

LAND SALE AGREEMENT

BETWEEN

ALEYA ZULFIKAR REMTULLA

AND

COAST NICKEL INDUSTRY LIMITED

DRAWN BY;

**ASHA MDOE,
P. O. BOX 9752,
DAR ES SALAAM – TANZANIA**



LAND SALE AGREEMENT

This SALE AGREEMENT is made this5..... day of10....., 2023.

BETWEEN

ALEYA ZULFIKAR REMTULLA, P.O BOX 7438 DAR ES SALAAM - Tanzania, (herein after called the 'Vendor' which expression shall include and extend to persons deriving the title under the Vendor, his successors and assigns) of the one part;

AND

COAST NICKEL INDUSTRY LIMITED, whose address is P.O. Box 80975 Dar es Salaam (herein after referred to as 'Purchasers' which expression shall include and extend to persons deriving the title under the Purchasers, their successors and assigns) of the other part;

PREAMBLE

WHEREAS: The Vendor is the owner of all that parcel of land of sqm 105924 together with all improvements thereon situated at plot no 9, block "C", street KIKONGO ward in KIBAHA District COAST region.

WHEREAS: The Vendor has considered and agreed to sell and transfer the Land to the Purchasers and the Purchasers have agreed to purchase the said plot of land for the sum of TZS 619,200,000/=

AND THAT: The Vendor is willing to sell and transfer the Land to the Purchasers and the Purchasers have agreed to purchase the said plot of land on terms and conditions as herein agreed.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS: -

1.0 PURCHASE PRICE AND MODE OF PAYMENT

- 1.1 In consideration, of the terms and conditions herein the Purchaser paying the sum of TZS 619,200,000/= to the Vendor, the Vendor shall transfer the ownership of the said land free from any encumbrances to the Purchasers. The consideration shall be paid on signing this agreement and all related documents to enable the Purchaser to transfer the said plot of land.
- 1.2 On the date of signing this contract the Purchaser will pay the Vendor sum of Tzs. 61,920,000/= which is 10%, after getting the new use of the and according to Township planning the Purchaser will pay Tzs 247,680,000/= which is 40%



of agreed amount. After the survey finished and lodging for title deed the Purchaser will pay Tzs. 247,680,000/= which is 40% of the agreed amount. **AND THE REMAINING AMOUNT WILL BE PAID to Tanzania Revenue Authority which is 10% of the agreed amount (this amount is for withholding tax) which will make the total sum agreed.**

- 1.3 The Vendor hereby covenants with the Purchasers that he shall hand over vacant possession of the property to the Purchasers upon signing of this Agreement and receiving the amount as agreed in this Agreement.
- 1.4 Further the Vendor covenants with the Purchasers that the Vendor shall not remove any improvement thereon on handing over the said land.

2. DESCRIPTION OF THE LAND

- 2.1 The Vendor is hereby selling and the Purchasers are hereby purchasing the said plot of land and the scaled sketch map of the said plot of land shall be attached and form part of this agreement.

3.0 THE VENDOR'S COVENANTS

- 3.1 The Vendor has marketable title to the property and that the property is not subject to any mortgage, lien, lease, or other encumbrance of any nature whatsoever and that the land is not a clan land and that there is no any company, co-operative society or any body in the Vendor's family who claims right of ownership over the land.
- 3.2 The Vendor covenants to the Purchasers that he will compensate the Purchasers for any cost incurred by the Purchasers in any proceeding of civil nature for all claims that may arise or being instituted by any body from the village or neighboring village relating to the purchase of the said land.
- 3.3 This agreement witnesses that the Purchasers will commence the new ownership of the said land and the Vendor shall cease ownership of the said land soon after signing of this agreement and payment of consideration as agreed herein.
- 3.4 This sale agreement shall include the successors and assignees of both parties.
- 3.5 The Vendor hereby covenants that he shall be willing to compensate the Purchasers for any civil proceedings relating to any loss or any responsibilities arising out of this agreement or arising out of any provision of this agreement. The said compensation shall be paid in relation to any loss of money and time that will be incurred by the Purchasers if the said loss will result into breach of any provision of this agreement.



4.0 PURCHASERS'S COVENANTS: -

The Purchasers hereby covenants with the Vendor as follows:

- 4.1** Purchasers shall pay the said consideration in the manner provided herein or as shall be agreed in writing,
- 4.2** Purchasers shall apply and obtain all necessary permits and licenses from the relevant authorities for fulfilling any purpose intended on the land as stated in this agreement,

5.0 THE PARTIES AGREE AS HEREUNDER: -

- 5.1** This agreement includes all provisions between the parties in relation to any matter arising out of this agreement and no binding representation or guarantee whatsoever to any party in relation to any provision of this agreement.
- 5.2** No any other agreement shall add, affect, nullify or invalidate any provision of this agreement except with the written consent of both parties who signed this agreement or their representatives and agents who are dully authorized to sign on their behalf.
- 5.3** The parties hereby agree to sign and perform their duties to make sure that the contract is concluded and signed by the parties as required.

6.0 DISPUTE-SETTLEMENT CLAUSI just

- 6.1** Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

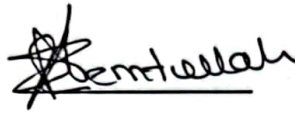
7.0 MISCELLANEOUS PROVISIONS

- 7.1** Except in case of express waiver, the fact that one Party does not exercise all or part of its rights which are connected upon it by this Agreement shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 7.2** All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.



IN WITNESS WHEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner

SIGNED AND DELIVERED by the said
ALEYA ZULFIKAR REMTULLA
Who was introduced to me by
And latter known to me personally
this 6 day of 10 , 2023.



VENDOR

Witnesses of Vendor

Name ELIZABETH MASABO

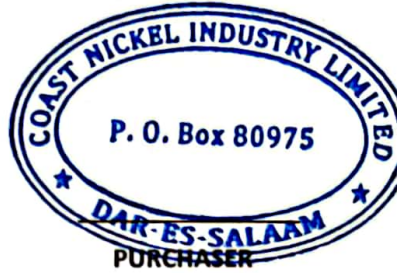
Signature [Signature]

Address 0788 214556

SEALED AND DELIVERED by the said
COAST NICKEL INDUSTRY LIMITED

On my presence

This 6 day of October , 2023



Witnesses of Vendor

Name YIJUN LI

Signature [Signature]

Address

Position Managing Director

Witnesses of Vendor

Name JIN JI

Signature [Signature]

Address

Position Director

BEFORE ME



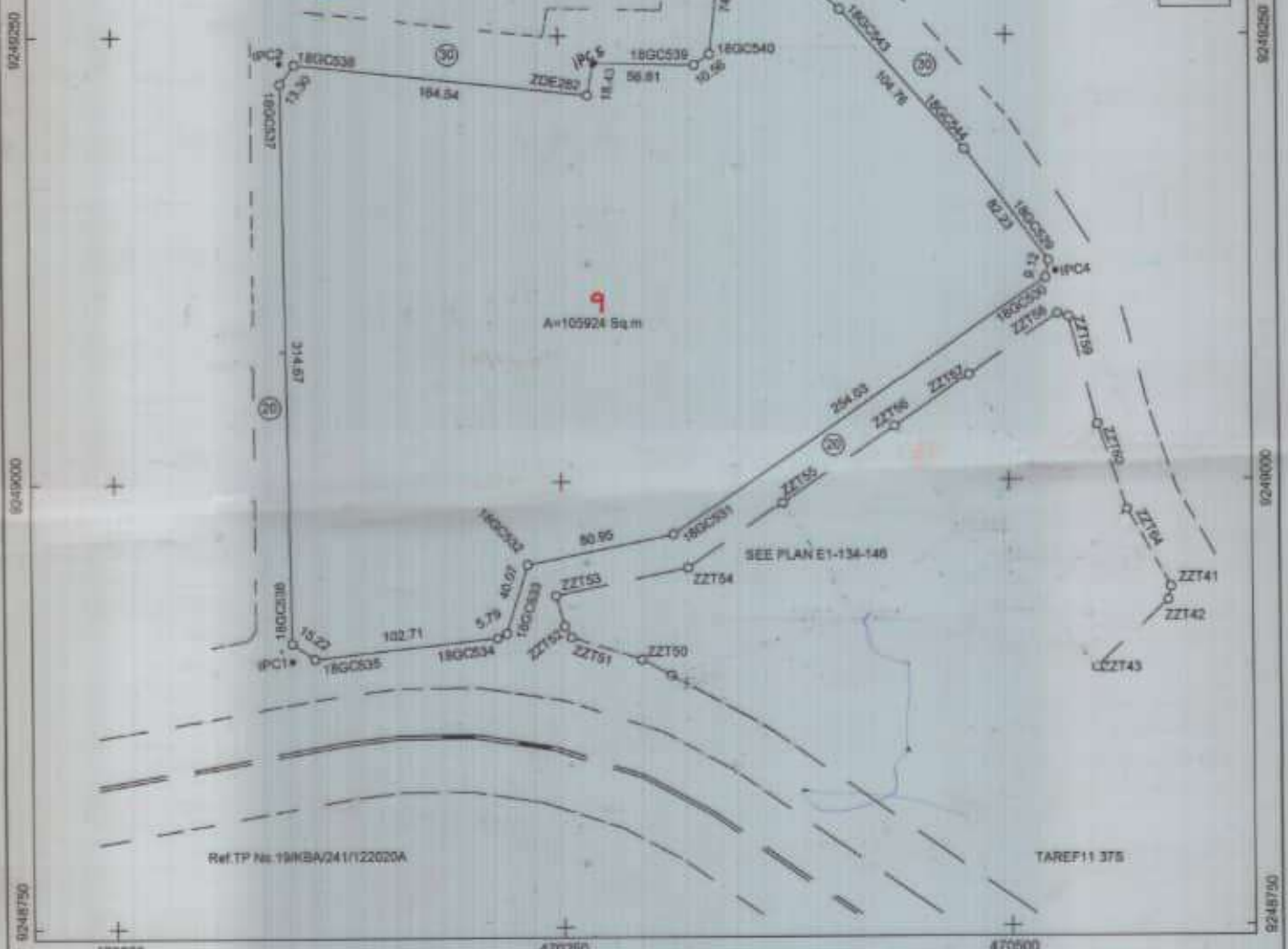
Beatha Fabian
P.O.Box 78671 Dar es Salaam
Advocate, Notary Public &
Commissioner for Oaths

COMMISSIONER FOR OATHS



SURVEY OF PLOTS NO. **9** BLOCK **"C"** AT KIKONGO
KIBAHA DISTRICT - COAST REGION

SURVEY APPROVED
Signature: *Mshaka*
REGIONAL LAND SURVEYOR
COAST REGION
Date: **02/11/2023**



RECORDS OFFICE REFERENCE	SCALE 1:2500	Plan drawn By BAKANGISHA JUMA
Comp. No. E'134^N	Amendments made by:	I hereby certify that the survey represented by this
MP No. 185/III/1^{Vol. II}	1. Mshaka N. (Plot no) 24-b-23	plan was carried out in accordance with the survey
Std Sheet No. 185/III	2.	regulations
PLAN No. E'134/212	3.	Date 23.10.2023
	Photostat Copies Sent to:	<i>Mshaka</i>
	1.	MAHANDU Mshaka E.
	2.	GEOSPATIAL LAND CONSULT LTD
	3.	LICENSED LAND SURVEYOR
		Registered Plan No. 186598



AMENDMENT OF KIRONGOLO LAYOUT PLAN
19/KBA/24/112017

KIBAHA DISTRICT COUNCIL

MINISTRY OF LANDS HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT PHYSICAL PLANNING DIVISION

Name: **H.S. 24/2017/19/2500**
Signature: **[Signature]**
Date: **03/10/2017**

Checked by: **[Signature]**
Date: **03/10/2017**
Checked by: **[Signature]**
Date: **03/10/2017**

COAST REGION
19/KBA/24/112017

Approved by: **[Signature]**
Date: **03/10/2017**

REF IP No: 19/M/L/Z/11003/2017

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