

**SALE AGREEMENT
FOR PLOT NO. 40 BLOCK "D", PANGANI – KIBAHA TOWNSHIP, PWANI REGION**

THIS AGREEMENT is made on this 28th day of October, 2025

BETWEEN

HAVEN HOLDINGS COMPANY LIMITED, a limited liability company duly registered under the laws of the **United Republic of Tanzania**, having its registered office and postal address at **P.O. Box 41847, Dar es Salaam**, (hereinafter referred to as the ["Vendor" or "Seller"], which expression shall, where the context so admits, include its successors and assigns). On one party

AND

MEGA ADVERTISING LIMITED, a limited liability company duly registered under the laws of the **United Republic of Tanzania**, having its registered office and postal address at **P.O. Box 32196, Dar es Salaam**, (hereinafter referred to as the ["Purchaser" or "Buyer"], which expression shall, where the context so admits, include its successors and assigns), on the other party.

WHEREAS

1. The Vendor is the lawful and beneficial owner of all that piece or parcel of land known as **Plot No. 40, Block "D" located at Pangani, Kibaha Township, Pwani Region**, measuring approximately **6,015 Square Metres** (hereinafter referred to as the "**Property**").
2. The Vendor has agreed to sell and the Purchaser has agreed to purchase the said Property for the total consideration and upon the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. SALE AND PURCHASE

The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase all that parcel of land described as **Plot No. 40, Block "D", Pangani, Kibaha Township, Pwani Region**, free from all encumbrances, liens, and adverse claims.



2. PURCHASE PRICE

The total purchase price for the Property shall be **Tanzanian Shillings One Hundred Eighty Million Four Hundred Fifty Thousand (TZS 180,450,000/=)** only. The Purchaser shall pay the said purchase price within twenty-four (24) hours from the signing of this Agreement into the following bank account:

Account Name: HAVEN HOLDINGS COMPANY LIMITED

Account Number: 0150253502000

Bank: CRDB BANK PLC, upon confirmation of full payment, ownership of the Property shall pass to the Purchaser.

3. COMPLETION AND POSSESSION

Upon receipt and confirmation of the full purchase price:

(a) The Vendor shall deliver to the Purchaser all original title documents and duly executed transfer forms necessary for registration of ownership in the Purchaser's name, and

(b) The Vendor shall grant vacant possession of the Property to the Purchaser.

4. REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants that:

(a) It is the lawful and beneficial owner of the Property;

(b) The Property is free from any encumbrance, mortgage, charge, or legal dispute;

(c) All property rates, taxes, and other outgoings in respect of the Property up to the completion date shall be settled by the Vendor; and

(d) The Vendor has full legal capacity and authority to enter into this Agreement and transfer ownership to the Purchaser.

5. TAXES AND COSTS



(a) **Capital Gain Tax** and any other taxes payable in respect of this transaction shall be borne and paid by the **Vendor**.

(b) **Stamp Duty, registration fees,** and any other transfer-related charges shall be borne by the **Purchaser**.

(c) Each party shall bear its own legal and professional fees.

6. DEFAULT

(a) In the event that the Purchaser fails to effect payment within the prescribed period, the Vendor shall be entitled to terminate this Agreement and retain any amount paid (if any) as liquidated damages.

(b) In the event that the Vendor defaults or refuses to complete the transaction after receiving payment, the Purchaser shall be entitled to a full refund of all monies paid and may seek specific performance or damages as provided under Tanzanian law.

7. GOVERNING LAW

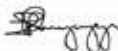
This Agreement shall be governed by and construed in accordance with the **laws of the United Republic of Tanzania**.

8. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with this Agreement shall be settled amicably between the parties. Failing such amicable settlement, the matter shall be referred to **arbitration in accordance with the Arbitration Act [Cap. 15 R.E. 2020] of the Laws of Tanzania**, and the decision of the arbitrator shall be final and binding upon both parties.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, and understandings relating to the subject matter hereof.



IN WITNESS WHEREOF

The parties hereto have executed this Agreement on the day, month, and year first above written.

SIGNED AND DELIVERED by the said
HAVEN HOLDINGS COMPANY LIMITED and
Delivered in my presence

STAMP/SEAL



Duly authorized representatives of:

HAVEN HOLDINGS COMPANY LIMITED (SELLER)

Name: George Ruvyanga Byarato

Designation: Director

Signature: [Signature]

Date: 28th October 2021

Name: Julius N. Byarato Novamuhama

Designation: Director

Signature: [Signature]

Date: [Signature]

BEFORE ME

Name: Paul Joseph Mbaye

Address: 11963 21st

Signature: [Signature]

Date: 28th October, 2021



Duly authorized representatives of:

MEGA ADVERTISING LIMITED (PURCHASER)

Name: LICHUN CHENG

Designation: Director

Signature: [Signature]

Date: _____



Name: WEI WANG

Designation: Director

Signature: [Signature]

Date: 5/11/2025



BEFORE ME

Name: Paul Joseph Mbaye

Address: Kras rim

Signature: [Signature]

Date: 28/10 October, 2023

