

## SALE AGREEMENT

THIS SALE AGREEMENT is made as of this 11 day of 11 2025 at Dar es Salaam in the United Republic of Tanzania

### BETWEEN

1. **GETRUDE ELIZABETH CHIZARA, NOEL GOODWIN CHIKOTI** and **JUDITH MERCY THAWE** of P.O. Box 1910 Dar es Salaam as Legal Personal Representatives of **BETTY SUSAN CHIKOTI** (Deceased) (hereinafter called the "Vendor") on one hand

AND

2. **RUNYANG CONSTRUCTION COMPANY LIMITED**, a private company incorporated with limited liability in the United Republic of Tanzania having its registered office situated at P.O. Box 2607 Dar es Salaam, Tanzania (hereinafter called the "Purchaser" which expression shall, where the context so requires, include its directors, administrators and permitted successors and assigns in title) on the other

**WHEREAS**, the Vendors are joint Administrators of estate of the late **BETTY SUSAN CHIKOTI** duly appointed by High Court of Tanzania, Temeke Sub-Registry vide Probate and Administration Cause No.76 of 2023 and are registered as Legal Personal Representatives of the said the late **BETTY SUSAN CHIKOTI** in respect of all that landed property situate and described as Plot No.314, Regent Estate Area, Kinondoni District in Dar es Salaam containing Two Thousand Six Hundred Twenty Two Square Meters (2,622 Sqm) and comprised in a Certificate of Occupancy/Title Number 21427.

**WHEREAS** the Vendors are desirous of disposing of the property at the price and on the terms set out below and the Purchaser is desirous of purchasing the same.

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

1. THAT in consideration of a total sum of Tshs. 2,100,000,000/= (Say Tanzanian Shillings Two Billion One Hundred Million only) the Vendors hereby agree to cede, sell, transfer and surrender to the Purchaser all legal and equitable rights, interest and claims in and over all that land described as Plot No.314 Regent Estate Area, Kinondoni District, Dar-es-Salaam and enclosed in a Certificate of Title No.21427 together with any unexhausted improvements thereon.

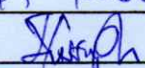
2. THAT the amount of consideration agreed herein shall be paid by the Purchaser to the Vendors through the Vendors' Joint Account No. 0121102196836 held at ACCESS BANK/SELCOM BANK, Kijitonyama branch in the names of Getrude Elizabeth Chizara, Noel Godwin Chikoti, Judith Mercy Thawe in the following manner: -
- (a) Tshs. 1,500,000,000 (Tanzanian Shillings One Billion Five Hundred Million only) shall be paid to the Vendors upon the Vendors signing this agreement, executing the legal instruments transferring the Title over the land in favour of the Purchaser and complying with the terms of Clause 3 to the full satisfaction of the Purchaser.
  - (b) Tshs. 600,000,000/= (Tanzanian Shillings Six Hundred Million) upon the Vendors delivering Vacant possession of the landed property to the Purchaser free from any encumbrances or third-party interests and the same delivery and payment of the remaining sale price shall be made on or before 30<sup>th</sup> November 2025.
3. THAT the same amount shall be paid upon the Vendors signing this agreement, executing legal instruments transferring title to the purchaser, delivering a statutory declaration by the 7 lawful heirs and beneficiaries of the deceased's estates signifying their respective consent to the disposition contemplated herein as enlisted in the High Court of Tanzania Order dated 9<sup>th</sup> November, 2023 issued at Temeke Sub-Registry (One Stop Judicial Centre) in Probate and Administration Cause No.76 of 2023 and delivering to the purchaser the original title deed and other folios relating to ownership and occupation of the property.
4. THAT upon receipt of the first payment of sale price the Vendors shall instantly issue a notice to terminate leases entered over the property to the tenants as per the existing tenancy agreements between the Vendors and their respective tenants.
5. THAT the Vendor shall deliver and yield up to the Purchaser vacant possession of the land free from any encumbrances upon the Purchaser effecting payment of the purchase price. Delivery of vacant possession of the property and payment of final balance shall be made on or before 30<sup>th</sup> November, 2025 as envisaged under clause 2(b) herein above.

6. THAT the Purchaser shall be responsible for all statutory fees, charges and taxes including valuation fees, capital gains tax, stamp duty, consent fees, transfer registration fees and any other taxes and costs incurred in the process of execution of this agreement and transfer of the title to the Purchaser.
7. THAT the Vendor hereby guarantees and warrants that save as expressly provided herein, the subject land is free from any legal, equitable or administrative encumbrances of whatever description.
8. THAT this sale agreement is subject to the consent of the Commissioner for Lands and in the event the said consent is withheld or the Vendor defaults, fails or neglects to perform any of his obligations under this agreement, the Vendor hereby undertakes to immediately refund and repay to the Purchaser, in one instalment, all monies paid by the Purchaser pursuant to this agreement and upon such repayment this agreement shall be rescinded and parties hereto shall revert to their original positions.
9. Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to adjudication by a court of competent jurisdiction.

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

SIGNED and DELIVERED by the said )  
**GETRUDE ELIZABETH CHIZARA** as a Legal Personal )  
 Representative of **BETTY SUSAN CHIKOTI** (Deceased) )  
YANG YEFEI )  
 who is personally known/ identified to me by )  
 the latter being known to me personally in my )  
 presence this 11 day of 11, 2025 )

  
 \_\_\_\_\_  
 VENDOR

Name : ISTHAHA YUSUPH  
 Signature :   
 Qualification : ADVOCATE



SIGNED and DELIVERED by the said )  
NOEL GOODWIN CHIKOTI as a Legal Personal )  
Representative of BETTY SUSAN CHIKOTI (Deceased) )

YANG YEFEI )

who is personally known/ identified to me by )  
the latter being known to me personally in my )  
presence this 11 day of 11, 2025 )

  
VENDOR

Name : ISIHAKA YUSUPH  
Signature : Yusuph  
Qualification : ADVOCATE



SIGNED and DELIVERED by the said )  
JUDITH MERCY THAWE as a Legal Personal )  
Representative of BETTY SUSAN CHIKOTI (Deceased) )

YANG YEFEI )

who is personally known/ identified to me by )  
the latter being known to me personally in my )  
presence this 11 day of 11, 2025 )

  
VENDOR

Name : ISIHAKA YUSUPH  
Signature : Yusuph  
Qualification : ADVOCATE



SEALED with a COMMON SEAL of the said )  
RUNYANG CONSTRUCTION COMPANY LIMITED )  
in our presence this 11 day of 11, 2025 )

COMMON SEAL

Name : YANG YEFEI  
Signature : 杨叶飞  
Qualification : DIRECTOR

AND

Name : YANG YEGUANT  
Signature : 杨叶群  
Qualification : DIRECTOR

