

R O R Y A D I S T R I C T

INSET SHOWING DETAILS OF PLOT



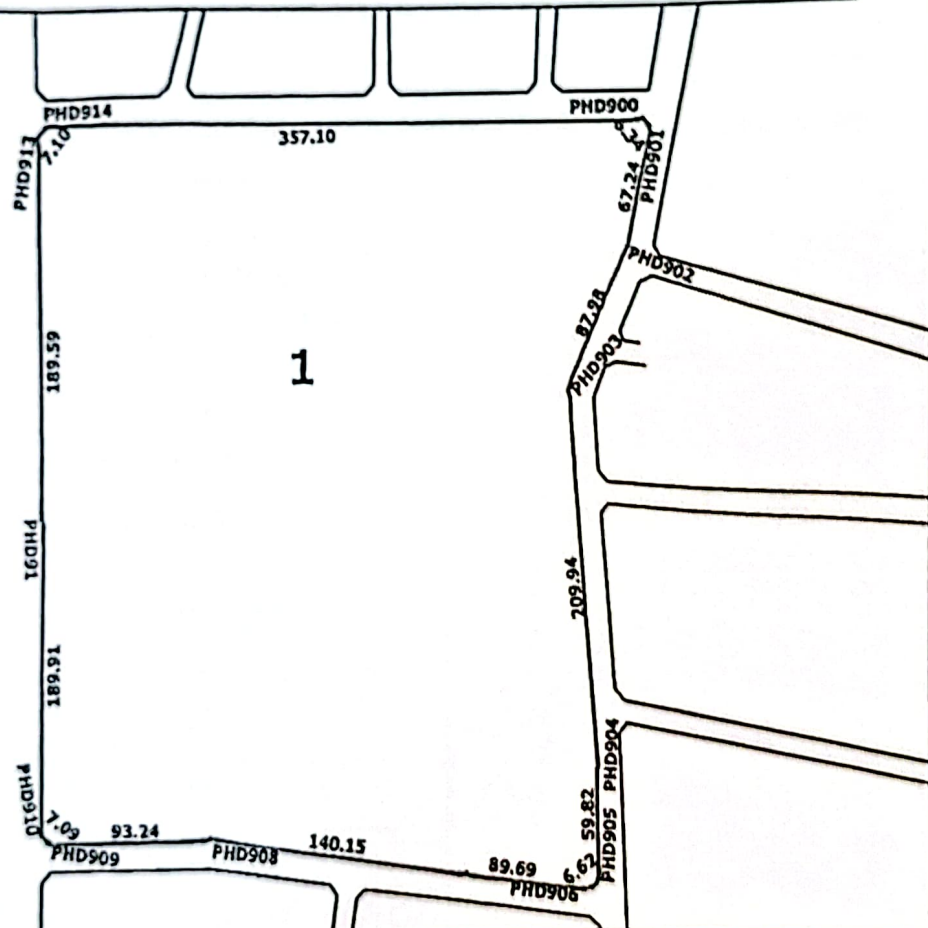
Location. MIKA -NYASORO AREA

Block. "A"

Plot no. 1

L.O.NO. 336697

Area. 13.422 Ha



The issue of this plan implies no guarantee or admission of title by the government

This plan prepared in accordance with registered plan no 187979 is approved for the purposes of the land registration Act cap 334... *W. M. M. M.* for director of surveys and mapping date... 21.02.2024
Ministry of lands and Human settlements Development
Dodoma

SCHEDULE

ALL that Land known as Plot No. '1' Block 'A' situated at Milka-Nyasoro in Rorya District Mara Region containing Thirteen Decimal Point Four Two Two (13.422) Ha shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 187979 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

Given under my hand and my official seal the day and year first above written.

ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this..... 25th)
day of..... March..... 2024.)

Name..... GILEAD TER.....)

Signature..... [Signature].....)

Postal Address:..... 938 DSM.....)

Qualification:..... EXECUTIVE DIRECTOR.....)

Name..... Francis Ndumura.....)

Signature..... [Signature].....)

Postal Address:..... Box 938.....)

..... Dfalaamu.....)

Qualification:..... Senior Legal officer.....)

CONTRACT FOR SALE OF FARM

THIS AGREEMENT is made the 24 day of June 2022

BETWEEN

ZADOCK ONG'ALA ALILA, TOBIAS OLIMA OJODE, DAMAS D. JOSEPH, PRISCA LAWI, ERNEST VITALIS OJODE, PIUS OSANG'O NYAMHANGA, DISHM Q.OJODE, AMOS DANIEL WADUMA, AND ONDURO MINANGA NYAMBASO of Rorya District, Mara Region, Tanzania (hereinafter called "Vendors") of one part;

AND

ZBS INVESTMENT LIMITED, registered company under the Companies Act Cap 212, of P.O. Box 1242 Dar es Salaam, Tanzania (hereinafter called "the purchaser") of the other Party;

WHEREBY IT IS AGREED as follows:-

1. The Vendors hereby sale and the Purchaser hereby buys all that parcel of farm with the **size of 26 Acres** situated at **Mdunku village, Engusero Ward, KITETO DISTRICT IN MANYARA REGION**, (hereinafter called the "Property") Upon the terms and conditions set out hereinafter.
2. The purchaser herein wants to purchase the farm for the establishment of **6 MW SOLAR PLANT PROJECT**.
3. The Purchase price shall be **USD 1125 (United States dollars one thousand one hundred twenty five) per Acre** whereby the total price for all 26 acres is **USD 29,250** (say United states dollars twenty nine thousands two hundred fifty).
4. The Vendors has already received 10% of the purchasing price which is **USD 2925** (say United states dollars two thousands nine hundred twenty five) prior to the execution of this Agreement. The remaining balance of **90%** of the purchasing price, which is **USD 26,325** (say United states dollars twenty six thousand three hundred twenty five) shall be paid upon the purchaser obtaining **LETTER OF INTENT FROM TANESCO**.

5. The Vendors shall hand over vacant possession after signing of this agreement unless otherwise agreed in writing. Provided, that, vacant possession shall be effected only upon execution of this Agreement and payment of the purchase price as per clauses 4 above.
6. The Purchaser shall bear all charges, costs and expenses in connection with arising out of or necessary for giving effect to this Agreement and the Deed of Transfer.
7. The Vendors warrant that:-
 - (a) the Vendors are the owners of the title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever;
 - (b) Upon payment of the full purchase price, the vendors covenants to fully cooperate with the purchaser in all processes in obtaining certificate of title in the name of the purchaser.
 - (b) all restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the Property have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendors knowledge likely to be received;
 - (c) all information given by or on behalf of the Vendors to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true, complete and accurate in all respects and the Vendors are not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
 - (d) the execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the Vendors are parties or of any Court order;
 - (e) the Vendors, as to their best knowledge, are not aware of any encroachment by the Property onto any neighboring property;
 - (f) the Vendors herein are not aware of any intended expropriation of the Property or any portion of it.
8. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained herein shall be binding on the parties.

9. No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and in the manner hereinafter appearing.

SIGNED by the said ZADOCK ONG'ALA ALILA)

Who is known to me personally/who is)
identified to me by)

The latter being known personally to me)
and DELIVERED in my presence this)
24 day of 06, 2022)

ONG'ALA
VENDOR

SIGNED by the said TOBIAS OLIMA OJODE)

Who is known to me personally/who is)
identified to me by)

The latter being known personally to me)
and DELIVERED in my presence this)
24 day of 06, 2022)

[Signature]
VENDOR

SIGNED by the said DAMAS D. JOSEPH)

Who is known to me personally/who is)
identified to me by)

The latter being known personally to me)
and DELIVERED in my presence this)
24 day of 06, 2022)

[Signature]
VENDOR

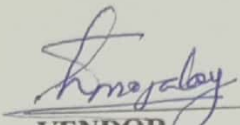
SIGNED by the said PRISKA LAWI)

Who is known to me personally/who is)
identified to me by)

PRISKA
VENDOR

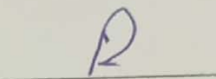
The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

SIGNED by the said **ERNEST VITALIS OJODE**)
Who is known to me personally/who is)
identified to me by)


VENDOR

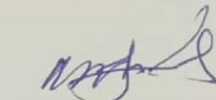
The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

SIGNED by the said **PIUS OSANG'O NYAMHANGA**)
Who is known to me personally/who is)
identified to me by)


VENDOR

The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

SIGNED by the said **DISHM O. OJODE**)
Who is known to me personally/who is)
identified to me by)


VENDOR

The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

SIGNED by the said **AMOS DANIEL WADUMA**)
Who is known to me personally/who is)
identified to me by)


VENDOR

The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

SIGNED by the said **ONDURO MINANGA NYAMBASO**)
Who is known to me personally/who is)

identified to me by _____)

[Signature]
VENDOR

The latter being known personally to me)
and **DELIVERED** in my presence this)
24 day of 06, 2022)

BEFORE ME

Name: **FIKIRI LIGANGA**

Signature: [Signature]

Postal Address: **P. O. Box 76013, DAR ES SALAAM**

Qualification: **ADVOCATE**



SEALED and DELIVERED by the said **ZBS INVESTMENT LIMITED**

Who is known to me personally/who has been)
identified to me by _____)

The latter being known to me personally and)
DELIVERED in my presence this 24)
Day of 06, 2022)

[Signature]
PURCHASER

BEFORE ME

Name: **FIKIRI LIGANGA**

Signature: [Signature]

Postal Address: **P. O. Box 76013, DAR ES SALAAM**

Qualification: **ADVOCATE**



- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion of the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Erect on land Buildings in permanent material designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Kiteto District Council (hereinafter called "the Authority")
 - (iv) Submit to the Authority building plans within Six months from the date of commencement of the Right.
 - (v) Begin building construction within first six months after the approval of the building plans by the Authority.
 - (vi) Complete the building construction within Thirty Six months from the date of commencement of the Right.
 - (vii) Plant several trees to preserve environment
3. **USER:**The land shall be used for Industrial -Solar Energy Plant Purposes only. Use Group 'Q' Use classes (g) as defined in the Urban Planning (Use Groups and Use Classes), Regulations 2018.
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 7. The President may revoke the right for good cause and or public interest.

SCHEDULE

ALL that Land known as Plot No. '10'Block 'A' situated at Engusero Area in Kiteto District containing One Hundred Twelve Thousand Two Hundred (112,200) square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 172993 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

Given under my hand and my official seal the day and year first above written.

ASSISTANT COMMISSIONER FOR LANDS

The within named **TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this.....)
day of.....,.....2024.)
Name)
Signature.....)
Postal Address:.....)
.....)
Qualification:.....)
Name)
Signature.....)
Postal Address:.....)
.....)

CONTRACT FOR SALE OF FARM

THIS **AGREEMENT** is made the 4 day of July 2022

BETWEEN

HABIBU MBWANA MSONDE of Mdunku Village, Engusero ward, Kiteto district, Manyara Region, Tanzania (hereinafter called "**Vendor**") of one part;

AND

ZBS INVESTMENT LIMITED, registered company under the Companies Act Cap 212, of P.O. Box 1242 Dar es Salaam, Tanzania (hereinafter called "**the purchaser**") of the other Party;

WHEREBY IT IS AGREED as follows:-

1. The Vendor hereby sale and the Purchaser hereby buys all that parcel of farm with the **size of 27 Acres** situated at **Mdunku village, Engusero Ward, KITETO DISTRICT IN MANYARA REGION**, (hereinafter called the "Property") Upon the terms and conditions set out hereinafter.
2. The purchaser herein wants to purchase the farm for the establishment of **6 MW SOLAR PLANT PROJECT**.
3. The Purchase price shall be **USD 1125 (United States dollars one thousand one hundred twenty five) per Acre** whereby the total price for all 27 acres is **USD 30,375** (say United state dollars thirty thousand three hundred seventy five).
4. The Vendor has already received 10% of the purchasing price which is **USD 3075** (say United states dollars three thousands seventy five) prior to the execution of this Agreement. The remaining balance of **90%** of the purchasing price, which is **USD 27,337** (say United states dollars twenty seven thousand three hundred thirty seven) shall be paid upon the purchaser obtaining **LETTER OF INTENT FROM TANESCO**.
5. The Vendor shall hand over vacant possession after signing of this agreement unless otherwise agreed in writing. Provided, that, vacant possession shall be

effected only upon execution of this Agreement and payment of the purchase price as per clauses 4 above.

6. The Purchaser shall bear all charges, costs and expenses in connection with arising out of or necessary for giving effect to this Agreement and the Deed of Transfer.
7. The Vendor warrant that:-
 - (a) the Vendor is the owners of the title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever;
 - (b) Upon payment of the full purchase price, the vendor covenants to fully cooperate with the purchaser in all processes in obtaining certificate of title in the name of the purchaser.
 - (b) all restrictions, conditions and covenants (including any imposed by or pursuant to any lease) affecting the Property have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor's knowledge likely to be received;
 - (c) all information given by or on behalf of the Vendor to the Purchaser in the course of 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;
 - (d) the execution or completion of this agreement or 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;
 - (e) the Vendor, as to his best knowledge, are not aware of any encroachment by the Property onto any neighboring property;
 - (f) the Vendor herein is not aware of any intended expropriation of the Property or any portion of it.
8. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained herein shall be binding on the parties.
9. No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and in the manner hereinafter appearing.

SIGNED by the said HABIBU MBWANA MSONDE

Who is known to me personally/who is identified to me by _____)

The latter being known personally to me and DELIVERED in my presence this _____ day of _____, 2022)

VENDOR

BEFORE ME

Name: **FIKIRI LIGANGA**

Signature: _____

Postal Address: **P. O. Box 76013, DAR ES SALAAM**

Qualification: **ADVOCATE**



SEALED and DELIVERED by the said ZBS INVESTMENT LIMITED

Who is known to me personally/who has been identified to me by _____)

The latter being known to me personally and DELIVERED in my presence this _____ Day of _____, 2022)

PURCHASER

BEFORE ME

Name: **FIKIRI LIGANGA**

Signature: _____



Postal Address: *P. O. Box 76013, DAR ES SALAAM*

Qualification: *ADVOCATE*