

SALES AGREEMENT

Made on this 17 day of July, 2023

BETWEEN

LAUREAN BETURANIZA KALEGEYA whose address is Postal Office Box Dar es Salaam - Tanzania (hereinafter referred to as the "Vendor" which expression shall where the context so admits, include and extend to persons deriving title under the Vendor, its successors and assigns in title) of one part;

AND

ALMA HOLDINGS LIMITED whose address is Postal Office Box 22760 Dar es salaam - Tanzania (hereinafter referred to as the "Purchaser" which expression shall where the context so admits, include and extend to persons deriving title under the Purchaser, and assigns in title) of the other part;

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

- 1.0 DESCRIPTION OF PROPERTY SOLD
 - 1.1 Plot at Rubwera Urban area in Kyerwa District Council measuring 18361 square meters with coordinates as they do appear in the sketch map, which map forms part of this agreement
- 2.0 CONSIDERATION AND MODE OF PAYMENT
 - 2.1 In consideration of Tanzania Shillings Forty-Five Million Only (TZS 45,000,000/=) only, being the purchase price of the said piece of land, and the Vendor hereby transfer to the Purchaser the rights and absolute ownership of the said piece of land free from any encumbrances whatsoever being upon full payment of the purchase price.
 - 2.2 By signing this deed the Vendor acknowledge the receipt of Forty-Five Million Only (TZS 45,000,000/=) in cash being the whole purchase price of the said piece of land.
- 3.0 VENDOR'S COVENANTS
 - 3.1 The Vendor hereby covenants to the Purchaser as follows: -
 - 3.1.1 The Vendor agrees to indemnify and hold harmless the Purchaser from any and all claims, demands, losses, causes of action, damage, judgments, including legal fees and costs, but only to the extent caused by, arising out of, or relating to non-adherence of the laws by the Vendor.
- 4.0 VENDOR'S REPRESENTATIONS AND WARRANTIES
 - 4.1 The Vendor represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this

Agreement.

- 4.1.1 That the property it is good and marketable also be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no any dispute or litigation pending or threatened before any forum or court in respect of the said land or proposed sale and transfer.
- 4.1.2 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 4.1.3 All information given by or on behalf of the Vendor to the in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.

5.0 THE PURCHASER' REPRESENTATIONS AND WARRANTIES

- 5.1 The Purchaser warrants and acknowledges as follows to the Vendor, that the Purchaser is relying upon the Vendor's representations and warranties in entering into this Agreement.

THE VENDOR'S AND PURCHASER' COVENANTS

- 6.0 The VENDOR shall meet all the land rent due before the date of entering into this agreement meanwhile the PURCHASER shall meet Government requirements for Transfer of ownership from Vendor to purchaser and pay all the prescribed fees:
- 6.1 The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:
- i. Payment of the full purchase price as agreed.
 - ii. Handing over to the Purchaser the original documents related to the premise by the vendor on the date of full payment and completion of the transfer process from the Vendor to the Purchaser.

7.0 NOTICES

- 7.1 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, prepaid post letter or other speedier mode of communications or transmittal whether manual or electronic including E – mail

8.0 GOVERNING LAW

- 8.1 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.

9.0 DISPUTE RESOLUTION

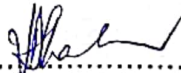
- 9.1 Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter shall be referred to a Court of competent jurisdiction.

10.0 MISCELLANEOUS PROVISIONS

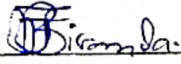
- 10.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 10.2 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
- 10.3 This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.
- 10.4 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.
- 10.5 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
- 10.6 Each Party shall bear its own cost of or in connection with the preparation and execution of this agreement

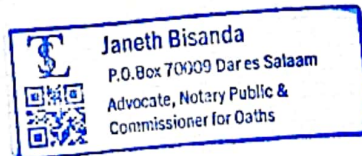
IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner: -

SIGNED and DELIVERED at DAR ES SALAAM
 by the said LAUREAN BETURANIZA KALEGEYA
 who is personally known to me/introduced to me
 by GODWIN MUGANYIZI
 Who is known to me personally,
 on this 17th day of July, 2023.

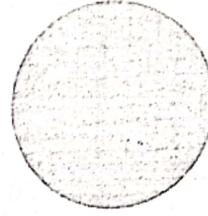


 VENDOR.

BEFORE ME
 Name: JANETH BISANDA
 Signature: 
 Qualification: Commissioner For OATH



SEALED at DAR ES SALAAM with the common
seal of ALMA HOLDINGS LIMITED 17th
day of July, 2023. }



IN THE PRESENCE OF:

Name: GODWIN MUGANYIZI

Signature: _____

Address: P.O. BOX 22760 DAR ES SALAAM

Qualification; DIDIRECTOR

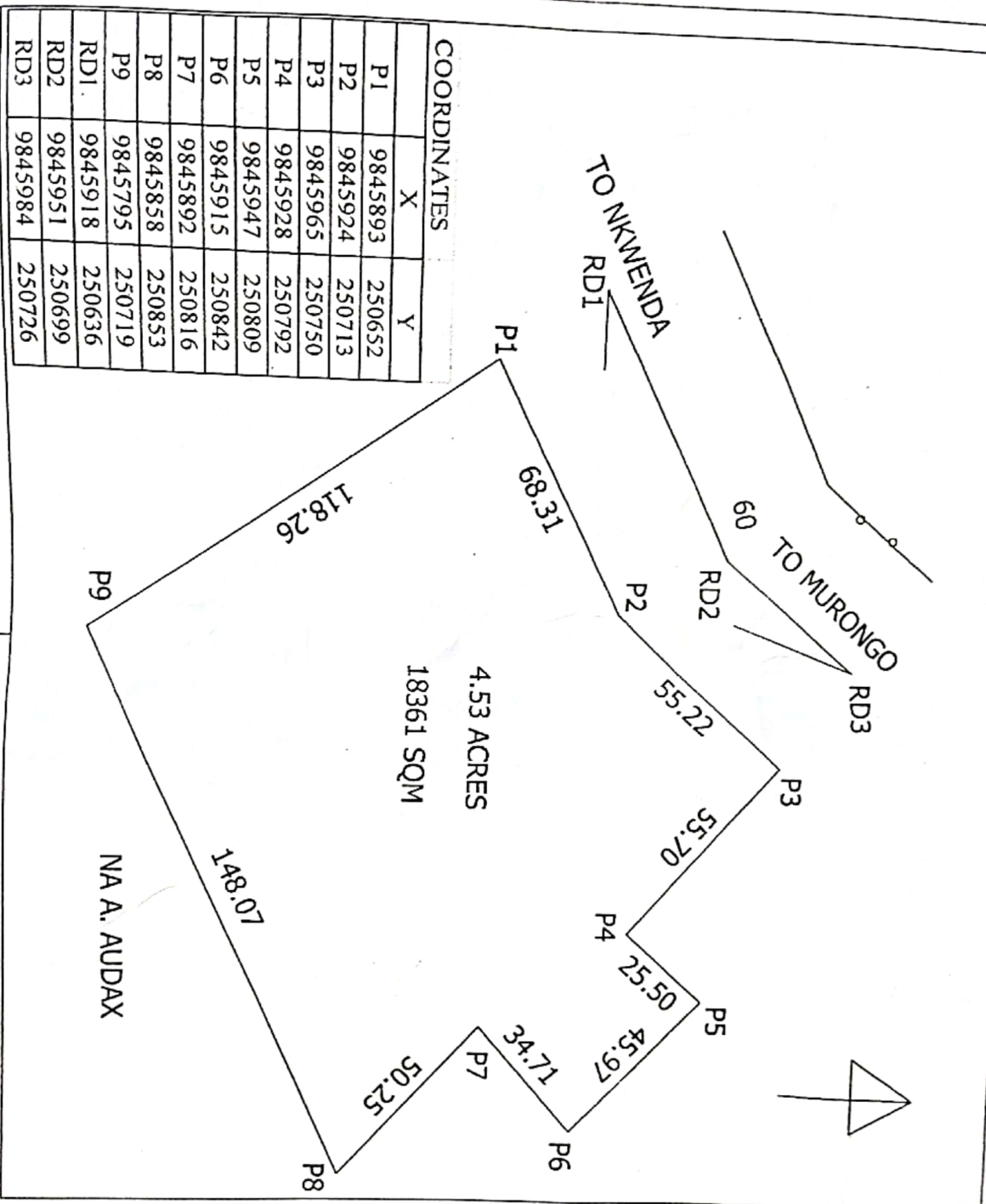
Name: _ROSEMARY MUKWENDA

Signature: _____

Address: P.O. BOX 22760 DAR ES SALAAM

Qualification; DIRECTOR

SKETCH RUBWERA URBAN AREA KYERWA DC



LAND PARCEL OWNER:
LAUREAN BETURANIZA KALEGEYA
(rtd Justice of Appeal)

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