

SALE AGREEMENT

BETWEEN

CORAL PROPERTY HOLDING COMPANY LIMITED

(VENDOR)

AND

SKYRISE GLOBAL LIMITED

(PURCHASER)

**IN RELATION TO THE SALE OF PROPERTY SITUATED IN PLOT NO PLOT NO 467
AND PLOT NUMBER 297 WITHIN MSASANI, KINONDONI MUNICIPALITY, DAR ES
SALAAM CITY.**

A.Y.



SALE AGREEMENT

This Sale Agreement is made and entered into on this ____ day of _____ 2026.

BETWEEN

CORAL PROPERTY HOLDING COMPANY LIMITED a limited liability company incorporated and registered under the laws of the United Republic of Tanzania with postal address of 77800 Dar es Salaam, Tanzania (hereinafter referred to as the "Vendor", which expression where the context so admits includes the person deriving title under the Lessor, its successor in title and permitted assigns) on one part;

AND

SKYRISE GLOBAL LIMITED, a company duly registered under the laws of the United Republic of Tanzania, with Postal Office Box No. 32521, Dar es Salaam. (hereinafter referred to as "**THE PURCHASER**" which expression shall, where the context so admits, include and extend to persons deriving title under the **THE PURCHASER**, their successors and assigns), on the other party;

RECITALS:

WHEREAS, the Vendor is the lawful owner of the apartment namely A306, B103, F203, F603 and D304 situated at Plot No.467 and Plot No.297 Msasani, Kinondoni Municipal, Dar es salaam Region and is willing to sell the aforementioned property at the consideration of **UNITED STATE DOLLARS ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY-TWO (USD 1,189,322)**.

WHEREAS, the Purchaser is desirous and financially capable of purchasing the apartments namely A306, B103, F203, F603 and D304 situated at Plot No.467 and Plot No.297 Msasani Kinondoni Municipality, Dar es salaam Region for total purchase price of **UNITED STATE DOLLARS ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY-TWO (USD 1,189,322)**.

AND WHEREAS, the Vendor and the Purchaser mutually agree to enter into this agreement for the sale and purchase of the above property under the terms and conditions set forth herein.

A.Y.

2



NOW, THEREFORE, THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION.

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 **Plot No.467 and Plot No.297, Msasani, Kinondoni Municipality, Dar es Salaam city.**

"The Properties" means the apartments namely A306, B103, F203, F603 and D403 situated at **Plot No.467 and Plot No.297, Msasani, Kinondoni Municipality, Dar es Salaam city.**

"Parties" means the signatories to this Agreement.

"Transfer" means the passing of the rights of occupancy upon registration.

- 1.2. Words importing the singular shall, where the context so admits, be construed as importing the plural and vice versa.
- 1.3. Words importing persons shall, where the context so admits, be construed as importing a corporate body and vice versa.
- 1.4. The headings to the respective Articles do not form part of this Agreement and are for convenience of reference only and shall not affect the construction or interpretation of the terms and provisions hereof.

2.0 PURCHASE PRICE AND PAYMENT TERMS

The total purchase price for all properties shall be **UNITED STATE DOLLARS ONE MILLION ONE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY-TWO (USD 1,189,322)**, and shall be paid to the Vendor in the following manner.

- 2.1 The first installment shall be **TWENTY FIVE PERCENT (25%)** of the purchase price, amounting to **UNITED STATE DOLLARS TWO HUNDRED NINETY-SEVEN**

A.Y.



THOUSAND THREE HUNDRED THIRTY-ONE (USD 297,331) which will be paid on the date of signing of this contract.

2.2 The second installment shall be **TWENTY FIVE PERCENT (25%)** of the purchase price, amounting to **UNITED STATE DOLLARS TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED THIRTY-ONE (USD 297,331)** which will be paid within two months from the date of payment of first installment.

2.3 The third installment shall be **TWENTY FIVE PERCENT (25%)** of the purchase price, amounting to **UNITED STATE DOLLARS TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED THIRTY-ONE (USD 297,331)** which will be paid within two months from the date of payment of second installment.

2.4 The final installment shall be **TWENTY FIVE PERCENT (25%)** of the purchase price, amounting to **UNITED STATE DOLLARS TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED THIRTY-ONE (USD 297,331)** which will be paid within two months from the date of payment of third installment.

2.5 That the whole amount of the purchase price agreed in this Sale Agreement shall be paid by the Purchaser through the bank account to be provided by the vendor.

2.6 Any delay in effecting payment to vendor of the purchase price shall render this sale voidable at the option of Vendor and in case the Vendor exercised her rights thereof, no refund of the amount already paid shall be enforced.

2.7 The parties agree that transfer of the afore mentioned apartments into the names of the purchaser shall commence after the payment of final installment as indicated in clause 2.4 above

3.0 APPROVAL OF THE COMMISSIONER FOR LANDS

The transfer of the Right of Occupancy envisaged under this Agreement are subject to and conditional upon the grant of the Commissioner's approval for the disposition of land and consent being obtained.

A.Y.

4



4.0 VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement;

- 4.1 That the Vendor is the legal owner of the above-mentioned property and has full rights to sell the same.
- 4.2 That, The Vendor warrants and represents that the aforementioned property is free from any mortgage, charge, lien, claim, or any encumbrances of any nature whatsoever, and further that no dispute or litigation is pending or before any forum or court in respect of the said plots or proposed sale and transfer. And in the event of such claims, the Vendor shall make sure the encumbrances are cleared, and if they fail, the Vendor shall indemnify the Purchaser.
- 4.3 All restrictions, conditions, and covenants applicable to the land have been fully observed and complied with, and no notice of any breach thereof has been received or is to the Vendor's knowledge likely to be received.
- 4.4 The Vendor will cooperate with the Purchaser to ensure that the property is transferred in the name of the Purchaser.
- 4.5 All information given by or on behalf of the Vendor in the course of all negotiations leading to this Agreement was, when given, and remains true, complete, and accurate in all respects, and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate, or misleading.
- 4.6 The execution of this Agreement and the Transfer Deed or the performance of its terms will not result in any breach of any agreement to which the Vendor is a party or to any court order or decree.

5.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants as follows to the Vendor, and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement;

A.Y.



- 5.1 The Purchaser is entering into this Agreement of their own will, and has sufficient mandate, authority, and right to enter into this agreement and complete the transactions contemplated hereby.
- 5.2 That, The Purchaser has the financial capacity and/or confirmed financing arrangements in place to fulfill all payment obligations under this Agreement.
- 5.3 The Purchaser has purchased the properties subject to all terms and conditions of this Agreement but free from any encumbrance whatsoever.
- 5.4 The Purchaser acknowledges that due diligence has been completed or waived and has no further objections to the current status of the properties.
- 5.5 The execution of this Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Purchaser.

6.0 COSTS AND TAXES

- 6.1 The Vendor shall be liable to pay all land rent, property tax, rates, and similar outgoings due and payable in respect of the Property up to the date upon which a Certificate of Title in the name of the Purchaser is issued over the Property, including capital gain.
- 6.2 The Purchaser shall be liable to pay Valuation fees, stamp duty and registration fees relating to the transfer of the Properties.
- 6.3 The Vendor shall pay for Capital Gains Tax as shall be assessed by TRA.
- 6.4 Further, it is mutually agreed that the Purchaser shall share with the Vendor the assessment of Capital Gains Tax from TRA before proceeding with the payment.
- 6.5 Each party shall bear its own legal fees

7.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania

8.0 TERMINATION AND INDEMNITY

A.Y.



This agreement shall not be terminated by either party except in the case of the below;

8.1 By mutual consent of all the parties.

8.2 In the event either party breaches the terms of this agreement and the breach is not remedied within 30 days from the date when a formal notice is issued to the breaching party.

9.0 DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved amicably through negotiation. Failing which, the matter shall be submitted to the court of competent jurisdiction in accordance with the Tanzanian Laws.

10.0 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements, whether written or oral.

11.0 AMENDMENT

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

12.0 NOTICES AND BREACH

12.1 The parties herein agree that in case of any breach of the terms of this agreement, the non-breaching party shall issue a notice of breach to the breaching party requiring such person to remedy the breach within 30 days, and in the event such breach is not remedied, then the agreement will be terminated.

12.2 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 or to the physical office location for such party. For purposes of service, the notice shall be addressed as below: -

FOR THE VENDOR:

CORAL PROPERTY HOLDING COMPANY LIMITED
P.O. BOX 77800

A. Y

7



DAR ES SALAAM

Email: info@coralpropertytz.com

Telephone: +255 674 818 818

FOR THE PURCHASER:

SKYRISE GLOBAL LIMITED

P.O. BOX 32521

DAR ES SALAAM

Email: SKYRISEglobaltd@gmail.com

Telephone: 0657 50 55 55



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SEALED with the **COMMON SEAL** of the said
CORAL PROPERTY HOLDING COMPANY LIMITED

In our presence this 23rd day of February 2026



Name: Li Jun
Signature: [Signature]
Postal Address: P.O. BOX 77800, D.S.M
Designation: Director

Name: /
Signature: _____
Postal Address: _____
Designation: _____

SEALED with the **COMMON SEAL** of the said
SKYRISE GLOBAL LIMITED In our presence

this 23 day of 01/2026



Name: ABBA S. SULTAN YAHAGUFI
Signature: [Signature]
Postal Address: 32521
Designation: Director

Name: Bacem Zeiter
Signature: [Signature]
Postal Address: _____
Designation: Director

[Signature]