

**SALE OF UNSURVEYED LAND**

**BETWEEN**

**OREON RENEWABLES (T) LIMITED  
(PURCHASER)**

**AND**

**ATHANASI ALEX SIKALENGO**

**NEBART ABEDI MWACHISANGA**

**SELLERS**

**SALE OF 18 ACRES OF UNSURVEYED LAND LOCATED UTAMBALILA VILLAGE,  
MBOZI DISTRICT, WITHIN SONGWE REGION**

**SALE OF UNSURVEYED LAND CONTRACT**

THIS CONTRACT is made on this 31<sup>st</sup> day of January, 2024

**BY AND BETWEEN**

**OREON RENEWABLES (T) LIMITED**, a limited liability company incorporated under the laws of Tanzania on 18<sup>th</sup> September 2023, with incorporation number **168645031**, with its main office in the city of Dar es Salaam, Tanzania (hereinafter called "**the Purchaser**") of the One Part;

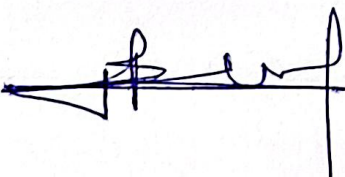
**AND**

**ATHANASI ALEX SIKALENGO**  
**NEBART ABEDI MWACHISANGA**

all natural persons, and residents of Utambalila village found in Mbozi district, within Songwe region, Tanzania, and also owners of unsurveyed land subject to this contract, (hereinafter collectively referred to as "**the Sellers**") of the other Part;

**WHEREAS:**

- A.** The sellers are the owners of the unsurveyed land measuring about 18 acres, all situated in Utambalila village in Mbozi district, within Songwe region, Tanzania, which is identified to be suitable for the establishment, development and running of the purchaser's 5MW solar power generation project. And thus, the purchaser is desirous and willing to purchase, and the sellers willing to sell, the said land for purposes aforementioned, and upon the terms and conditions contained herein.
- B.** This contract is executed upon presentations made by the sellers to the purchaser that the former legally own the land under customary means which ownership is confirmed and approved by the village land council through meetings, the minutes of which shall be availed to the purchaser or its legal representatives. If in any case, and at any stage of the assignment the ownership of the land in question is discovered to be questionable as a result of misrepresentations made by the sellers to the purchaser, the latter shall be legally and unequivocally bound to refund all the monies received by them from the purchaser as consideration for the purchase of the said land. The refund shall be in addition to, and not



a substitute of, all other costs incurred by the purchaser in the course of purchasing the sellers' land and all other expenses incurred by the purchaser by acting on the representations made by the sellers.

NOW, THEREFORE, the sellers and the Purchaser, (each "Party" and collectively, the "Parties") in consideration of the mutual promises contained in this Contract, and intending to be legally bound, agree as follows:

## **PART 1: INTRODUCTION**

### **1. DEFINITIONS:**

Wherever used in this Contract, unless the context shall otherwise require, terms defined above shall have the meanings assigned to them. As used in this Contract, the following terms have the meanings specified below:-

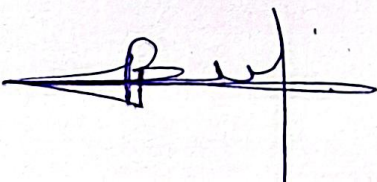
- |     |                  |  |
|-----|------------------|--|
| 1.1 | "Sellers"        | means <b>VILLAGERS NAMED ABOVE</b>   |
| 1.2 | "Purchaser"      | means <b>OREON RENEWABLES (T) LIMITED</b>  |
| 1.3 | "Clause"         | means a clause in this Contract;   |
| 1.4 | "Transfer Date"  | means the date, on which the property can be transferred.  |
| 1.5 | "Property"       | means 18 acres situated in Utambalila village in Mbozi district, within Somgwe region, Tanzania. |
| 1.6 | "Purchase Price" | means <b>TZS 50,400,000/=</b> being the total payable amount for the property.                   |

### **2. INTERPRETATION:**

#### **2.1 Applicable Law & Jurisdiction**

2.1.1. This Contract shall be construed and governed, in all respects, in accordance with the laws of the United Republic of Tanzania regarding the sale of unsurveyed village land held under customary laws.

2.1.2 If any dispute arises regarding interpretation, construction, or performance by any party of its obligations under this contract, parties shall meet and try to resolve the



dispute amicably. If the dispute is not so resolved within a period of 30 days, then either party shall be at liberty to refer the dispute to any competent authority for determination.

**2.2 Enforceability:**

This Contract shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.

**2.3 Severability:**

Should any term or provision of this Contract be held to any extent unenforceable, invalid, or prohibited under the law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Contract. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable or prohibited shall not be affected by such invalidity, unenforceability or prohibition and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**2.4 Headings:**

Clause headings are for reference only and shall not affect the interpretation of this Contract.

**2.5 Entire Contract**

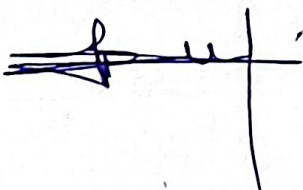
This Contract constitutes the complete and exclusive statement of the contract between the parties with respect to the subject matter of this contract and this contract supersedes any and all prior oral or written communications, proposals, representations and contract. It may be amended only by mutual contract expressed in writing and signed by both parties.

**PART 2: TERMS AND CONDITIONS OF SALE**

**3. SALE OF PROPERTY: CONSIDERATION**

**3.1 Sale of Property:**

The sellers have agreed to sell the property to the Purchaser and the Purchaser has agreed to purchase the said property from the sellers.

A handwritten signature in blue ink, consisting of a stylized name followed by a vertical line extending downwards.

### 3.2 Consideration

Each acre of land is sold at TZS 2,800,000/= Thus the value of all 18 acres is TZS 50,400,000/= which is payable by the Purchaser to the sellers.

### 3.3 Payment mode and timeline

3.3.1 The purchaser has given power of attorney to **LIGANGA & Co. ADVOCATES**, who shall supervise and control payment process of consideration amounts to the villagers. And therefore, payment to the villagers from **LIGANGA & Co. ADVOCATES** constitutes payment of the same from the purchaser to the villagers. By signing this contract, the villagers unequivocally agree on this condition. To that end, the purchaser shall deposit all consideration amount to the following bank details:

**Account Number: 025C824755900**

**Account Name: LIGANGA & CO. ADVOCATES**

**Bank: CRDB**

**Currency: USD**

**Branch: AZIKIWE BRANCH**

**Swift: CORUTZTZ**

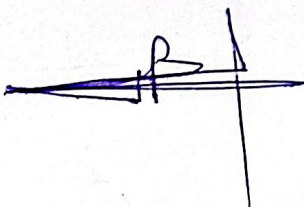
3.3.2 The sellers shall each of them sign a **payment acknowledge form** to be issued to them by **LIGANGA & Co. ADVOCATES** to indicate that they've received all the moneys for the sale of their land to the purchaser.

### **Taxes and Legal Fees**

3.4 All taxes and fees associated with this transfer shall be made good by the purchaser. This includes, **Capital Gain Tax (CGT), Stamp duty, evaluation costs, Transfer fees, and legal fees.**

### 4. **Other conditions binding the parties:**

4.1 Right after signing of this contract and consideration amount paid in full, the ownership of the property shall be deemed to have shifted from the sellers to the purchaser and the sellers shall have no right on it whatsoever. The sellers shall



handover all ownership documents to the purchaser in respect of all 18 acres, the property.

- 4.2 Right after signing of this contract and consideration amount paid in full, the purchaser, and any other person(s), legal or natural, working under the purchaser's instructions shall be free, as absolute owners, to use the land for all lawful purposes and intents, including, but not limited to, conducting any studies necessary for the purchaser's project.
- 4.3 The sellers shall always be under strict duty to cooperate with the purchaser during the whole process of processing of title deed of the property incase their involvement and/or participation is needed at any point during title deed processing.
- 4.5 Together with this contract, parties must also execute the special unsurveyed land transfer forms obtained from and witnessed by the village government. Each seller must execute a separate form with the purchaser and each form shall include the following necessary particulars:
  - a. Signature of the seller
  - b. Seller's thumbprint
  - c. Seller's passport size photo
  - d. Village chairman or village executive officer's stamp put on each seller's passport size photo
  - e. The approval signature by the village chairman or village executive officer, with stamp.
- 4.6 Each seller must handover to the purchaser the original copy of exchequer receipt from the village as proof of payment to the village of all necessary fees associated with this transfer.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a vertical line and a horizontal line extending to the left.

4.7 When signing below, each seller must put his signature, thumbprint and passport size photo to the spaces provided for each.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written.

SIGNED and DELIVERED by the said ATHANASI ALEX SIKALENGO who is known to me personally/identified to me by ..... the latter being known to me personally in my presence this 31<sup>st</sup> day of January, 2024



*[Signature]*  
SELLER



BEFORE ME:

Name: ENJANI Mwachisanga  
Signature: *[Signature]*  
Address: Utambalila  
Qualification: Mwanika Kijiji

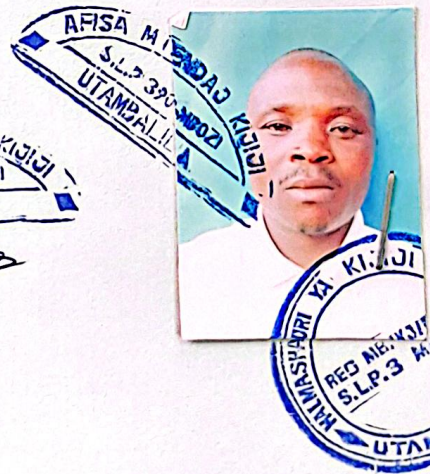


NEBART  
SELLER

SIGNED and DELIVERED by the said NEBART ABEDI MWACHISANGA who is known to me personally/identified to me by ..... the latter being known to me personally in my presence this 31<sup>st</sup> day of January, 2024

BEFORE ME:

Name: ENJANI Mwachisanga  
Signature: *[Signature]*  
Address: Utambalila  
Qualification: Mwanika Kijiji

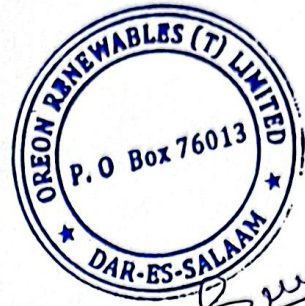


ALL BEFORE ME



*[Signature]*

SIGNED and ENDORSED with a common SEAL of OREON RENEWABLES (T) LIMITED and signed by authorised representative who is known to me personally/identified to me by.....the latter being known to me personally in my presence this 21<sup>st</sup> day of January, 2024



.....  
PURCHASER

**SIGNED BY:**

Name: *Fikisi Isanga*  
Title: *An Attorney for the Purchaser*  
Signature: *[Handwritten Signature]*

**BEFORE ME:**

Name: *Elisha Boniface Kiula*  
Signature: *[Handwritten Signature]*  
Postal Address: *76013 Dar es Salaam*  
Qualification: *ADVOCATE*

