

## SALES AGREEMENT

This Agreement is made this 17<sup>th</sup> day January 2023

### BETWEEN

**Mr. Luge George Nyongo, CITIZEN IDENTITY CARD 19850808-14114-00001-25 of P.O. Box 5729 of Dar es salaam and Winfrida George Nyongo, CITIZEN IDENTITY CARD 19750203-14114-00001-16 of P.O. Box 5729 of Dar es salaam** (hereinafter referred to as the “**Vendors**” which term covers and includes its successors in title) of the one part;

### AND

**Biotan Group Limited** of P.O. Box 106016 of Mbagala Industrial Area, Dar es salaam registered with registration number **129944** under the laws of Tanzania (hereinafter referred to as the “**Purchaser**” which term where the context so admits will include its successors in title) of the other part.

In this agreement, the Vendor and the Purchaser are also referred to as “**Parties**” and “**Party**” refers to either of them or as the context may require.

### WHEREAS:

- A. The Vendor is registered as the proprietor of a land property registered and situated at Kisemvule in Mkuranga, Plot No 27, Block D, Title No. 164500 measuring two point three two four **hectars (2.324)**. (Hereinafter referred to as the “**Properties**”)
- B. The **Vendors** have agreed to sell the property to the **Purchaser** with all the improvements there as described under **schedule 1** of this agreement;
- C. The **Purchaser** has agreed to purchase the property from the **Vendors**;
- D. That, the purchaser intends to obtain this land and be allocated derivative title through Tanzania Investment Centre.
- E. Both the Vendors and the Purchaser have conducted negotiations and are agreeable on the following terms.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS: -**

1. That the **Vendors** hereby sell and the **Purchaser** hereby purchase the properties described above at a consideration Of **Five Hundred Seventy Million Tanzania Shillings (TZS 570,000,000/=) Only** herein referred to as the "**Purchase Price**" payable in the following manner:

The Purchaser shall deposit the money in the following Vendor Accounts in equal parts:

Frida George Nyongo:

Name of Bank:	Absa Bank
Branch:	Ohio
Account Name:	Frida George Nyongo
Account Number:	001-1037720

Luge George Nyongo:

Name of Bank:	NMB Bank
Branch:	Mlimani City
Account Name:	Luge George Nyongo
Account Number:	22510055038

The Purchase Price shall be payable in the following manner:

- A. 50% equal to two hundred and eighty-five Million Tanzanian Shillings (TZS 285,000,000) upon execution of the Sale Agreement and other transfer documents within thirty (30) days from the date of signing this agreement.
  - B. 50% equal to two hundred and eighty-five Million Tanzanian Shillings (TZS 285,000,000) upon completion of the transfer at the Ministry Level. i.e. the last stage before surrender of the titles.
2. That the purchaser's advocate shall cause to obtain authentication on the title of the Properties from the relevant authority.
  3. That, the vendors shall be responsible to pay Capital Gain Tax (10% of the purchase price) which shall be deducted from final instalment by the purchaser.
  4. That the obligation of the Vendors to the Purchaser shall end upon payment of Capital Gain Tax (CGT) and completion of transfer at the Ministry Level thereafter the balance of the Purchase Price shall be released to the Vendors.

5. That, in any case, the transfer approvals and allocation of derivative title are denied, the vendors shall refund all the monies paid to them and parties shall revert into their original position prior executing this agreement.
6. That, at all time, thought the transfer process, the vendors shall collaborate with the purchaser including signing all transfer documents and availing all necessary details to the competition of transfer process.
7. That, the vendors' advocate shall take part and oversee the transfer process.
8. That upon obtaining consent of the Commissioner of Land and completion of transfer at the Ministry of Land, the Vendors shall be discharged of all obligations on the properties
9. That the Vendors guarantee that the properties are free from all encumbrances whatsoever and further that the descriptions of the said properties shall be deemed to be correct as disclosed or as apparent on inspection or search by each of them. Furthermore, the Vendors know no overriding interests regarding the property.
10. Each Party shall bear its own legal costs in connection with the transaction and Purchaser shall be responsible to pay for the stamp duty and registration fees to the relevant authority(s) in order to transfer the title in the name of the Purchaser.
11. That the Vendors undertake to furnish the Purchaser with all receipts indicating that all those charges, taxes, rents and rates which have been duly paid to the relevant authorities up to the date of sale as per paragraph 3 hereinabove.
12. That on receipt of the first instalment under clause 1(A) above of the Purchase Price as agreed herein, the Vendors shall immediately hand over to the Purchaser all other original documents such as:
  - A. Original Certificate of Title
  - B. All land rent receipts;
  - C. All property tax receipts;
  - D. Deed plan and other approved drawings;
  - E. Any other relevant documents necessary for the transfer which relate exclusively to the plot premises and business.

### **13. DISPUTE RESOLUTION CLAUSE**

- i. In the event of any dispute between the parties arising out of or relating to this Agreement, the parties shall resolve the dispute amicably through mutual consultation.
- ii. Any dispute arising from this agreement, which is not resolved, whether or not a meeting has been held, shall be referred to the competent court with jurisdiction in Tanzania.

### **14. GOVERNING LAW**

This Agreement shall be governed by and construed by the Laws of the United Republic of Tanzania


IN WITNESS WHEREOF parties have duly executed this agreement in the manner and on the day and the year hereinafter appearing.

SIGNED and DELIVERED by the said WINFRIDA GEORGE NYONGO who is known to me Personally/identified to me by \_\_\_\_\_ the

  
1<sup>st</sup> Vendor

latter being known to me personally this 11<sup>th</sup> day of January 20.23

**BEFORE ME:**

Name: EMMANUEL BUNDIA  
Address: 62297 D'salaam  
Signature:   
Qualification: Advocate




SIGNED and DELIVERED by the said LUGE GEORGE NYONGO who is known to me Personally/identified to me by \_\_\_\_\_ the

  
2<sup>nd</sup> Vendor

latter being known to me personally this 11<sup>th</sup> day of January 20.23

**BEFORE ME:**

Name: EMMANUEL BUNDIA  
Address: 62297 D'salaam  
Signature:   
Qualification: Advocate



3011175692

Sealed with the Common Seal of BIOTAN GROUP LIMITED And delivered in the presence of us this 11<sup>th</sup> day of January 2023



from nature with love  
BIOTAN GROUP LIMITED  
P.O. Box -106016, Msasani  
Dar es Salaam – Tanzania

SEAL

In Witness of;

Signature: \_\_\_\_\_



Name: PAUL SCHREILECHNER

Address: P.O. BOX 106016, DAR ES SALAAM

Qualification: DIRECTOR

Email: paul.schreilechner@biotan.at

Signature: \_\_\_\_\_



Name: JOHANNES SILLER

Address: P.O. BOX 106016, DAR ES SALAAM

Qualification: DIRECTOR

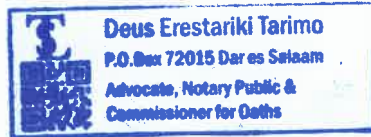
**BEFORE ME:**

Name: DEUS ERESTARIKI TARIMO

Address: P.O BOX 72015 DSM

Signature: 

Qualification: ADVOCATE



## **SCHEDULE 1**

### **PLOT NO. 27, Block D**

#### **PLOT PARTICULARS**

- Certificate of Title No. 164500MG
- Land office No. 465654
- L.D No. LD/MK/1805
- Tenure 99 years w.e.f date. 1<sup>st</sup> April 2013
- Plot size 2.324 Ha which is equivalent to 23,240 Square Metres
- Registered Survey Plan No. 71595

#### **PURCHASE PRICE**

- **TZS 570,000,000 TZS**