

AGREEMENT FOR THE SALE OF LAND

BY AND BETWEEN

WAHID ABDALLA MOHAMMED

AND

WANYOU TANZANIA MINING LIMITED

**FOR THE SALE OF LAND PLOT 15, BLOCK B, 52352 SQUARE METERS
LOCATED AT MKIU, MKURANGA DISTRICT, COASTAL REGION.**

DRAWN BY: -

**Winstlaw Attorneys
3rd Floor, Alfa Plaza
Ali Hassan Mwinyi Road,
Plot No.G6
P.O. Box 32080
DAR ES SALAAM**



AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam thisday of2025

By and between

WAHID ABDALLA MOHAMMED, a natural person resident of DAR ES SALAAM with Postal Office Box **21553 DAR ES SALAAM** hereinafter called **the Vendor**, (and which expression shall where the context so admits include permitted successors and assigns) of the **ONE PART**.

And

WANYOU TANZANIA MINING LIMITED, a limited liability company incorporated under the laws of Tanzania whose registered address is within Tanzania of Postal Office Box, hereinafter called **the Purchaser**, (and which expression shall where the context so admits include permitted successors and assigns) of the **OTHER PART**.

WHEREAS the Vendor is absolutely seized and possessed of or well and sufficiently entitled to the surveyed piece of land with **Plot No 15, Block B, 52352 Square meters** located at **Mkiu village** within **Mkuranga District, Coast Region** hereinafter referred to as "the Property";

WHEREAS the Vendor absolutely agrees that the said surveyed land with Plots number 15, Block B, 52352 Square meters being surveyed subject to the change of land use to industry and commercial use, and subsequently be registered under TIC in favor of the Purchaser.

WHEREAS the Vendor has offered to sell the Property to the Purchaser together with all exhausted and unexhausted improvements made, carried, and undertaken on the property, subject to the terms and conditions hereinafter appearing, and the Purchaser has agreed to buy the said properties as it is more particularly described in the Surveyed sketch map.

WHEREAS the Vendor shall not grant to anyone or the public a charge-free license, easement, right of way or trackage rights pursuant to which the Vendor shall have the exclusive obligation and duty to close, block and stop the public or anyone enjoy a charge-free license, easement, right of way or trackage rights to the demised premises as per the approved Town Plan duly incorporated in the survey plan upon payment of the first instalment and execution of the agreement as it shall cause the Purchaser to fail to conduct smoothly operations of the intended business plan thereon.



NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Vendor shall sell and the Purchaser shall buy the said property free from any encumbrances, lien, or third-party notice for consideration of **USD 180,000** for said purchased land under the ownership of the Vendor which Plot No 15, Block B, 52352 Square meters located at Mkiu village within Mkuranga District Coast Region (hereinafter called the Purchase Price).
2. The payment of the shall be paid as follows;
 - a. The parties agree that the Purchaser shall pay the advance payment of the purchase price equivalent to **USD 130,000** only as the initial payment of the agreed Consideration/ Purchase price immediately within 3 working days after the execution of this Agreement for Sale of Land.
 - b. The parties agree that the Purchaser shall pay the final Instalment of the purchase price equivalent to **USD 50,000** of the agreed Consideration/ Purchase price after confirming and subsequently obtaining the certificate of the leasehold Agreement on Derivative right from Tanzania Investment Centre in favor/ and in the name of Purchaser.
3. The parties agree that the vendor shall pay the capital gain tax whereas, on the final payment, the purchaser shall deduct **USD** being the vendor's payment of the capital gain tax.
4. That Vendor by signing and executing this agreement acknowledges and undertakes to grant and cause vacant possession on the Property and thereupon the Vendor shall handover the land (including trees and buildings), and the developments thereon to the Purchaser to be his property as per the governing laws of the United Republic of Tanzania subject to the fulfillment of the obligations under this agreement.
5. That in the event the parties to this Agreement breach the terms and conditions of the agreement shall reimburse the other party the whole amount paid with interest at commercial rate of 10% per annum together with subsequent costs incurred thereto.
6. The parties hereto agree that they shall simultaneously with the execution of this agreement, execute all the relevant documents for the conveyance of the said property by the Vendor to the Purchaser and the parties undertake and shall use their best endeavors to seek and obtain or cause to be sought and obtaining Leasehold agreement under derivative right in the name of the Purchaser or as the purchaser shall dim fit from the Tanzania Investment Center.
7. That the execution of this agreement and any other supporting documents necessary hereto is subject to the Vendor granting access to the demised premises for the specific purpose of the construction of the boundary wall or any structure or leveling land, and clearing some trees by the Purchaser and in the event such access is not granted the Vendor shall reimburse the Purchaser all those payments made in advance.



15. AMENDMENTS

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of the Parties.

16. ENFORCEMENT

A failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part hereof, or the right of any Party to enforce the provisions of this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

18. GOVERNING LAW

This Agreement shall be construed and governed in the accordance with the Tanzania Law.

19. JURISDICTION

Any dispute or difference which may arise between the parties hereto or as to the rights or obligations of either party hereunder or otherwise in connection with this Agreement which shall not have been settled by mutual Agreement of the parties shall be placed before the courts of competent authority in Tanzania.

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

Signed and delivered by the said
WAHID ABDALLA MOHAMMED
and delivered before us,
this day of 2025

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VENDOR


BEFORE ME:
Name:.....
Signature:.....
Designation: Advocate/Commissioner for Oaths

**STAMPED with the COMMON STAMP of
WANYOU TANZANIA MINING LIMITED
in the presence of us:
this day of 2025**

