

**SALE AGREEMENT**

In relation to Certificate of Title Number 176984, Plot No. 3 Block 'N' at Fukayosi in Bagamoyo Urban Area

**BETWEEN**

**REBECCA DANIEL MATIKU, HENRITHA DANIEL MATIKU, MARTHA DANIEL MATIKU,  
HELGA DANIEL MATIKU, PRUDENCE DANIEL MATIKU, BRENDA DANIEL MATIKU  
AND MAIZUHURA DANIEL MATIKU  
(SELLERS)**

**AND**

**SK SUNNY AFRICA GROUP LIMITED  
(PURCHASER)**

**DRAWN BY:**

FB Attorneys  
8<sup>th</sup> Floor Amani Place,  
Ohio Street,  
P.O. Box 19813,  
Dar es Salaam

This Sale Agreement is made this 26<sup>th</sup> day of July 2025

BETWEEN

**REBECCA DANIEL MATIKU, HENRITHA DANIEL MATIKU, MARTHA DANIEL MATIKU, HELGA DANIEL MATIKU, PRUDENCE DANIEL MATIKU, BRENDA DANIEL MATIKU AND MAIZUHURA DANIEL MATIKU** of P.O. Box 33984 Dar es Salaam (herein referred to as **'the Sellers'**) of the one part.

AND

**SK SUNNY AFRICA GROUP LIMITED** a limited liability company registered in Tanzania whose address is P.O. Box 38568, Dar es Salaam (herein referred to as **'the Purchaser'**) of the other part.

(together hereinafter referred to as "the parties")

**WHEREAS:**

- i. The Sellers are the legal and beneficial owners of ALL THAT piece and parcel of land known as Plot No. 3 located at Block 'N' Fukayosi in Bagamoyo Urban Area containing 30224 Sqm and registered under Certificate of Title Number 176984 with all appurtenance thereto (hereinafter called **'the Property'**)
- ii. The Sellers are desirous of selling the said Property and the Purchaser is desirous of purchasing the same as it is.

**IT IS HEREBY AGREED AND DECLARED as follows:**

1. Upon and subject to the terms and conditions of this Agreement, the Sellers as legal and beneficial owners of the Property hereby sells to the Purchaser for the price set out below.
2. The sale price for the purchase of the Property is Tanzanian Shillings Ten Thousand Eight Hundred (TZS 10,800) per square metre which is a total sale price of Tanzanian Shillings Three Hundred Twenty Six Million Four Hundred Nineteen Thousand and Two Hundred (TZS 326,419,200) only, which shall be paid in the following manner:
  - (i) Upon signing of this agreement, the Purchaser shall pay 60% of the sale price through the Sellers Advocates client account within three (3) business days.
  - (ii) Upon issuance of the Certificate of Approval of Disposition (Consent), the Purchaser shall pay the remaining 40% of the sale price through the Sellers Advocates client account.
  - (iii) The Sellers Advocate shall pay from the sale price for consultancy/brokers fees, legal fees and any incidental costs that may arise in respect of the transfer as per this agreement and as instructed further by the Seller and shall remit all the remaining funds to the Sellers.

3. Immediately upon signing of this Agreement the parties shall execute all documents of transfer including Land Form Nos. 29, 30, 35 and the Sellers shall handover all the ownership related documents including the Original Title Deed to the Purchaser to process the transfer.
4. The Sellers shall give vacant possession of the Property immediately after execution of this agreement.
5. The Sellers represent that all outstanding land rent, tax and other statutory fees relating to the Property including land rent for the year 2024/2025 have been paid. The Sellers shall pay all utilities bills up to the time of giving vacant possession.
6. All tax and fees incidental to the transfer of the Property from the Seller to the Purchaser shall be on account of the Purchaser.
7. This Agreement is subject to the consent of the Commissioner for Lands and approval of the Tanzania Investment Centre (TIC). If for any reason the consent of the Commissioner for Lands or approval by TIC is not given then this Agreement shall be null and void and the parties will revert to their original positions which shall include the Seller refunding the sale price paid at the time back to the Purchaser, unless the parties otherwise agree in writing before that date. Provided that legal fees, consultancy fee, costs of valuation and other incidental costs incurred by the parties shall not form part of the refund.
8. The Purchaser shall have an obligation to transfer the Property into his name. The Seller will use all reasonable endeavours after the date of this Agreement to assist the Purchaser to obtain relevant consents from the local office within the area the Property is located, the Commissioner for Lands and any other consents for transfer of the Property to the Purchaser and to sign or provide any relevant document required to assist the transfer process.
9. This Agreement constitutes the final and entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained in this Agreement shall be binding on the parties.
10. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless in writing and signed by or on behalf of the parties.
11. Any notice or other communications to be given under this Agreement shall be made in writing and shall be deemed to be duly given or made when dispatched by prepaid post to either party through the addresses of the parties at the beginning of this Agreement.
12. If any one or more provisions contained in this Agreement become invalid, illegal or unenforceable, the other provisions herein contained shall remain in full force and effect and the parties shall substitute and negotiate in good faith, if necessary, new provisions under reasonable terms and conditions and in compliance with the intentions of the parties as contained in this Agreement.
13. This Agreement shall be governed by the Laws of the United Republic of Tanzania.

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties hereto as of the day and year first hereinbefore written.

**FOR THE SELLERS:**

Signed and delivered by the said  
**REBECCA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Green~~ the latter being known to me personally  
in my presence this 26<sup>th</sup> day of July, 2025

[Signature]  
REBECCA DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**HENRITHA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Green~~ the latter being known to me personally  
in my presence this 26<sup>th</sup> day of July, 2025

[Signature]  
HENRITHA DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**MARTHA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Green~~ the latter being known to me personally  
in my presence this 26<sup>th</sup> day of July, 2025

M. D. Matiku  
MARTHA DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**HELGA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Person~~.....the latter being known to me personally  
in my presence this 25<sup>th</sup> day of July, 2025

H. B. Matiku  
HELGA DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**PRUDENCE DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Person~~.....the latter being known to me personally  
in my presence this 25<sup>th</sup> day of July, 2025

P. D. Matiku  
PRUDENCE DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**BRENDA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
~~Person~~.....the latter being known to me personally  
in my presence this 25<sup>th</sup> day of July, 2025

[Signature]  
BRENDA DANIEL MATIKU

Signature: [Signature]

Postal Address: P.O. Box 19813 Dar es Salaam

Qualification: Advocate



Signed and delivered by the said  
**MAIZUHURA DANIEL MATIKU**

Who is known to me/ identified to me by Douglas  
Conson...the latter being known to me personally  
in my presence this 26<sup>th</sup> day of July, 2025

MAIZUHURA DANIEL MATIKU  
**MAIZUHURA DANIEL MATIKU**

Signature: [Signature]

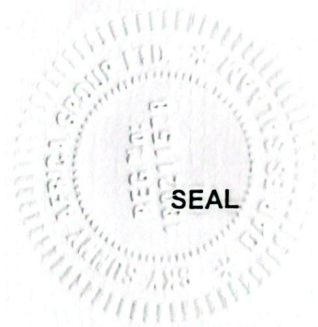
Postal Address: P.O. Box 19813 Dm

Qualification: Advocate



**FOR THE PURCHASER:**

**SEALED** with the **COMMON SEAL** of  
**SK SUNNY AFRICA GROUP LIMITED**  
and **DELIVERED** at Dar es Salaam  
in our presence this 26<sup>th</sup> day of July, 2025



Name: VASHISHKEDY KOITHA

Signature: [Signature]

Address: P.O. Box 38568 Dm

Qualification: Director

Name: BONAVENTURA MICHAEL MASKA

Signature: [Signature]

Address: P.O. Box 38568 Dm

Qualification: Company Secretary