

SALE OF UNSURVEYED LAND

BETWEEN

NEW ENERGY AFRICA TANZANIA LIMITED
(PURCHASER)

AND

PATRICK KILINUS
NOEL SIMON MAPUNDA
MICHAEL ODIGALI SEIF
PATRICK DAUDI MAPUNDA
PETRO ODIGALI SEIF
VICTORIA MAIKO KWITANDA
LUISA MATHAYO SWASWA
CHARLES BAZOLO MILANZI
FATUMA MOHAMEDI MROPE
SHAIBU RAJABU HASSANI
JOHN ALBERT MLAPONI
HASHIMU OMARY MKUWELE



SELLERS

SALE OF 36.9 ACRES OF UNSURVEYED LAND LOCATED AT CHIUMBATI MIEMBENI
VILLAGE, NACHINGWEA DISTRICT, WITHIN LINDI REGION

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SALE OF UNSURVEYED LAND CONTRACT

THIS CONTRACT is made on this 31st day of September, 2023

BY AND BETWEEN

NEW ENERGY AFRICA TANZANIA LIMITED, a limited liability company incorporated under the laws of Tanzania on 31st August 2023, with incorporation number **168194692**, with its main office in the city of Dar es Salaam, Tanzania (hereinafter called “**the Purchaser**”) of the One Part;

AND

1. PATRICK KILINUS,
2. NOEL SIMON MAPUNDA,
3. MICHAEL ODIGALI SEIF,
4. PATRICK DAUDI MAPUNDA,
5. PETRO ODIGALI SEIF,
6. VICTORIA MAIKO KWITANDA,
7. LUISA MATHAYO SWASWA,
8. CHARLES BAZOLO MILANZI,
9. FATUMA MOHAMEDI MROPE,
10. SHAIBU RAJABU HASSANI,
11. JOHN ALBERT MLAPONI, and
12. HASHIMU OMARY MKUWELE

all natural persons, and residents of Chiumbati Miembeni village found in Nachingwea district, within Lindi region, Tanzania, and also owners of unsurveyed land subject to this contract, of P. O. Box 291, Nachingwea (hereinafter collectively referred to as “**the Sellers**”) of the other Part;

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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 are the owners of the unsurveyed land measuring about 36.9 acres, all situated in Chiumbati Miembeni village in Nachingwea district, within Lindi 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.
- 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.

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 12 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 36.9 acres situated in Chiumbati Miembeni village in Nachingwea district, within Lindi region, Tanzania. |
| 1.6 | “Purchase Price” | means USD 103,320, 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.

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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.

3.2 Consideration

Each acre of land is sold at **USD 2800**. Thus the value of all 36.9 acres is **USD 103,320** which is payable by the Purchaser to the sellers.

3.2 Payment mode and timeline

3.3.1 Subject to the power of attorney which the sellers have given to **FIKIRI BONIFACE LIGANGA** of **LIGANGA & Co. ADVOCATES**, the total consideration amount shall be paid directly to the said attorney's bank account as follows:

Account Number: 025C824755900

Account Name: LIGANGA & CO. ADVOCATES

Bank: CRDB

Currency: USD

Branch: AZIKIWE BRANCH

Swift: CORUTZTZ

3.3.2 The payment shall be made at once, and shall be effected within seven (7) working days from the date of signing of this contract.

3.3.3 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.

Taxes and Legal Fees

3.3 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**.

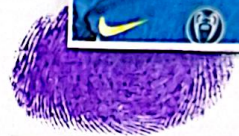
4. **Other conditions binding the parties:**

- 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 36.9 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 in case 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.

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 written.

SIGNED and DELIVERED by the said PATRICK KILINUS who is known to me personally/identified to me by.....*Patrick Kilinus*.....*Patrick Kilinus*..... the latter being known to me personally in my presence this *21st* day of*December*., 2023



SELLER

BEFORE ME:

Name: *Elisha Boniface Kiula*
Signature: *[Signature]*
Address: *76013 DDM*
Qualification: *ADVOCATE*

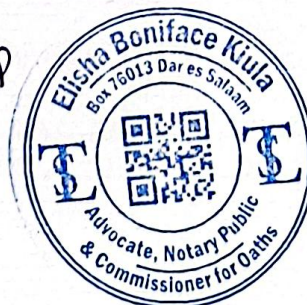


SIGNED and DELIVERED by the said NOEL SIMON MAPUNDA who is known to me personally/identified to me by.....*Noel Simon Mapunda*..... the latter being known to me personally in my presence this *21st* day of*December*., 2023

Noel Simon Mapunda
SELLER

BEFORE ME:

Name: *Elisha Boniface Kiula*
Signature: *[Signature]*

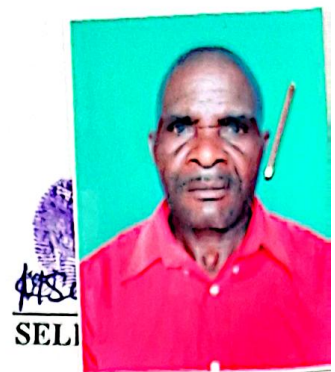


[Handwritten mark]

Address: 76013 Dar es Salaam

Qualification: ADVOCATE

SIGNED and DELIVERED by the said MICHAEL ODIGALI SEIF who is known to me personally/identified to me by.....
..... the latter being known to me personally in my presence this 21. day of Dec., 2023

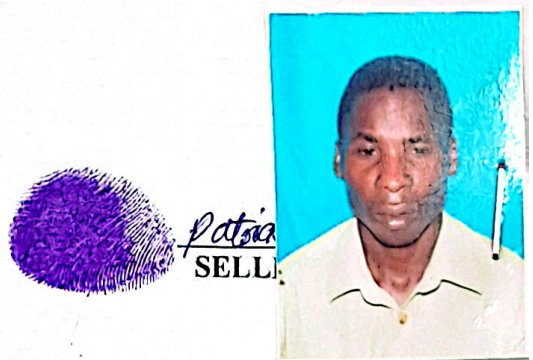


BEFORE ME:

Name: Elisha Boniface Kiula
Signature:
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



SIGNED and DELIVERED by the said PATRICK DAUDI MAPUNDA who is known to me personally/identified to me by.....
..... the latter being known to me personally in my presence this 21. day of Dec., 2023

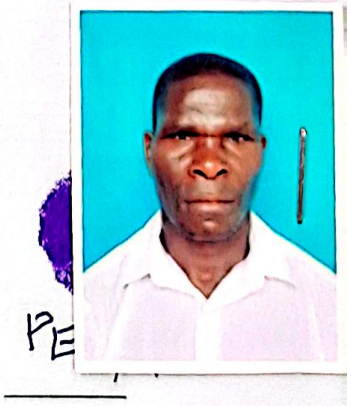


BEFORE ME:

Name: Elisha Boniface Kiula
Signature:
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



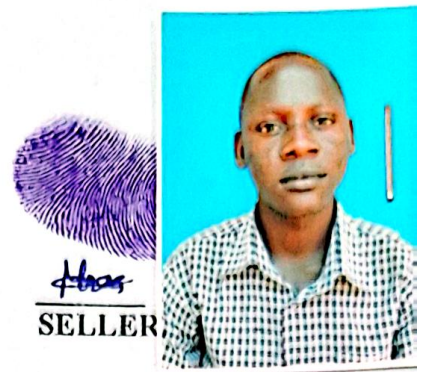
SIGNED and DELIVERED by the said PETRO ODIGALI SEIF who is known to me personally/identified to me by.....
..... the latter being known to me personally in my presence this 21. day of Dec., 2023



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Address: 7600 Dar es Salaam
Qualification: ADVOCATE

SIGNED and DELIVERED by the said CHARLES BAZOLO MILANZI who is known to me personally/identified to me by Alan Lyay the latter being known to me personally in my presence this 21 day of Dec, 2023

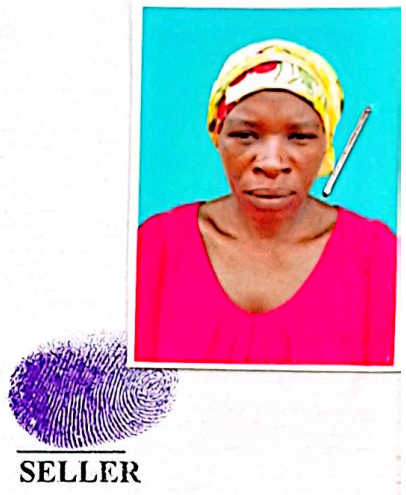


BEFORE ME:

Name: Elisha Bonifacio Kiula
Signature: [Signature]
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



SIGNED and DELIVERED by the said FATUMA MOHAMEDI MROPE who is known to me personally/identified to me by [Signature] the latter being known to me personally in my presence this 9 day of Dec, 2023

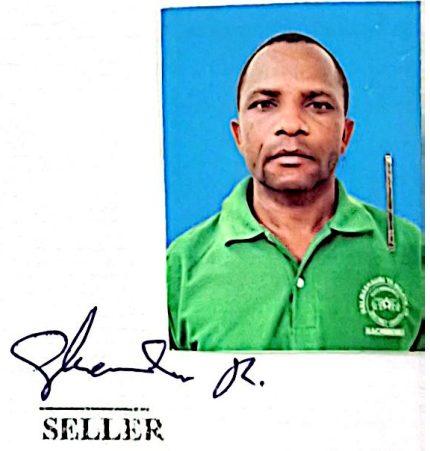


BEFORE ME:

Name: Elisha Bonifacio Kiula
Signature: [Signature]
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



SIGNED and DELIVERED by the said SHAIIBU RAJABU HASSANI who is known to me personally/identified to me by [Signature] the latter being known to me personally in my presence this 21 day of Dec, 2023

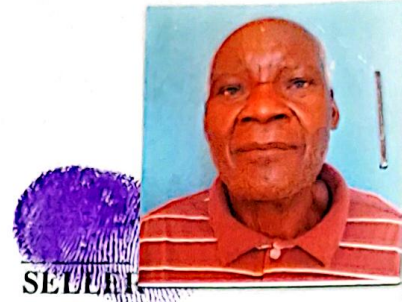


BEFORE ME:

Name: Elisha Boniface Kiulo
Signature: ~~_____~~
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



SIGNED and DELIVERED by the said JOHN ALBERT MLAPONI who is known to me personally/identified to me by ~~_____~~ the latter being known to me personally in my presence this 31. day of Dec, 2023

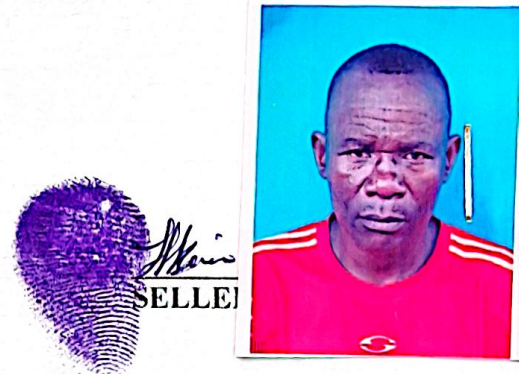


BEFORE ME:

Name: Elisha Boniface Kiulo
Signature: ~~_____~~
Address: 76013 Dar es Salaam
Qualification: ADVOCATE

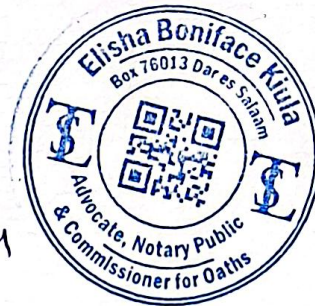


SIGNED and DELIVERED by the said HASHIMU OMARY MKUWELE who is known to me personally/identified to me by ~~_____~~ the latter being known to me personally in my presence this 31. day of Dec, 2023



BEFORE ME:

Name: Elisha Boniface Kiulo
Signature: ~~_____~~
Address: 76013 Dar es Salaam
Qualification: ADVOCATE



SIGNED and ENDORSED with a common SEAL of

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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 20th day of December, 2023



.....
PURCHASER

SIGNED BY:

Name: MEMMI Benjamin
Title: Director NEA TANZANIA
Signature:

BEFORE ME:

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

