

SALE OF UNSURVEYED LAND

BETWEEN

NEW ENERGY AFRICA TANZANIA LIMITED
(PURCHASER)

AND

SANGI KIBURE SANGI
KERELESI JAMES MAHEGA
FEDSON ELIAS MSYANGI
MARCO MACHOTA MSINENU
BIBIANA JAMES MTASIMA
DAUDI JAMES CHISUNGA
ANTHON MEGASA CHEOPSI
KITENGAI WILLIAM MSAYE
MAIRO THORA MAIRO
EMMANUEL ALPHONCE MACHIWA
MAHEMBA MASAUTA MASAUTA
MKAMA BULENGA MHINDI

SELLERS

SALE OF 34.27 ACRES OF UNSURVEYED LAND LOCATED AT BURUNGA VILLAGE,
SERENGETI DISTRICT, WITHIN MARA REGION

A CONTRACT FOR SALE OF LAND MEASURING 34.27 ACRES

THIS AGREEMENT is made on this 27 day of December, 2023

BY

NEW ENERGY AFRICA TANZANIA LIMITED, a private company limited by shares which is incorporated in Tanzania on the 31st day of August 2023, and accorded incorporation number **168194692**. The company's main office in the city of Dar es Salaam, Tanzania (hereinafter called "**the Purchaser**") of the One Part;

AND

1. SANGI KIBURE SANGI,
2. KERELESI JAMES MAHEGA,
3. FEDSON ELIAS MSYANGI,
4. MARCO MACHOTA MSINENU,
5. BIBIANA JAMES MTASIMA,
6. DAUDI JAMES CHISUNGA,
7. ANTHON MEGASA CHEOPSI
8. KITENGAI WILLIAM MSAYE,
9. MAIRO THORA MAIRO,
10. EMMANUEL ALPHONCE MACHIWA,
11. MAHEMBA MASAUTA MASAUTA
12. MKAMA BULENGA MHINDI,

Being the villagers of Burunga village, in Serengeti village, Mara region, Tanzania, (hereinafter called "**the Sellers**") of the other Part;

WHEREAS:

- A. The Purchaser (**NEW ENERGY AFRICA TANZANIA LIMITED**) is currently in the process of establishing a 5MW solar power generation plant in Burunga village, in Serengeti district, Mara region, Tanzania for purposes of generating, transmitting and distributing the same under special agreement with TANESCO. It is for that reason the purchaser is willing to buy land from the sellers under the terms and conditions as agreed upon by the parties and reflected in this agreement.

- B. The Sellers, being the owners of unsurveyed land measuring 34.27 acres situated in Burunga village, within Serengeti district, Mara region in the united republic of Tanzania, have agreed to sell their land to the purchaser, and thereafter surrender vacant possession and ownership of the same to the purchaser for the purchaser's exclusive use.

- C. 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 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.

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 **14 VILLAGERS NAMED ABOVE**
- 1.2 "Purchaser" means **NEW ENERGY AFRICA TANZANIA LIMITED**
- 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 34.27 acres situated in Burunga village in Serengeti district, within Mara region, Tanzania.
- 1.6 "Purchase Price" means USD 102,810, being the total payable amount for the property.

1. SALE OF LAND

The subject matter of this agreement is the sale of unsurveyed village land by the sellers to the purchaser, measuring 34.27 acres. The land is situated in Burunga village, Serengeti district, Mara village, Tanzania. This agreement shall be confined to this land and whatever is agreed upon by the parties in this agreement shall be limitedly applied to the said land only.

2. CONSIDERATION AND MODE OF PAYMENT:

2.1 Consideration:

The value for each acre is agreed to be **USD 3000**. Thus the total value for all **34.27** acres shall be **USD 102,810**.

2.2 Mode of Payment

It is understood by the parties that the sellers are acting under their attorney, one **SARA WOLTRAM NYONGOLE**, to whom they've given mandate to receive consideration amount from the purchaser and remit the same to the sellers individually in accordance with the number of acres each seller owns. To this end, all consideration amount shall be payable to the Attorney's bank account as follows:



Bank name: National Microfinance Bank (NMB)

Account number: 20110084761

Account name: SARA WOLTRAM NYONGOLE

Currency: USD

Branch: Bank House

Swift code: NMIBTZTZ

2.3 The payment of the consideration amount shall be made at once and in full within seven (7) days from the date of signing of this agreement.

2.4 The payment of the consideration amount by the purchaser into the sellers' attorney's bank account shall constitute complete performance on the part of the purchaser in discharging its duty to pay for the subject land. By signing this agreement, the sellers confirm that the payment of consideration amount to the attorney is as equal as payment of the same to them directly.

3. OTHER TERMS AND CONDITIONS:

3.1 This agreement is made with the understanding that transfer process of the subject land shall commence to shift ownership from the sellers to the purchaser and title deed obtained. The sellers do hereby unequivocally covenants to unconditionally cooperate with the purchaser in that process, in any way their involvement shall be required.

3.2

The sellers shall present to the purchaser all ownership documents upon signature of this Agreement. In addition, they shall cooperate at all levels of the local government, following the signing of this Agreement and payment in full, to ensure a complete legal recognition of the purchaser as being the new legal owner of the land.



3.3 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.

3.4 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.

3.5 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.

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

4. Applicable law & disputes resolution

4.1 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.

4.2 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.

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

5. 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.

6. The entire agreement:




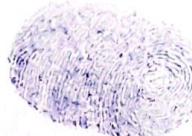
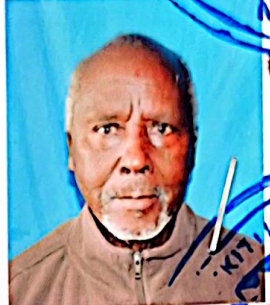



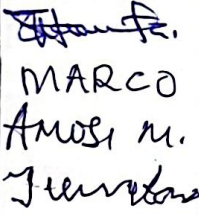




This Contract constitutes the complete and exclusive statement of the contract between the parties with respect to the subject matter of this contract and this contract supersedes any and all prior oral or written communications, proposals, representations and contract. It may be amended only by mutual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

7. Payment of taxes and other fees



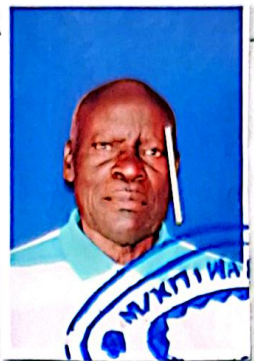


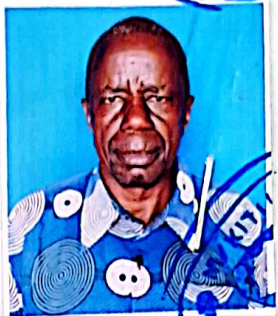
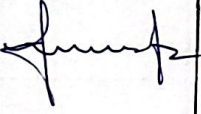



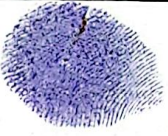
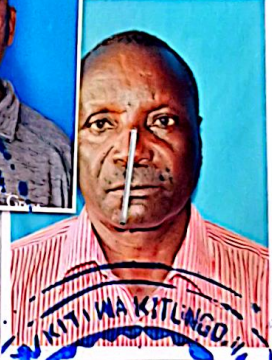


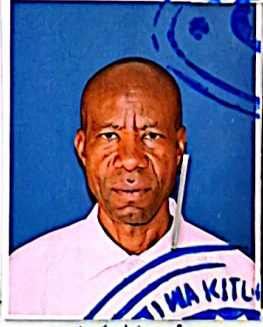
All taxes and fees associated with this transfer shall be made good by the purchaser. This includes, **Capital Gain Tax (CGT), Stamp duty, evaluation costs, Transfer fees, and legal fees.**

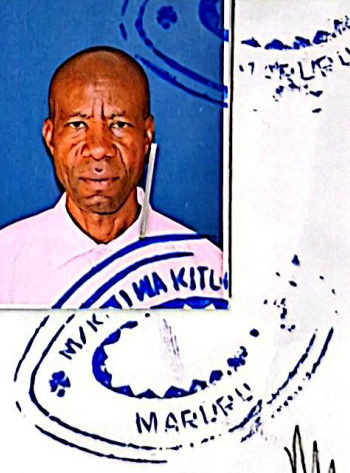
IN WITNESS whereof the parties have hereunto set their hands the day and year first above written.




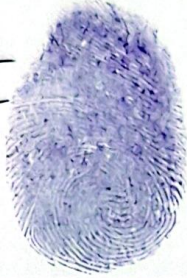
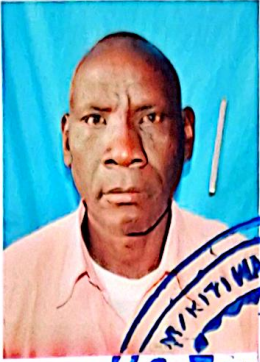


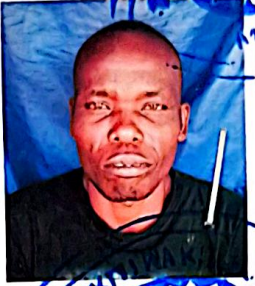


| NO | NAME | SIGNATURE | THUMBPRINT | PASSPORT PHOTO |
|----|-----------------------------|--|--|---|
| 1 | SANGI KIBURE SANGI | sangi |  |  |
| 2 | KERELESI JAMES MAHEGA |  |  |  |
| 3 | FEDSON ELIAS MSYANGI |  |  |  |
| 4 | MARCO MACHOTA MSINENU |  MARCO AMOSI M. J. Msinenu |  |  |
| 5 | BIBIANA JAMES MTASIMA | B. J. Mtasima |  |  |



| | | | | |
|----|---------------------------------|---|--|---|
| 6 | DAUDI JAMES CHISUNGA |  |  |  |
| 7 | ANTHON MEGASA CHEOPSI |  |  |  |
| 8 | KITENGAI WILLIAM MSAYE |  |  |  |
| 9 | MAIRO THORA MAIRO |  |  |  |
| 10 | EMMANUEL ALPHONCE MACHIWA |  |  |  |



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|----|--|---|--|---|
| 11 | MAHEMBA MASAUTA MASAUTA |  |  |  |
| 12 | MKAMA BULENGA MHINDI |  |  |  |
| 13 | CHRISTOPHER MASANA | | |  |
| 14 | GEORGE SAMSONI HORERA | | |  |



The above named villagers (sellers) have all signed in my presence:

Name: ELISHA BONIFACE KIULA

Signature: 

Postal Address: 76013 Dar es Salaam

Qualification: ADVOCATE




ENDORSED with a common SEAL of NEW ENERGY AFRICA TANZANIA 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~~
day of Dec, 2023



SIGNED BY:

Name: MEMMI Benjamin
Title: Director NEA Tanzania
Signature: 

BEFORE ME:

Name: ELISHA BONIFACE KIULA

Signature: 

Postal Address: 76013 Dar es Salaam

Qualification: ADVOCATE



GITANO SHANYANGI

