

LAND SALE AGREEMENT

土地买卖协议

BETWEEN

双方当事人

SIMON SEBASTIAN LELLO

OF P.O. BOX 71739 DSM

AND

与

ZHONGHUI SHINEWAY BUILDING MATERIALS COMPANY LIMITED

OF P.O. BOX 23868 DSM

DRAWN BY:

WINST LAW ATTORNEYS
ALI HASSAN MWINYI ROAD
Chabruma Street, ALFA Plaza
P.O. BOX 32080
DAR ES SALAAM

 Certified as True Copy of the Original
Manyama Peter Nyambasi
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 7/11/2025

LAND SALE AGREEMENT

土地买卖协议

THIS AGREEMENT is made on the 01 Day of July 2025

本协议订立于 2025 年.....月.....日

BETWEEN

双方当事人

SIMON SEBASTIAN LELLO of P.O. Box 71739 Dar Es Salaam (Hereinafter referred to as the "**VENDOR**") of the one part.

西蒙·塞巴斯蒂安·莱洛，邮政信箱 71739，达累斯萨拉姆（以下简称“卖方”）为一方。

AND

与

ZHONGHUI SHINEWAY BUILDING MATERIALS CO. LTD of P.O. BOX 23868 Dar Es Salaam (Hereinafter referred to as the "**PURCHASER**").

中辉盛威建材有限公司，邮政信箱 23868，达累斯萨拉姆（以下简称“买方”）。

WHEREAS, the **VENDOR** is a lawful and Registered owner of the plot consolidated in one area totalling an area of **25 acres** described as **PLOT NO. 21 and 22** located at **MISUGUSUGU AREA, KIBAHA DISTRICT, COAST REGION** (Hereinafter referred to as the "**PROPERTIES**").

WHEREAS, the PURCHASER is a duly registered company under the Companies Act, Act no. 12 of 2002 under the name **ZHONGHUI SHINEWAY BUILDING MATERIALS COMPANY LIMITED** with Certificate of incorporation number **186036190** and is lawfully engaged in profit making business activities within the country.

鉴于，买方系依据《2002年第12号公司法》合法注册成立的公司，名称为“中辉信威建材有限公司”，公司注册证书编号为186036190，并在本国境内依法从事营利性经营活动。

AND WHEREAS, The VENDOR has willingly agreed to sell the whole **25 acres** to the PURCHASER and the PURCHASER has willingly accepted to buy the same.

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

现双方协议条款如下：

1. That for a consideration of Tshs 1,200,000,000/= (One Billion Two Hundred Million Shillings Only) as purchase price, the *Vendor* hereby sells the property to the *purchaser*.
卖方特此以 1,200,000,000 坦桑尼亚先令（十二亿先令）作为购买价将该财产出售给买方。
2. That the purchaser shall pay the consideration to the vendor after execution of this agreement which the payment shall be paid directly to the vendor Bank Account and the vendor shall upon confirmation of receipts of such payment, duly sign the acknowledgement of receipt.
买方应在本协议签署后向卖方支付对价，该款项应直接支付至卖方指定的银行账户。卖方在确认收到该笔付款后，应正式签署收款确认书。
3. That upon execution of the agreement, the vendor shall surrender to the purchaser the surrendered Certificate of title and all the documents related to the said plots. The Purchaser shall within ten (10) days from the date of signing of this sale agreement, make a payment

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of 50% equivalent to being the first instalment of the purchase price hereinafter referred to as the 1st Instalment payment.

本协议签署后，卖方应向买方交回已交回的产权证书及与上述地块相关的所有文件。买方应在本销售协议签署之日起十（10）日内支付相当于购买价首期付款 50%的款项，以下简称“首期付款”。

4. That the 2nd Instalment payment of 50% of the Agreed Price shall be paid after 90 days from the date of receiving the 1st instalment by the Vendor.
卖方应在收到第一期付款之日起 90 天后支付第二期约定价格的 50%。
5. That as soon as the purchase price is realized in full the *purchaser* shall have absolute right over the properties.
购价全额支付后，买方将享有对物业的绝对所有权。
6. That the *vendor* shall have the duty to assist the *purchaser* and work hand in hand with the *purchaser* in the whole process of land use change and registration of the *purchaser's* name in the Title deeds of the plot at the land registry in Kibaha and the Ministry of land.
卖方有义务协助买方，并与买方携手合作，完成土地用途变更的整个过程，并在基巴哈土地注册处和土地部登记地块所有权契约中的买方姓名。
7. That all the statutory costs in registration of the name of the *purchaser* in the said plots shall be borne by the *purchaser* herself. Provided that the cost of conducting valuation and the payment of capital gain tax shall be borne by the Purchaser.
在上述地块上登记买方姓名所产生的所有法定费用均由买方自行承担。但评估费用和资本利得税的缴纳费用由买方承担。
8. That the *vendor* assures the *purchaser* that prior to this agreement he has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person or financial institution related to the properties in this agreement.
卖方向买方保证，在本协议签订前，未与任何其他个人或金融机构就本协议涉及的物业签订任何销售、抵押或交换协议。
9. The vendor and his assignees shall insure that the premises shall remain vacant within 30 days from the date the 1st instalment of payment has been received and acknowledged by the Vendor's and shall ensure the premises are made the vacant and surrounding environment is clean.

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卖方及其受让人应确保房屋在卖方收到并确认第一期付款之日起 30 天内保持空置状态，并确保房屋空置且周围环境清洁。

10. The Vendor shall grant access to the Purchaser for doing preliminary design, Topographic, site visiting, drilling, soil sampling and planning. Provided that the existing buildings and all the fixtures on the land should not be demolished until the full payment of the sale price is paid.

卖方应允许买方进行初步设计、地形测量、现场勘察、钻探、土壤取样和规划。但前提是，在全额支付售价之前，不得拆除土地上的现有建筑物和所有固定装置。

11. That after all the payment being made, Vendor shall grant vacant possession and in the event such vacant possession is not granted the Vendor shall reimburse the Purchaser all that payments made and pay the compensation.

在所有付款完成后，卖方应授予空置占有权，如果未授予空置占有权，卖方应向买方偿还所有付款并支付赔偿金。

12. That before vacant and peaceful possession of the property to the Purchaser, the Vendor shall pay and clear any registered and unregistered encumbrances such as mortgage, lease, debenture, easement etc. Vendor shall also pay and clear all the rates, taxes, water bill, land rent, assessment, liabilities, and other outgoings where Parliamentary, Municipal, or otherwise imposed or charged upon the said property which arose prior before this sale agreement.

在买方空置并和平占有该房产之前，卖方应支付并结清所有已登记和未登记的产权负担，如抵押、租赁、债券、地役权等。卖方还应支付并结清所有税费、水费、土地租金、评估费、负债以及议会、市政或其他机构在本销售协议之前对该房产征收或收取的其他费用。

13. That the signing of this agreement signifies that, the *vendor* has absolute power to convey the same and there are no encumbrances, liens, charges, government dues or anything of such kind whatsoever.

本协议的签署表明卖方拥有完全处分权，物业不存在任何产权负担、留置权、抵押、政府应付款或类似负担。

14. In the event either Party terminates this Agreement or the transaction envisaged under this Agreement, the offending Party shall compensate the Aggrieved Party Ten percent (10%) of the Sale Price in addition to any monies already received.

如果任何一方终止本协议或本协议项下的交易，违约方除应向受害方赔偿已收到的款项外，还应向受害方赔偿销售价格的百分之十 (10%)。

15. Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.
各方声明并保证其拥有签订本协议所需的权力，并拥有采取一切必要措施以履行本协议项下的义务的权力。
16. That all the land rent etc if any are still due shall be fully cleared by the *vendor* before the *purchaser* fully materializes the purchase price to the *vendor*. *Provided that* the Vendor hereby covenants with the Purchaser to pay, satisfy, or discharge all outgoings or liabilities in respect of the property until vacant possession thereof shall have passed to the Purchaser and further undertakes to indemnify the Purchaser against all notices, proceedings, claims, and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties, covenants contained herein.
买方将购买价款全部兑现给卖方之前，卖方应全额结清所有未付的土地租金等款项。但卖方特此与买方承诺，在房产空置所有权移交给买方之前，卖方将支付、清偿或解除与该房产相关的所有支出或债务，并进一步承诺就卖方违反本合同所含保证和承诺而引起的或与之相关的所有通知、诉讼、索赔和要求，对买方进行赔偿
17. Any dispute or difference which may arise between the Parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of the competent jurisdiction in Tanzania.
本协议双方之间产生的任何争议或分歧，或有关任何一方在本协议项下的权利或义务的争议或分歧，或与本协议有关的其他争议或分歧，如未能通过双方协商解决，则应提交坦桑尼亚有管辖权的法院审理。
18. That in case of any dispute related to this agreement then the laws of Tanzania shall apply.
如本协议发生任何争议，应适用坦桑尼亚法律。

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement in Dar es Salaam in the manner and on the day and year herein after appearing.

为此，双方当事人于达累斯萨拉姆签署本协议，以资证明。

SIGNED and DELIVERED at Dar Es Salaam
by the said **SIMON SEBASTIAN LELO**
Who has been identified to me by

.....
the latter being known to me personally
this 01 day of OCTOBER 2025

Certified as True Copy of the Original
Manyama Peter Nyambasi
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 7/11/2025


.....
VENDOR



BEFORE ME:-

NAME:
SIGNATURE:
POSTAL ADDRESS:
QUALIFICATION:

SEALED with the COMMON SEAL of the said
ZHONGHUI SHINEWAY BUILDING MATERIALS
CO. LTD. and DELIVERED at Dar Es Salaam
in our presence
This 01 day of October 2025

PURCHASER'S SEAL



NAME:
SIGNATURE:
POSTAL ADDRESS: 22267 DAR ES SALAAM
DESIGNATION: DIRECTOR

Handwritten signature
NAME:
SIGNATURE:
POSTAL ADDRESS: 22267 DAR ES SALAAM
DESIGNATION: DIRECTOR

BEFORE ME:-

NAME:
SIGNATURE:
POSTAL ADDRESS:
QUALIFICATION:



JAMHURI YA MUUNGANO WA TANZANIA



OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA MJI KIBAHA
S. L. P. 30112 Kibaha, simu 0212402938 Nukushi: 0232402007
Barua pepe; td@kibahatc.go.tz. Tovuti: www.kibahatc.go.tz



Kumb:Na. KTC/L.30/13/VOL1/56.2025

06/11/2025

TANZANIA INVESTMENT AND
SPECIAL ECONOMIC ZONE AUTHORITY
PLOT NO 9A & B
SHABAAN ROBERT STREET
S.L.P 938
11410- DAR ES SALAAM

**YAH: UMILIKI WA VIWANJA NAMBA 21 na 22, KITALU NAMBA. 'K' VILIVYOPO
MISUGUSUGU – HALMASHAURI YA MJI KIBAHA**

Somo tajwa hapo juu la husika,

2. Viwanja vilivyotajwa hapo juu awali vilimilikiwa na **SIMON SEBASTIAN LELLO** ambao ni mkazi wa Mji wa Kibaha. Itambulike kuwa kwa sasa kama ilivyo, viwanja husika vimeuzwa kwa kampuni ya **ZHONGHUI SHINEWAY BUILDING MATERIALS COMPANY LIMITED** kulingana na Mkatoba wa Uuzaji.

3. Ardhi hiyo imepangwa kwa matumizi ya **Kiwanda vizito** kama ilivyo kwenda ramani za mahitaji ya Mipango Miji na hakuna mgogoro uliojitokeza na kuwasilishwa katika ofisi yetu kuhusu viwanja hivyo 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,

Kennedy T Mpambuji
(Afisa Ardhi)
Kny: Mkurugenzi Mtendaji (Mji)
Mji wa Kibaha

NAKALA KWA;

ZHONGHUI SHINEWAY BUILDING MATERIALS COMPANY LIMITED

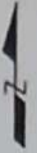
S.L.P 23868

DAR ES SALAAM

SURVEY OF PLOTS No... **21-22** ... BLOCK **'K'** AT MISUGUSUGU
KIBAHA MUNICIPAL COUNCIL - COAST REGION

SURVEY APPROVED
 Signature: *Masha*
 Date: 24/10/2025

SEE PLAN NO E1/354/145



2-PLOTS
TAREF11,UTM37S
INDEX TO ADS SURVEYS

NILL	E1/354/145	NILL
NILL	1	NILL
NILL	E1/315/2128	NILL

TP DWG 19/KBH/216/102011D

Comps: E'315^{ZZ}
 M. P. No. **186/IV/18 VOL IV**
 Std Sheet **186/IV**
 ACTION By _____
 PLAN No **E'315/5016**

SCALE 1:2,500
 Amendments made by:
 1. **Masha K. H. (Plots no) 24/10/25**
 2. _____
 3. _____
 Photostat copies sent to:
 1. _____
 2. _____
 3. _____

Plan drawn by DUMA,Hussein
 I hereby certify that the survey represented by
 this plan was carried out in accordance with the
 survey regulations.

 MAHAND E MASHA E
 Licensed Land Surveyor, Geospatial Land consult Ltd
 Date **13.10.2025**
 REGISTERED PLAN No **215645**