

**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 629 BLOCK "N", PONGWE  
PINGONI LOCATED AT PONGWE, TANGA CITY COUNCIL**

## SALE AGREEMENT

This **SALE AGREEMENT** is made this 20<sup>th</sup> day of February, 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 629 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 629 block "**N**" situated on Pongwe–Pingoni, Tanga City Council.

"Parties" mean the signatories to this Agreement;

"Purchase Price" means the number of **Tanzanian Shillings Fourty 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 629 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**

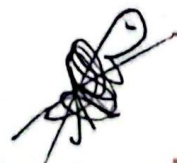
### **4.0 THE VENDORS' COVENANTS**

- 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* ....., .....

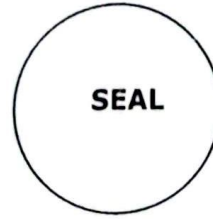
3

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



SEALED with a COMMON SEAL of the said  
~~ANFANG BUILDING MATERIALS~~ <sup>Company</sup> LIMITED  
DELIVERED in our presence this 20<sup>th</sup> day  
of February 2025.

and



**PURCHASER**

NAME: CHEN RUFENG

SIGNATURE: 陈如丰

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

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

NAME: YANG GUOJING

SIGNATURE: 杨国景

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

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

Vendor's Initials .....

5

Purchaser's Initials .....

FOR BANK'S USE  
(KWA MATUMIZI YA BENKI)



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

Date/Tarehe

Branch/Tawi

Account Number

Account Holder's Name

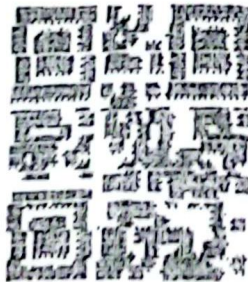
0150455333900

Mwazazi/ Mhasabi/ Mwenye Akaunti

0150455333900

GEPG TANGA CC

Deposit/Withdrawal  
Kuweka/Kutoa



Amount and Currency  
Kiasi na aina ya Fedha

Transaction No.

Tellor/ 16,600,000.00 TZS

Signature/Sahihi:

Lucy Gabriel

Name: HANFANG BUILDING MATERIALS COMPANY LIMITED

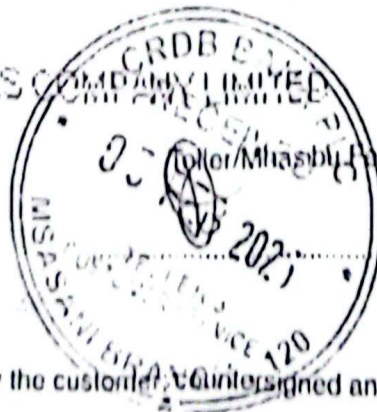
Mobile:

Customer/Mteja

PHONE NO. 052700230234

Provider: Tanga City Council

Email: hanfang@hanfangtz



This receipt can be valid only if printed, signed by the customer, countersigned and stamped by the teller.



JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS

TAWALA ZA MIKOA NA SERIKALI ZA MITAA

HALMASHAURI YA JIJI LA TANGA



Kumb:Na. TC/L.30/13/VOL1/54

19/2/2025

TANZANIA INVESTMENT CENTRE  
PLOT NO 9A & B  
SHABAAN ROBERT STREET  
S.L.P 938  
11410- DAR ES SALAAM

**YAH: UMILIKI WA VIWANJA NAMBA 629 KITALU NAMBA. 'N' KILICHOPO  
PONGWE INDUSTRIAL AREA- TANGA CITY COUNCIL**

Somo tajwa hapo juu la husika.

2. Kiwanja kilichotajwa hapo juu awali kilimilikiwa na **Halmashauri ya jiji la Tanga** ambayo wameiuzia kampuni ya **NANFANG BUILDING MATERIALS COMPANY LIMITED**.
3. Ardhi hiyo imepangwa kwa matumizi ya **Viwanda** kama ilivyo kwenda ramani za mahitaji ya Mipango Miji na hakuna mgogoro uliojitokeza na kuwasilishwa katika ofisi yetu kuhusu kiwanja hicho kwa sasa.
4. Kwa kuwa kampuni hiyo ni kampuni ya kigeni, kulingana na mahitaji ya sheria linapokuja suala la umiliki wa ardhi, hapa ninawasilisha kampuni hii kwa ofisi yako nzuri ili kutimiza mahitaji hayo.

Nawasilisha.

J.M. Mbuya  
(Afisa wa Ardhi)  
Kny: Mkurugenzi wa Jiji  
Halmashauri ya Jiji la Tanga

**NAKALA KWA;**

**NANFANG BUILDING MATERIALS COMPANY LIMITED**

S.L.P 1560

**Tanga**