

THE LAND ACT, No. 4 OF 1999

SALE AGREEMENT

BETWEEN

MAWALLA HOLDINGS LIMITED

AND

GRUMETI RESERVES LIMITED

CONCERNING THE SALE OF THE PROPERTY SITUATED ON PLOTS NO. 175/2 , 175/3, 175/4 AND 175/5 MEASURING A TOTAL OF 3,303 SQUARE METERS COMPRISED UNDER CERTIFICATE OF TITLES NUMBER 18941, 18942, 18943 AND 18944 RESPECTIVELY TOGETHER WITH ALL DEVELOPMENTS THEREON, SITUATED AT BURKA AREA, ARUSHA MUNICIPLAITY WITHIN THE ARUSHA REGION

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 AGREEMENT

This **SALE AGREEMENT** is made this 28th day of June 2023.

BETWEEN

MAWALLA HOLDINGS LIMITED a 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 6101 Arusha, Tanzania (hereinafter called the "**Vendor**" which expression shall include and extend to persons deriving title under the Vendor, its successors and assigns) of one part;

AND

GRUMETI RESERVES LIMITED a 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 65, Mugumu – Serengeti, Mara Tanzania (hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving title under the Purchaser, its successors and assigns) of the other part;

PREAMBLE:

- A. WHEREAS** the Vendor is the legal and registered owner of the property situated on plots no. 175/2 , 175/3, 175/4 and 175/5 measuring a total of 3,303 square meters comprised under Certificate of Titles number 18941, 18942, 18943 and 18944 respectively together with all developments thereon, situated at Burka Area, Arusha Municipality within the Arusha Region together with all the unexhausted improvements and other developments thereon (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**").
- 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 (as per Section 5 for the Vendor and

Section 6 for the Purchaser) 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.

"Parties" means the signatories to this Agreement.

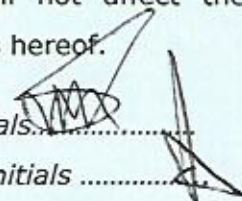
"Purchase Price" means the amount of **United States Dollars Four Hundred and Seventy Five Thousand (USD 475,000.00) only** payable by the Purchaser to the Vendor as consideration for the purchase of the Property.

"US \$" 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 hereof.

Handwritten initials of the Vendor and Purchaser are present at the bottom right of the page, corresponding to the lines for 'Vendor's Initials' and 'Purchaser's Initials'. The Vendor's initials appear to be 'VMD' and the Purchaser's initials appear to be 'A'.

- 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 ("PROPERTY")

ALL THAT property situated on plots no. 175/2 , 175/3, 175/4 and 175/5 measuring a total of 3,303 square meters comprised under Certificate of Titles number 18941, 18942, 18943 and 18944 respectively together with all developments thereon, situated at Burka Area, Arusha Municipality within the Arusha Region, together with all the unexhausted improvements and other developments thereon 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 Both Parties have agreed that the Purchase Price shall be paid to the Vendor within seven (7) days of signing this Agreement.
- 3.3 It is further agreed by the Parties 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 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.
- 4.2 Since the Purchaser is currently renting the said Property from the Vendor, the Purchaser will stop paying rent to the Vendor once the Property has been successfully transferred and registered into the Purchaser's name or once the consideration has been paid in full to the Vendor whichever comes first.
- 4.3 Both Parties have agreed that since the Purchaser is not a local company capable to own land, the Vendor will surrender the Certificates of Titles of the Property to the Government and the Purchaser will register its project with Tanzania Investment Center and process derivative rights to own Property.
- 4.4 Once the Transaction has been completed, the Vendor shall not be responsible or accountable for the existing condition or installation of any infrastructure and utilities (electricity, water, roads etc.) whether existing within the Property or not.

ARTICLE 5

5.0 VENDOR'S OBLIGATIONS

The Vendor shall;

- 5.1 Respond promptly to all reasonable enquiries from the Purchaser or his advisors for information about the said Property provided that nothing in this Agreement shall impose on the Vendor any greater duty of disclosure of matters affecting the said Property than those imposed by statute or any other law.

- 5.2 Not to do any act on the Property to prejudice or in any way affect the interests, present or future, of the Purchaser.
- 5.3 Not to negotiate or agree with any other person(s) any terms for the sale of the said Property whether such sale is to take place during or after the end of this Transaction.
- 5.4 Pay for Valuation report and Capital Gains Tax in relation to the Transaction.
- 5.5 Pay all utility bills (water and land rent) of the Property until the day the Property is transferred to the Purchaser.

ARTICLE 6

6.0 PURCHASER'S OBLIGATIONS

The Purchaser shall;

- 6.1 Honour and implement all the terms and conditions of this Agreement.
- 6.2 Make such enquiries as it considers relevant and necessary for the purposes of the intended transfer of the Property;
- 6.3 Pay for stamp duty, approval and consent fee and registration fee for this Transaction.
- 6.4 Pay legal fees for this transaction.

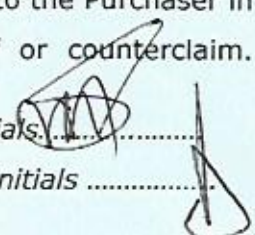
7.0 VENDOR'S REPRESENTATIONS AND WARRANTIES

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.

- 7.1 It is understood that in the event the sale and the eventual transfer envisaged in this Sale Agreement, for no fault of either Party herein, the Parties shall relapse to the *status quo* whereas all the monies 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 set-off or counterclaim.

Vendor's Initials.....

Purchaser's Initials

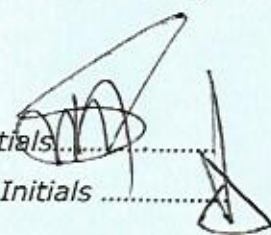


Thereafter neither party shall have any claim against the other arising from this Agreement.

- 7.2 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. And in the event of such claims, the Vendor shall indemnify the Purchaser immediately.
- 7.2 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.
- 7.3 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 7.4 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.
- 7.5 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.
- 7.6 The execution of this Agreement and the Transfer Deed or the performance of its terms will not result in any breach of any agreement to which the Vendor is a party or of any court order or decree.
- 7.7 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 the Vendor shall immediately replace them at its own cost.

Vendor's Initials.....

Purchaser's Initials

Handwritten initials for the Vendor and Purchaser. The Vendor's initials are written in a large, stylized script, and the Purchaser's initials are written in a smaller, simpler script. Both are written over dotted lines.

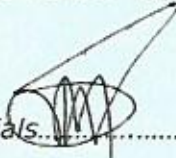

- 7.8 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement on the whole or part of the Property.
- 7.9 All negotiations related to this Agreement and the transactions contemplated hereby have been carried on by the Vendor and its lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against the Purchaser for a broker's commission, finder's fee or other like payments to any person or entity.
- 7.10 That it represents and warrants that it has the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser the Property free of all encumbrances whatsoever.

ARTICLE 8

8.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants as follows to the Vendor, and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement.

- 8.1 The Purchaser has good and sufficient power, authority and right to enter into this Agreement and complete the transactions contemplated hereby.
- 8.2 That before execution of relevant Deeds of Transfer it shall have completed or waived its rights to conduct its own due diligence investigations in respect of the Vendor's Property contemplated in this Agreement.
- 8.3 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 covenants contained herein resulting in the Vendor suffering any damage or incurring any liability.

Vendor's Initials.....
 Purchaser's Initials

8.4 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which 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 purchased land.

8.5 All negotiations related to this Agreement and the transactions contemplated hereby have been carried on by the Purchaser and its 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 9

9.0 VENDOR'S AND PURCHASER'S COVENANTS

The Parties hereby covenants that;

9.1 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.

9.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless in writing and signed by the Parties.

ARTICLE 10

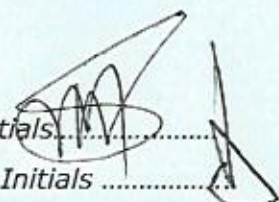
10.0 COMPLETION OF THE TRANSACTION

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

10.1 Successful execution of all transaction documents.

10.2 Issuance by the Vendor of proof of payment of all taxes and government levies for the transfer of the Right of Occupancy i.e. Capital Gains Tax Clearance Certificate.

Vendor's Initials.....
Purchaser's Initials

Handwritten initials for the Vendor and Purchaser. The Vendor's initials are 'M' and the Purchaser's initials are 'A'. Both are written in black ink and are positioned over the corresponding lines in the text above.

10.3 Handing over of vacant possession of the Property by the Vendor to the Purchaser.

ARTICLE 11

11.0 EXPENSES

Except as provided for in Clauses 5.4 and 6.4 above, each party to this Agreement shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transaction contemplated therein, including all fees and expenses of agents, representatives, counsel and accountants. In the case of termination of this Agreement, the obligation of each party to pay their own expenses shall be subject to any rights of such party arising from a breach of this Agreement by the other party.

ARTICLE 12

12.0 CONFIDENTIALITY

Both the Vendor and the purchaser hereby agree that any and all dealings between the parties shall remain strictly confidential and no information regarding the other party that comes to the knowledge of the other shall be disclosed to any third party during the term of this Agreement and after its expiration, except as shall be required by the law.

ARTICLE 13

13.0 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:

The Directors
Mawalla Holdings Limited
P.O. Box 6101
Arusha-Tanzania

Vendor's Initials.....
Purchaser's Initials

FOR THE PURCHASER:

The Directors
Grumeti Reserves Limited
P.O. Box 65,
Mugumu Serengeti-Mara Tanzania.

ARTICLE 14

14.0 GOVERNING LAW

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.

ARTICLE 15

15.0 DISPUTE RESOLUTION

15.1 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, the aggrieved party shall issue notice to the defaulting party within seven (7) days from the date the dispute or difference arose for the Parties to amicably rectify and settle the same within thirty (30) days from the date of the Notice.

15.2 Should the Parties fail to settle the dispute amicably within thirty (30) days; the dispute or difference shall within fifteen (15) days from date of failure to resolve amicably be referred to Mediation whereby an independent Mediator shall be jointly chosen by the Parties to mediate within thirty (30) days.

15.3 Should Mediation fail within the thirty (30) days or should the Parties fail to agree on the selection of the Mediator within the specified period, the dispute shall be referred to Arbitration by the Parties within fifteen (15) days by each Party appointing one independent Arbitrator and the two appointed Arbitrators shall appoint an Umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive.

15.4 The Arbitration proceedings shall be construed in accordance with the Arbitration Act, Cap. 15 R.E. 2019 or any other law that shall be applicable, and

15.5 The place of Arbitration shall be Arusha Tanzania.

ARTICLE 16

16.0 DISCLAIMER

The Purchaser admits that it 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 17

17.0 MISCELLANEOUS PROVISIONS

17.1 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.

17.2 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.

17.3 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.

17.4 This Agreement has been executed in three (3) identical originals, all of which shall constitute one instrument

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 **MAWALLA HOLDINGS LIMITED** and **DELIVERED** in our presence this ..28th day of June 2023.



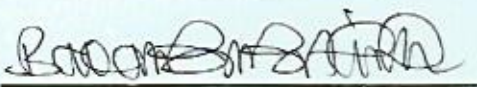
NAME: WILFRED MAMACA

SIGNATURE: 

QUALIFICATION: DIRECTOR

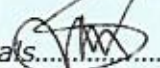

POSTAL ADDRESS: 6101 ARUSHA

NAME: LEMMY BARTHOLOMEW

SIGNATURE: 

QUALIFICATION: DIRECTOR

POSTAL ADDRESS: 6101 Arusha

Vendor's Initials 
Purchaser's Initials 

SEALED with the **COMMON SEAL** of the
said **GRUMETI RESERVES LIMITED** and
DELIVERED in our presence this
...28th day of June 2023.



PURCHASER

NAME: GRHAM LEDGER

SIGNATURE: [Handwritten Signature]

QUALIFICATION: DIRECTOR

POSTAL ADDRESS: GS MUGUMU

NAME: LEMMY BARTHOLOMEW

SIGNATURE: [Handwritten Signature]

QUALIFICATION: COMPANY SECRETARY

POSTAL ADDRESS: 6101 Arusha

[Handwritten Initials]