

AGREEMENT FOR SALE

KINENA, MKURANGA MUNICIPALITY, PWANI REGION.

AN AGREEMENT MADE THIS 11 DAY OF APRIL, 2025

BETWEEN

MAJALIWA TEMBEKO NDAGOWE

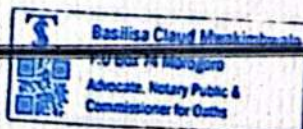
(Hereinafter referred to as "OWNERS")

AND

U HOME INNOVATION TECHNOLOGY LIMITED

(Hereinafter referred to as "Purchaser")

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AGREEMENT FOR SALE

This SALE AGREEMENT is made this 11 April, 2025

BETWEEN

MAJALIWA TEMBEKO NDAGOWE, A Tanzanian with national identification number 19760919-15130-00005-27 of P.O. Box , residing at Mbagala, Dar es salaam (hereinafter referred to as 'the vendor' on the one part)

AND

U HOME INNOVATION TECHNOLOGY LIMITED, a limited liability Company registered and incorporated in Tanzania under the companies Act [Cap 212 of 2002] with Incorporation Number 173625421 of P.O. Box Dar es salaam (hereinafter referred to as 'The purchaser') on the other part.

RECITALS

- (A) Whereas Vendor is the right full owner of the said land property through buying from other party and the Vendor is willing to enter into the transaction subject to land property.
- (B) Whereas the Purchaser is willing to enter into this land sale agreement and purchase the land in subject.
- (C) Whereas the Vendor and the Purchaser entering into this agreement in good faith and are relying on its terms as follows: -

NOW THIS SALE AGREEMENT WITNESS AS FOLLOWS:

ARTICLE - 1

1.0 DEFINITIONS

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 the Property with description hereto.

APR 11 2025



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"Encumbrance" means and includes any caveat or anything which shall restrain enforceability or affect performance of this agreement.

"Parties" mean the signatories to this Agreement;

"Property" shall include the land and its uses as well as anything attached permanently to the land in subject of this agreement.

"Purchase Price" means the amount of **TZS 224,700,000/= (Tanzania Shilling Two Hundred Twenty Four Million and Seven Hundred Thousand Only)**. to the Vendor by the Purchaser as consideration for the purchase of the land owned by the Vendor

ARTICLE- 2

2.0 LAND DESCRIPTION

The Vendor is lawful owner of the land located at **Kinene town street at Kinene Village, Mwalusembe Ward, Mkuranga District**, whereby said land is not yet registered under a title deed and the land is measuring the **10.7 Acres**. " (hereinafter referred to as the "Property"), with boundaries defined as follows:

East: KILWA ROAD

West: MZEE MBWELA

North: MOHAMMEDI O. MBENA

South: THE LATE MZEE BOMBA

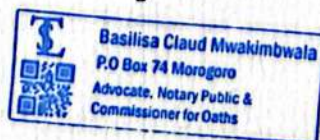
ARTICLE - 3

3.0 CONSIDERATION AND MODE OF PAYMENT

3.1 In consideration of this contract is **21,000,000/=** per Acre and for **10.7 Acres** makes the total payment of **TZS 224,700,000/= (Tanzania Shilling Two Hundred Twenty Four Million and Seven Hundred Thousand Only)**. (here-in-after called the Purchase Price) to the Vendor, Whereby the said amount shall be paid in two instalments as follows; -

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- a) On 14TH APRIL 2025, after three days from signing of the Agreement, the Purchaser shall pay the first instalment of 50% (fifty percent) of the purchase price amounting to TZS 112,350,000.00 (Tanzania shilling of One Hundred Twelve Million and Three Hundred and Fifty Thousand) Only which shall constitute downpayments for the purchase price.
- b) The second Instalment of 50% (fifty percent) of the purchase price amounting to TZS 112,350,000.00 (Tanzania shilling of One Hundred Twelve Million and Three Hundred and Fifty Thousand) shall be paid upon successful issuance of the title deed in the name of the Purchaser."
- c) Prior to the second installment, the Buyer may commission third-party due diligence on the property. If material title defects or legal issues are discovered, the Buyer may adjust payments or terminate the Agreement. Upon termination, the Seller shall refund all sums paid and compensate the Buyer for related costs within thirty (30) days of written notice.
- d) The said payment shall be affected on the Vendor Bank Account and the Agent Bank Account as follows: -

BANK NAME: TPB BANK

ACCOUNT NAME: MAJALIWA TEMBEKO NDAGOWE

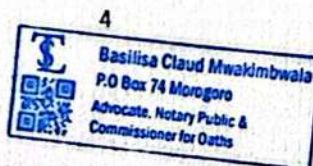
BANK ACCOUNT NUMBER: 01000122121

ARTICLE - 4

4.0 THE VENDOR WARRANTS / OBLIGATIONS

In consideration of the Contractual Sum payable by the Purchaser at the date of this

PA. Juma (2x)



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Agreement, and in consideration of the Purchaser undertaking and incurring expenses in connection with the Purchaser's Obligations, the Vendor undertakes:

4.1 That as soon as reasonably practicable after the date of this Agreement to instruct the Vendor to send the Transaction Documents to the Purchaser's Advocate; and to answer promptly all enquiries raised by the Vendor's Advocate relating to the Property or the Transaction, to respond promptly to any amendments to the draft sale and purchase agreement proposed by the Vendor's Advocate and do all other work reasonably required to enable contracts for the Transaction to be exchanged within the Contractual Period;

4.2. To supply the Purchaser Advocate with all documentation, information and authority reasonably necessary to enable the Purchaser to draft and negotiate the sale and purchase agreement and do all work necessary to enable contracts for the Transaction to be exchanged in time;

4.3 During the contractual Period not to send, instruct, allow anyone else to Send any Transaction Documents to anyone other than the Purchaser's advocate; and

4.5 During the Contractual Period, not to (nor instructor allow anyone else to): encumber or deal with the title to the Property except with the Purchaser; or solicit or respond to any approach to encumber or deal with the title to the company and Properties with anyone other than the Purchaser

4.6 During the Contractual period the Vendor is not allowed to enter into any contractual agreement with anyone except the Purchaser.

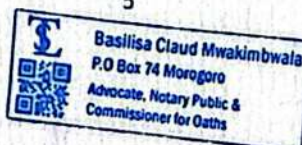
4.7 the Vendors agrees to purchaser that the land is free to be converted industrial use

4.8 The Vendor guarantees the Purchaser that the Property is sold free from mortgage, liens, charges or any encumbrance whatsoever and there is no suit relating to it, and in any case should the Purchaser be called upon to pay and/or discharge any liability owing to the property as at the date of signatures hereof, then and on that event the Vendor will immediately indemnify the Purchaser.

4.9 The Vendor irrevocably guarantees to provide full assistance to the Purchaser until the title deed is duly issued under the Tanzania Investment Centre (TIC) whereas the Purchaser shall be responsible for settling all applicable government fees, and Taxes upon which the necessary documentation shall be submitted to TIC to facilitate the processing and issuance of the title deed.

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4.10 The Vendor hereby guarantees that the land is sold to the Purchaser without any improvements, fixtures, or attachments thereon. The Vendor further warrants that he holds full legal ownership and have the absolute right to sell the land and all its attachment. Upon second installment payment of the purchasing price, the Vendor shall have no further rights, interests, or claims whatsoever against the Purchaser in relation to the land or any structures thereon, and they irrevocably waive any future claims in this regard. The Vendor shall be responsible for the any claims arises in terms ownership of the property or any other claims related to the property.

4.11 The Vendor acknowledges and agrees that, due to applicable legal requirements from the Ministry of Lands and any relevant authorities, any portion of the land that will not be included in the land title registration. The Purchaser can deduction some amount in respect to the portion of land deducted and purchasing price of this agreement from the second instalment of purchasing price.

ARTICLE 5

5.0 THE PURCHASER OBLIGATIONS

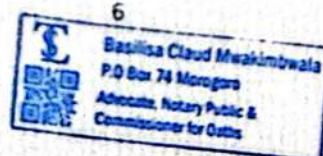
In consideration of the first instalment payment of **TZS 224,700,000/= (Tanzania Shilling Two Hundred Twenty Four Million and Seven Hundred Thousand)** by the Purchaser on 14th April 2025, and in consideration of the Vendor undertaking the Vendor's Obligations, the Purchaser undertakes to instruct the Purchaser's Advocate as soon as reasonably practicable after the date of this agreement to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Vendor and any third parties about the Property and do any other work required to enable contracts for the Transaction to be exchanged within the Contractual Period.

During the Contractual period the Purchaser is not allowed to enter into any contractual agreement with anyone except the Vendor.

ARTICLE 6

6.0 THE VENDOR AND PURCHASER COVENANTS:

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- 6.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place after the Purchaser has been registered as owner of the company and the said Right of Occupancy.
- 6.2 No Agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 6.3 That if the proposed change of use fails due to any act, omission, or default of the Seller, including misrepresentation, non-disclosure, or lack of cooperation, the Seller shall, within thirty (30) days of receiving the Buyer's written notice and supporting documentation, refund the full purchase price, pay additional compensation equal to fifty percent (50%) thereof, and fully indemnify the Buyer for all resulting losses, including legal, professional, and administrative costs..

ARTICLE 7

7.0 TERMINATION

- 7.1 The Purchaser may terminate this agreement with immediate effect by written notice to the Vendor. If the Purchaser terminates this agreement, the Vendor shall not refund any amount paid in respect of this transaction.
- 7.2 In the event that the Seller unilaterally terminates this Agreement for any reason not attributable to the Buyer, the Seller shall indemnify the Buyer for all losses suffered as a result of such termination. These shall include, without limitation, all sums paid under this Agreement, opportunity costs, project development losses, fees paid to third parties (including but not limited to legal counsel, consultants, agents, and surveyors), as well as any other consequential or incidental losses suffered by the Buyer. Such compensation shall be paid in full within thirty (30) days of termination.

ARTICLE 8

8.0 TIME OF THE ESSENCE

The Parties agree that the execution of the land title registration in the Purchaser's name and final payments of second instalment to the Vendor shall constitute the completion of the transaction and the finalization of all terms herein, thereby rendering this Agreement null and void, except for any provisions that expressly survive termination.

AAZ [Signature]



[Signature]

ARTICLE 9

9.0 THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This agreement has been entered into on the date stated at the beginning of it.

ARTICLE 10

10.0 APPLICABLE LAW AND DISPUTE CLAUSES

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be submitted to the exclusive jurisdiction of the High Court of Dar es Salaam, United Republic of Tanzania, which shall be the designated court of competent jurisdiction.

ARTICLE 11

11.0 MISCELLANEOUS PROVISIONS

- 11.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 11.2 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzanian Laws.
- 11.3 This Agreement shall be in the English Language and in three (3) original searches being authentic.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

SIGNED AND DELIVERY AT DAR ES SALAAM

By the said MAJALIWA TEMBEKO NDAGOWE

Who has been Introduced to me by CHEN GUI

This _____ day of April 2025

MAJALIWA

VENDOR



WITNESSED BY

NAME: ALLY ABDALLAH MADENGE

SIGNATURE: *[Signature]*

DESIGNATION: VILLAGE EXECUTIVE OFFICER

MAJALIWA



[Handwritten mark]

NAME: SALMA HEMEDI MANDAI
SIGNATURE: Salmi
DESIGNATION: VILLAGE CHAIR PERSON

BEFORE ME

Name: Basilisa claud Mwakimbwala
Signature: B. claud
Address: 74 Morogoro
Qualification: Advocate



SIGNED AND DELIVERY AT DAR ES SALAAM
By the said U HOME INNOVATION TECHNOLOGY
LIMITED Which is represented by YU BIN
Who has been Introduced to me by CHEN GUI
This 11 day of April 2025



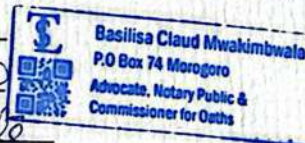
WITNESSED BY:

NAME: YU BIN
SIGNATURE: [Signature]
DESIGNATION: Director



BEFORE ME

Name: Basilisa claud Mwakimbwala
Signature: B. claud
Address: 74 Morogoro
Qualification: Advocate



SPOUSE'S CONSENT

(Under Section 59 of the Law of Marriage Act, [Cap.29 RE of 2002] and Section 113(3) of the Land Act, [Cap.113 RE of 2002] as amended by the Land (Amendment Act) No. 2 of 2004)

The Consent is made by the way of Deed this 11th day of April 2025

1. I, **NORAH ENOCK BANDYA**, being the wife of **MAJALIWA TEMBEKO NDAGOWE**, am cognizant of the provisions of the Law of Marriage Act, [Cap.29 RE of 2002] and the Land Act, [Cap.113 RE of 2002] as amended by the Land Amendment Act No. 2 of 2004 and the regulations regarding disposition of matrimonial assets.
2. That I am aware of the fact that the property described herein, located at **Kinene, Mwalusembe, Mkuranga District, Pwani Region**, recognized by Village government Authority and that the said property forms part of matrimonial assets.
3. That the said **MAJALIWA TEMBEKO NDAGOWE** intends to transfer and/or dispose the said property by way of sale in favour of **U HOME INNOVATION TECHNOLOGY LIMITED** of Dar Es Slaam, I confirm that I have no any objection on the said transfer.
4. That this declaration serves as my unqualified and irrevocable consent for the disposition of the said property and that I undertake not to object by way of suit, caveat or interference in any way whatsoever and that this consent shall be binding upon my estate throughout.

SIGNED and DELIVERED by the said
NORAH ENOCK BANDYA
who is known to me personally/identified
to me by **MAJALIWA TEMBEKO NDAGOWE**

in my presence this 11th day of April 2025

Norah



Name: Basilisa claud Mwakimbwala

Signature : B. claud

Postal Address : 74 Morogoro



Qualification: COMMISSIONER FOR OATHS



