRECTOR/SECRETARY

BEFORE ME:

NAME: MAMAMA
SIGNATURE: [Signature]
POSITION: ADVOCATE



MAKUBALIANO HAYA YAMEPITIWA NA KUSHUHUDIWA NA UONGOZI WA
MTAA WA JONUG'HA, ZOGOWALE, KIBAHA, MKOA WA PWANI

UTHIBITISHO HUU UMETIWA SAINI NA MUHURI LEO HII TAREHE 29-07-2025

JINA cut: HAUSI S-SAW

SAINI [Signature]

CHEO: MWENYEKITI WA MTAA

JINA MSTMO ABSD NTCO

SAINI [Signature]



CHEO: MTENDAJI WA MTAA