

SALE AGREEMENT FOR UNREGISTERED LAND

By And Between

**NAIMI AYUOT BARNABAS DYER
(SELLER)**

AND

**LALA LOGISTICS COMPANY LIMITED
(BUYER)**



**FOR SALE OF LAND OF THREE (3.5) ACRES AT SAENI
STREET, MISUGU SUGU WARD, KIBAHA MUNICIPALITY,
COAST REGION.**

Prepared by:

Joseph Evarist Tesha, Advocates,

S. L. P. 71460, Dar es salaam

Mobile: +255 654 623 003

E-mail: teshajoseph12@gmail.com

SALE AGREEMENT FOR UNREGISTERED LAND

This Agreement is made in Dar es Salaam this 31 day of DECEMBER 2025

By and between

NAIMI AYUOT BARNABAS DYER a natural person working for gain in Dar es Salaam City, of Postal Office Box No. **3803**, Dar es Salaam, Resident of **Ubungo Kibangu Street, Makuburi**, ward, District of **Ubungo**, **Dar es Salaam Region**, Tanzania (hereinafter referred to as **'the seller'**), which expression shall include wherever applicable, his heirs legal representatives and assignees, of the One Part;

And

LALA LOGISTICS COMPANY LIMITED, a company registered under the laws of Tanzania with Certificate of Registration number **156-799-882** and of Postal Office Box No. Dar es salaam, which is located at Street, Ward, Municipality, Dar es Salaam City, Tanzania (**hereinafter referred to as "the Buyer"**) which expression shall include wherever applicable, his heirs, legal representatives and assigns) of the other part.

Whereas the parties have, subject to contract, provisionally agreed to a transaction, (the **'Sale'**), in which the Seller will sell and the Buyer will buy the Seller's piece and parcel of land, which is surveyed land, located at Saeni Street, Misugu sugu Ward, Kibaha Municipality, Pwani Region within Tanzania with measured area of Three and Half Acres (3.5) Acres where surveyed and named Plot No. 284, 283 and 282 Block B, together with all developments therein contained, at the price of **Tanzanian Shillings Four Hundred and Forty million Only (TZS 440,000,000.00)**, (the **'Purchase Price'**), free of taxes, costs and expenses.

AND WHEREAS the seller has offered to sell the land together with all exhausted and unexhausted improvements made, carried and undertaken on the Land where the said land is situated, and the Buyer agreed to buy the said Land subject to the conditions herein below undertaking;

Now This Agreement Witnesseth As Follows:

Operative Provisions:

1.0 Agreement for Sale and Purchase

2.1 That in pursuance of the said Agreement and in consideration of the payment of **Tanzanian Shillings Four Hundred and Forty million Only (TZS 440,000,000.00)** the seller shall transfer the Land by way of outright sale, and the **Buyer** shall take over and accept the transfer of the Land by way of outright purchase.

2.3 The sale includes all exhausted and unexhausted improvements, developments, appurtenances, fixtures and fittings, and all the equipment and other items as forming part of the Land in which is to pass by delivery at the time of completion.

3.0 Payment modal of the Purchase Price

3.1 The Purchase Price shall be paid by the Buyer to the seller on the following terms:

3.1.1 Immediately upon signing of this Agreement, the Buyer shall pay to the seller an amount equivalent to **Tanzanian Shillings Three Hundred and Eight Million Only (TZS 308,000,000.00)** through a **Lloyds Bank, United Kingdom, Bank Account Number 00947792, Sort code 30-94-08. IBAN GB97LOYD30940800947792, Account Name Naimi Ayuot Barnabas Dyer, as the First Instalment of Seventy percent (70%).**

3.1.2 Immediately upon signing of this agreement, the remaining amount of Thirty percent (30%) of Second Instalment of Tanzania Shillings One Hundred and Thirty two million (TZS 132,000,000.00/=) shall be deposited immediately to a new KCB Escrow account Buyer's and Seller's Lawyers will be Trustees.

3.1.3 Second payment from 3.1.2 above to be paid to the Seller's account no later than 30/01/2026, Account details: Naimi Ayuot Barnabas Dyer, ABSA Bank Tanzania Ltd, Ohio Street Branch, Account number 1017894.

3.1.4 **Tax clearance certificate shall be provided to the Seller no later than 30/01/2026.**

4.0 Possession of the Land

4.1 Immediately upon receipt of payments first under **clause 3.1 sub clause 3.1.1 and 3.1.2** the seller and Buyer shall not execute sale agreement, transfer instrument or any other deed in relation with this transaction until the second instalment is fully paid.

- 4.2 Immediately upon executing sale agreement on the day of signing this contract, the seller shall hand over related documents and attachments to the Buyer and any other documents in relation to the Land.
- 4.3 As the Land is surveyed, the seller agrees and undertakes to provide the Buyer all the necessary support and cooperation to enable the Purchase process issuance during application for title deed (Derivative of Rights), and undertakes to grant the Buyer any such support and/or assistance as may be required in relation to the possession of the Land after all payments are paid in full.
- 4.4 The sale hereinabove referred is an outright and absolute sale with all the rights, easements, advantages, privileges and appurtenances whatsoever attached thereto and the Buyer shall hold the title absolutely free from all encumbrances, easement, restrictions, claims, demands, attachments and/or charges of whatever nature and howsoever arising.
- 4.5 Ownership of said land will transfer in full when full payment has been made, buyer has no right to occupy, use the land, commence any works or make any improvements on the land until full payment has been made.

5.0 Parties' Covenants

5.1 Covenants by the seller

The seller doth hereby covenants with the Buyer that the seller:

- 5.1.1 has the power to enter into and perform its obligations under this Agreement and has taken all necessary action to authorise the entry into and performance of this Agreement including obtaining of the relevant consents and authorisations from his spouse and his family;
- 5.1.2 that the Buyer has a good and subsisting right, title and interest, and full powers to grant, convey and assign the said piece and parcel of Land in the manner aforesaid. And further assures and covenant with the Buyer that the said Land is free from all encumbrances, claims, demands and other court attachments and that the Buyer may quietly enter into and enjoy the same, the rents and profits of the said Land without any lawful interruption, claims, demands or disturbances whatsoever from the said vendor or any other person or persons claiming through,



under or in trust for him/her and if a conflict or encumbrance or claim within the Seller's control then the Seller shall refund in full the amount paid by Buyer if the transaction fails to be completed;

- 5.1.3 assures the Buyer that he has received the consent from her spouse and his family and all other consents legally required to be obtained in respect of the disposition of the land and/or properties and developments therein contained and that the Buyer may quietly enter into and enjoy quiet possession of the land hereby disposed without any interruption, claims, demands or disturbances whatsoever from the said vendor or any other person or persons claiming through, under or in trust for him;
- 5.1.4 agrees and covenants with the Buyer that she shall keep the Buyer free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the seller, and the Buyer shall further be sufficiently saved, defended, kept harmless and indemnified of, from and against all former charges or encumbrances whatever made, executed, occasioned or suffered by the seller or by other person or persons having lawful and equitable claim, right, title or interest in the Land hereby assigned, transferred or sold as will from time to time arise;
- 5.1.5 confirms that all information that has been made available to the Buyer or its representatives by the seller or any of its representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

Each representation and warranty in sub-clause 5.1 above shall be a separate representation and warranty and shall be deemed to be material and to have induced the Buyer to enter into this Agreement. The seller acknowledges that the Buyer has entered into this Agreement relying on these representations.

5.2 Covenants By The Buyer

The Buyer doth hereby covenants with the seller that:

- 5.2.1 it has the power to enter into and perform his obligations under this Agreement and has taken all necessary action to authorise the entry into and performance of this Agreement including obtaining of the relevant consents and authorisations;

5.2.2 the transactions provided for in any other material contracts to which the Buyer is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

5.2.3 shall at its own cost do all that is required to effect application for title deed of the said Land and the seller undertakes to give all and appropriate assistance as would be required to effect the transfer.

Each representation and warranty in sub-clause 5.2 above shall be a separate representation and warranty and shall be deemed to be material and to have induced the seller to enter into this Agreement. The Buyer acknowledges that the seller has entered into this Agreement relying on these representations and warranties.

6.0 No Assignment of this Agreement

This Agreement is personal to the parties and the parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the prior written consent of all the parties hereto.

7.0 Misrepresentations

Save for the representations and warranties given hereinabove, and what is expressly agreed under this Agreement, the parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

8.0 Continuation of this Agreement after Completion

Completion does not discharge liability to perform any outstanding obligation under this Agreement.

9.0 Taxes and Duties

All other charges and taxes including but not limited to, land rents, levies, duties and fees, such as stamp duty, withholding tax or capital gain tax, notification and registration fees, valuation approval fees, as well as any outstanding arrears on land rent levied on the Land shall be paid by the Buyer.

10.0 Dispute Resolution, Governing Law and Jurisdiction

- 10.1 The validity, construction and performance of this Agreement shall be governed by the Laws of the United Republic of Tanzania.
- 10.2 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania.

11.0 Force Majeure

- 11.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the parties from or hindering any of the parties' ability to fulfil the obligations hereunder undertaken to be provided.
- 11.2 If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under clause 13.1 above, that party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact.
- 11.3 If the reason continues for a period of more than ninety days and substantially affects the commercial intention of this Agreement, the party not claiming relief under this clause shall have the right to rescind this Agreement upon giving a written notice of such rescission to the other party and the provision for failure to obtain the Commissioner's approval shall apply mutatis mutandis.

12.0 Illegality

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from

this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

13.0 Amendment and Waiver

13.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorized representatives of the parties.

13.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

14. Notices

Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, telefax, telex, cable,, email or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by telefax, telex, cable, email or telegram shall be deemed to have been dispatched on the day following the dispatch. In proving such services it shall be sufficient to prove that the letter, telefax, telex, cable, email or telegram (as the case may be) containing the notice was properly addressed and posted or (as the case may be) transmitted.

IN WITNESS WHEREOF the seller and the Buyer have hereunto set their respective hands to this agreement of sale on the day, month and year first above herein written.

SIGNED, SEALED and DELIVERED at Dar Es Salaam by LALA LOGISTICS COMPANY LIMITED who is known to me personally / identified to me by JIANZHAN HOU the latter being known to me personally in my presence this 31 day of DECEMBER 2025



Company Seal

Name: JIANZHAN HOU
Position: Director

Signature: [Handwritten Signature]
Phone no: 0772152666

Name: ZILAI CHEN
Position: Director

Signature: [Handwritten Signature]
Phone No: 065533009

Witnesses of Buyer:

Name: [Handwritten Signature]
Relation: Agent of the Buyer

Signature: [Handwritten Signature]
Phone No: 077925999

Attested before Advocate of the Buyer:

Name: JOSEPH EVARIST TESHA

Signature: [Handwritten Signature]
Postal Address: 71460 Dar es salaam
Date: 31/DECEMBER /2025
Occupation: Advocate/Commissioner For Oath



[Handwritten Signature]
31/12/25



Stamp Duty
Shs. 4,400,000 F collected
Receipt No. 9984125183885 Dated: 7/1/2026
[Handwritten Signature]
Regional - Manager Kinondoni Tax Region

[Handwritten Signature]