

THE LAND ACT, No. 4 OF 1999

SALE AND PURCHASE AGREEMENT

BETWEEN

BURKA COFFEE ESTATES LIMITED

AND

GW SAFARIS LIMITED

CONCERNING THE SALE OF PARCELS OF LAND BEING PLOTS NO. 1061, 1067 AND 1069 MEASURING 11,307 SQUARE METERS TO BE EXCISED FROM CERTIFICATE OF TITLE NUMBER 1554, LOCATED AT OLOSIVA AREA, WITHIN THE ARUSHA DISTRICT, ARUSHA - TANZANIA

Drawn By:

Mawalla Advocates

Mawalla Road Mawalla Heritage Park

Mawalla Law Offices Plot No. 175/20

Arusha Tanzania P.O. Box 6101

Telephone: 0754 - 282038

Email: info.arusha@mawalla.co.tz



SALE AND PURCHASE AGREEMENT

This **SALE AGREEMENT** is made this 12th day of MARCH, 2025.

BETWEEN

BURKA COFFEE ESTATES LIMITED a limited liability private company incorporated and registered under the Companies Ordinance, CAP. 212 as repealed and replaced by the Companies Act, No. 12 of 2002 of the laws of the United Republic of Tanzania of P.O. Box 90, Arusha - Tanzania (hereinafter called "**the Vendor**") which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title of one part;

AND

GW SAFARIS LIMITED a limited liability private company incorporated and registered under the Companies Act, No. 12 of 2002 of the laws of the United Republic of Tanzania of P.O. Box 11090, Arusha- Tanzania (hereinafter called "**the Purchaser**") which expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns of the other part;

Each a "**Party**" and together the "**Parties**".

PREAMBLE:

- A. WHEREAS** the Vendor is the legal owner of the parcel of land being Plots No. 1061, 1067 and 1069 measuring 11,307 square meters to be excised from Certificate of Title Number 1554, located at Olosiva area, within the Arusha District, Arusha - Tanzania, together with all the unexhausted improvements and other developments thereon as delineated and edged in red in the approved Town Planning Drawing annexed hereto and marked as "Annexure A" (herein referred to as "**the Property**").
- B. AND WHEREAS** the Vendor has agreed to sell and transfer to the Purchaser the aforesaid Property and the Purchaser has agreed to purchase the Property on the terms and conditions as hereinafter appearing free from any encumbrances (herein referred to as "**the Transaction**").

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Vendor's Initials.....

Purchaser's Initials 

C. AND WHEREAS the Parties understand that the sale and transfer of the Property contemplated in this Agreement is subject to government statutory approvals and consents and each Party hereby confirms to use its best efforts to fulfil their obligations to ensure a successful completion of the Transaction.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Sale Agreement unless the context otherwise provides:-

"Agreement" means this Sale Agreement governing the sale of the Property (as defined hereunder) between the Vendor and the Purchaser.

"the Property" means the parcel of land which is the subject of this Agreement as described in Article 2 hereof.

"Purchase Price" means the amount of **United States Dollars Two Hundred and Forty Eight Thousand Nine Hundred and Sixty One (USD 248,961) only** payable by the Purchaser to the Vendor as consideration for the purchase of the Property.

"USD" means United States Dollars, the currency of the United States of America.

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 of this Agreement

- 1.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid, illegal or otherwise unenforceable, or indications to that effect are received by either of the Parties from any competent authority, the Parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

ARTICLE 2

2.0 DESCRIPTION OF LAND SOLD/THE PROPERTY

ALL THAT parcel of land being Plots No. 1061, 1067 and 1069 measuring 11,307 square meters as delineated and edged in red in the approved Town Planning Drawing annexed hereto, to be excised from Certificate of Title Number 1554, located at Olosiva area, within the Arusha District, Arusha - Tanzania and includes all things naturally growing on the land, buildings and other structures permanently affixed to the land, and all other improvements whatsoever in or on the land.

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 In consideration of the Purchaser paying the Purchase Price to the Vendor, the Vendor shall transfer to the Purchaser the title and absolute ownership of the Property together with the improvements and developments thereon free from any encumbrances whatsoever.
- 3.2 The Purchase Price shall be in United States Dollars or its equivalent in Tanzanian Shillings at the prevailing exchange of the Vendor's bank on the day it is due and payable

- 3.3 It is agreed that the Purchaser shall pay the agreed Purchase Price into the Vendor's designated bank account as follows;
- 3.3.1 75% of the Purchase Price shall be paid within five (5) working days from the signing date of this Agreement; and
- 3.3.2 The remaining 25% of the Purchase Price shall be paid within five (5) working days after the Vendor has obtained capital gains tax assessment from the Tanzania Revenue Authority for the Transaction. The assessment will be expected within 60 days from the initial instalment paid to the Vendor by the Purchaser.
- 3.4 It is agreed that should the Purchaser fail to pay the Vendor the initial installment of the Purchase Price in line with clause 3.3.1 above, this Agreement will terminate automatically without the need for any further notice from the Vendor to the Purchaser.
- 3.5 It is further agreed that should the Purchaser fail to pay the Vendor the final installment in line with clause 3.3.2 above, this Agreement will terminate automatically without the need for any further notice from the Vendor to the Purchaser. The Purchaser shall pay the Vendor liquidated damages calculated at 5% of the Purchase Price. The Vendor shall return the deposit to the Purchaser, after deducting the calculated liquidated damages.
- 3.6 It is further agreed that the Purchase Price is the consideration for the purchase of the Property in its current condition and shall not be subject to any adjustment to take into account any road network, social amenities or any other physical factors.

ARTICLE 4

4.0 SPECIFIC CONDITIONS TO THE SALE

- 4.1 That the Property is being sold by the Vendor to the Purchaser on an "as is where is" basis. Upon receipt of the full Purchase Price, the Vendor shall within reasonable time, instruct Arusha District Council ("ArDC") to process and issue a new Certificate of Title for the Property in the Purchaser's name which shall have the respective approved land use in

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Vendor's Initials.....*D.V.*

Purchaser's Initials.....*[Signature]*

- 5.4 Clear and open all the roads situated within the project area at a level of morrum. The roads will be opened in phases starting in July 2025.
- 5.5 Handover of the Certificate of Title of the Property to the Purchaser within Fourteen (14) days upon issuance of the same by ArDC in line with clause 5.3 above.
- 5.6 Grant vacant possession of the Property to the Purchaser in two phases;
- 5.6.1 Restricted/passive vacant possession shall be granted concurrent with the handing over of the Title Deed to the Purchaser as stated under clause 5.5 above. The Purchaser shall have access to the Property for viewing and related activities during the working hours however, Purchaser shall not undertake any alterations, modifications, installations, cutting/uprooting of trees or any physical development on the Property.
- 5.6.2 Complete vacant possession shall be granted within fourteen (14) days of Burka Coffee Estates Limited commencement of the construction of the road network as per clause 5.4 above and completion of 2025 coffee crop harvest by August 2025 in line with commitment with the Tanzania Coffee Board.

ARTICLE 6

6.0 PURCHASER'S OBLIGATIONS

The Purchaser shall have the following obligations;

- 6.1 Make such inquiries as he considers relevant and necessary for the purposes of his intended purchase of the Property.
- 6.2 Pay the agreed Purchase Price in line with the terms of this Agreement.
- 6.3 Pay costs for issuance of a new Certificate of Title in the Purchaser's name (including Application fee, Certificate of Title fee, Premium, Stamp duty, registration fee and land rent) against a Government assessment to be issued by the ArDC.

- 6.4 Pay annual land rent to the respective government authority following registration of the Property in the Purchaser's name. The Purchaser shall assume this obligation even before receiving vacant possession of the Property.
- 6.5 Be available whenever required by the Vendor to sign the new Certificate of Title to be processed in line with clause 5.3 above.

ARTICLE 7

7.0 JOINT OBLIGATIONS

Any new cost, levy or tax introduced or made aware of after signing of this Agreement shall be shared equally between the Parties.

ARTICLE 8

8.0 ACCESS AND VISIT TO THE PROPERTY

- 8.1 The Parties have agreed that following execution of this Agreement, viewing or visiting the Property will not be allowed until the transaction is completed and the Property is handed over to the Purchaser i.e. Certificate of Title is handed over to the Purchaser by the Vendor and restricted/passive vacant possession is granted in line with clause 5.6.1 above.
- 8.2 After the grant of vacant possession of the Property to the Purchaser, the Purchaser shall access his Property through the approved roads only within the project area.
- 8.3 All equipment relating to the coffee farming will be removed prior to giving complete vacant possession of the Property to the Purchaser and will remain the property of the Vendor. The equipment includes irrigation equipment, plumbing, farming implements, and any other farm equipment.

ARTICLE 9

9.0 THE VENDOR'S COVENANTS

The Vendor hereby covenants that;

- 9.1 It is understood that in the event the sale and the eventual transfer envisaged in this Agreement shall fail for no fault of either Party, the Parties herein shall return to the status quo whereas all the monies deposited and paid by the Purchaser in consideration of the sale shall be refunded to the Purchaser in full by the Vendor and without any right of setoff or counterclaim. Thereafter neither Party shall have any claim against the other arising from this Agreement.
- 9.2 To promptly pay all utility accounts and all outgoings levied or assessed on the Property until such time when the new Certificate of Title will be issued in the Purchaser's name. These shall include but are not limited to water and electricity bills, land rent and any dues to government agencies.
- 9.3 The Vendor agrees to indemnify and hold harmless the Purchaser from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including legal fees and costs, but only to the extent caused by, arising out of, or relating to the Vendor's non-adherence of the applicable laws.
- 9.4 Until the date of Completion or termination of this Agreement, whichever is earlier, the Vendor will not solicit or otherwise agree to enter into any agreement for the sale, lease or transfer of the Property and shall not encumber or otherwise dispose of or deal with the Property (or any part of it) in a manner which is inconsistent with this Agreement.

ARTICLE 10

10.0 THE PURCHASER'S COVENANTS

The Purchaser hereby covenants that:

- 10.1 The Purchaser shall abide by the development conditions of the assigned land use of the Property and shall not develop or dispose of the Property in

Vendor's Initials.....*DP*
Purchaser's Initials.....*AD*

such a manner that may affect or impair the value of the other neighbouring landowners' adjoining properties. All terms and conditions stipulated in this Agreement shall further bind all subsequent owners of the Property.

- 10.2 The Property shall be used and developed as per the permitted use as designated herein and in compliance with the provisions of laws, the conditions stated under Sellani City Detailed Planning Scheme approved via Government Notice Number 545 which was published on the 28/9/2018. The Sellani City Zone 1 Land Use Regulations and Restrictions is attached herewith and marked as Annexure "B" and forms part of this Agreement.
- 10.3 The Purchaser and subsequent purchasers shall consider the Vendor as a stakeholder and neighbour of the Property and shall inform the Vendor of any application for land use changes, amalgamation, sub-divisions or consolidation of the Property.
- 10.4 Should the Purchaser subsequently intend to dispose of the Property to another person, the Purchaser shall have the obligation to inform the Vendor of such disposition within fourteen (14) days of signing the Sale and Purchase Agreement. This obligation binds the Purchaser if the sale of the Property, or part thereof happens within two (2) years after acquisition of the Property by the Purchaser.
- 10.5 The Purchaser acknowledges and confirms that it is an express condition of the present sale that all covenants and other obligations of the Purchaser shall be imposed upon and bind any and all subsequent Purchasers of the Property, each of whom shall be obliged as a condition precedent to obtaining ownership of the Property, or part thereof, to sign a Deed of Adherence to this effect in the form attached as "Annexure C" to this Agreement, a copy of which shall in each case be forwarded to the Vendor in the case of any such sale of the Property, or part thereof, which occurs within the next Five (5) years of the date hereof.
- 10.6 The Purchaser shall ensure that the existing trees are well maintained, and the Purchaser shall not cut or cause to be cut any tree on the Property except on that portion of land to be developed and after receiving relevant approval from ArDC.

- 10.7 The Purchaser shall only commence construction after receiving complete vacant possession of the Property as stated under 5.6.2 above and shall ensure the Property is well maintained and protected at all times and shall be developed within the time frame stated in the Certificate of Title.
- 10.8 The Purchaser confirms that all risks and liability for the Property shall pass to him upon handing over of vacant possession by the Vendor.
- 10.9 The Purchaser confirms and acknowledges that failure to observe and perform any of the covenants and conditions outline above shall entitle the Vendor to take and implement any appropriate measure as it deems fit together with taking legal actions (including for damages) against the Purchaser.

ARTICLE 11

11.0 THE VENDOR'S RESTRICTIONS, REPRESENTATIONS, AND WARRANTIES

The Vendor represents and warrants as follows to the Purchaser,

- 11.1 That it has good marketable title to the Property and that the Property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no litigation pending before any forum or court in respect of the said land or proposed sale and transfer. In the event of such claims, the Vendor shall indemnify the Purchaser immediately.
- 11.2 All restrictions, conditions and covenants applicable to the Property have been fully observed and complied with in all material respects, and no notice of any material breach thereof has been received or is to the Vendor's knowledge likely to be received.
- 11.3 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals for disposition.

- 11.4 The execution or performance of the terms and conditions of this Agreement, Transfer Deed and all related documents shall not result in any breach of the Vendor's Memorandum and Articles of Association, or any related corporate documents.
- 11.5 All information given by or on behalf of the Vendor to the Purchaser in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all material respects, and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading in any material respect.
- 11.6 The Vendor acknowledges that all beacons and markers to identify the Property are in place and in the event, any is found to be missing prior to the issuance of Certificate of Title in the name of Purchaser, the Vendor shall immediately replace them at its own cost.
- 11.7 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing that is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement on the whole or part of the Property.
- 11.8 That it represents and warrants that it has the right, power, and all necessary authority to enter into the Sale and Purchase Agreement and to transfer to the Purchaser the Property free of all encumbrances whatsoever.

ARTICLE 12

12.0 THE PURCHASER'S RESTRICTIONS, REPRESENTATIONS, AND WARRANTIES

The Purchaser represents and warrants as follows;

- 12.1 The Purchaser has good and sufficient power, authority and right to enter into this Agreement and complete the transactions contemplated hereby without violating any laws known to him.

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- 12.2 By signing this Agreement, it confirms to have completed or waived its rights to conduct his own due diligence investigations in respect of the Vendor's Property contemplated in this Agreement.
- 12.3 The Purchaser agrees to indemnify and to hold the Vendor harmless against all proceedings, costs, claims, demands, charges or expenses and liabilities arising out of misrepresentation, omission to disclose any fact relevant to the intended disposition or breach of the representations and warranties or non-compliance with any of the covenants contained herein resulting in the Vendor suffering any damage or incurring any liability.
- 12.4 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing that is intended to or may impair or have an adverse effect upon the consummation of the Transaction on the whole or part of the Property.
- 12.5 It confirms that all negotiations related to this Agreement and the Transaction have been carried on by the Purchaser and his lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against the Vendor for a broker's commission, finder's fee or other like payments to any person or entity.

ARTICLE 13

13.0 CONFIDENTIALITY

- 13.1 Neither Party nor its officers or agents of either of them shall disclose any proprietary or confidential information obtained in the course of undertaking this transaction or other engagements under this Agreement, or a Party's business or operations without the prior written consent of the other Party. Any information, personal or otherwise, that the Purchaser learns during the course and term of this Agreement which relates to the Vendor and any officer, director or owner thereof, is considered to be confidential and subject to the nondisclosure obligations hereunder.

- 13.2 It is understood that a Party shall be exempted from the above obligation if by any legal obligation under an order from a court of law or any other authority with jurisdiction, discloses any confidential information related to the other Party obtained under this Agreement or any engagement thereof, provided, however, that the disclosing Party shall provide 30 days' advance notice to the non-disclosing Party prior to disclosing any such confidential information.

ARTICLE 14

14.0 COMPLETION OF THE TRANSACTION

The Vendor and the Purchaser hereby expressly agree that the completion of the Transaction will take place on the occurrence of the following events:

- 14.1 Successful registration of the Purchaser as the registered owner of the Property and issuance of New Certificate of Title in the name of the Purchaser.
- 14.2 Handing over of complete vacant possession of the Property by the Vendor to the Purchaser in line with clause 5.6.2 above.

ARTICLE 15

15.0 NOTICES

All notices, requests, consents, demands, waivers and other communications, duly given by either Party, shall be in writing in the English language, and shall be sent by hand delivery or prepaid post letter:

FOR THE VENDOR:

Mr. Alex Rechsteiner – Director
Burka Coffee Estates Limited
P.O. Box 90
Arusha
Email: alex.rechsteiner@live.com

FOR THE PURCHASER:

Gw Safaris Limited
P.O. Box 11090
Arusha - Tanzania
Email: mohanjeet@gamewatchers.co.ke

ARTICLE 16

16.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 All matters arising from and in connection with this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.
- 16.2 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall, upon agreement by both Parties, be referred to Mediation whereby a Mediator shall be jointly chosen by the Parties to mediate.
- 16.3 If the dispute has failed to be resolved by Mediation including failure of the Parties to agree on a Mediator, the same shall be referred to Arbitration by the Parties. Further, each Party shall appoint one Arbitrator, and the two appointed Arbitrators shall appoint an Umpire and together shall arbitrate the matter to its finality and their decision shall be final and conclusive.
- 16.4 The Arbitration proceedings shall be in Arusha Tanzania and be construed in accordance with the Arbitration Act, Cap. 15 of the Laws of Tanzania, R.E. 2022.

ARTICLE 17

17.0 DISCLAIMER

The Purchaser admits that he has inspected the Property and purchases it with full knowledge of its actual state and condition and purchases the property on 'AS IS WHERE IS' basis.

ARTICLE 18

18.0 MISCELLANEOUS PROVISIONS

- 18.1 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.
- 18.2 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.
- 18.3 If any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation it shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if that term, condition or provision had not originally been contained in this Agreement.
- 18.4 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

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IN WITNESS HEREOF, the Parties hereto have executed three (3) originals of this Sale Agreement on the date and year first herein above written in the following manner:-

SEALED with the **COMMON SEAL** of the said **BURKA COFFEE ESTATES LIMITED** and **DELIVERED** in our presence this 12th day of MARCH 2025.



NAME: Dean Peterson

SIGNATURE: [Handwritten Signature]

QUALIFICATION: Director

POSTAL ADDRESS: 90 Anusha

NAME: Alex George Iwarria

SIGNATURE: [Handwritten Signature]

QUALIFICATION: Authorized signatory

POSTAL ADDRESS: 90 Anusha

Vendor's Initials [Handwritten Initials]
Purchaser's Initials [Handwritten Initials]

SEALED with the COMMON SEAL of the
said GW SAFARIS LIMITED and
DELIVERED in our presence this
12th day of MARCH 2025.



NAME: MANDEEP KAYR MANN

SIGNATURE: 

QUALIFICATION: DIRECTOR

POSTAL ADDRESS: 2353, ARUSHA

NAME: John S. Mwanjama

SIGNATURE: 

QUALIFICATION: C/secretary

POSTAL ADDRESS: 11090 Arusha