

SALE OF UNSURVEYED LAND

BETWEEN

OREON RENEWABLES (T) LIMITED  
(PURCHASER)

AND

BAHATI BUTINDI  
REGINA ANTHONY  
MLENGA JOEL BITOLESHO  
JOHN NZANIYE  
JUMANNE SALUM  
KAGOMA SALEHE  
LAZARO LUSAKA  
SABINA JEREMIAH  
ASIA MDAKI  
PETER MATHIAS KAOMBWE

SELLERS

SALE OF 15 ACRES OF UNSURVEYED LAND LOCATED KAZARHO VILLAGE,  
KALIUA DISTRICT, WITHIN TABORA REGION

**SALE OF UNSURVEYED LAND CONTRACT**

THIS CONTRACT is made on this 06 day of 03, 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**

BAHATI BUTINDI  
REGINA ANTHONY  
MLENGA JOEL BITOLESHO  
JOHN NZANIYE  
JUMANNE SALUM  
KAGOMA SALEHE  
LAZARO LUSAKA  
SABINA JEREMIAH  
ASIA MDAKI  
PETER MATHIAS KAOMBWE

all natural persons, and residents of Kazaroho village found in Kaliua district, within Tabora 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 15 acres, all situated in Kazaroho village in Kaliua district, within Tabora 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:-

- |            |                        |   |
|------------|------------------------|---|
| <b>1.1</b> | <b>"Sellers"</b>       | means <b>VILLAGERS NAMED ABOVE</b>  |
| <b>1.2</b> | <b>"Purchaser"</b>     | means <b>OREON RENEWABLES (T) LIMITED</b>   |
| <b>1.3</b> | <b>"Clause"</b>        | means a clause in this Contract;  |
| <b>1.4</b> | <b>"Transfer Date"</b> | means the date, on which the property can be transferred.                                       |
| <b>1.5</b> | <b>"Property"</b>      | means 15 acres situated in Kazaroho village in Kaliua district, within Somgwe region, Tanzania. |

- 1.6 **“Purchase Price”** means TZS 39,000,000/= 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**.

#### **3.2 Consideration**

Each acre of land is sold at **TZS 2,600,000/=** Thus the value of all 15 acres is **TZS 39,000,000/=** which is payable by the Purchaser to the sellers, plus 10% of the total purchase value payable to the village government.

#### **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 15 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.

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 BAHATI BUTINDI who is known to me personally/identified to me by.....  
..... the latter being known to me personally in my presence this 06 day of 03, 2024

AFISI M TEND  
KAZARU



Bahati



BEFORE ME:

Name: MILAMBO JOHN MALIKA

Signature:  SERIKALI YA KIJUJI

Address: KAZAROHU AFISI. MTENDAJI KIJUJI, KAZAROHU

Qualification: MWENYELIKI

SIGNED and DELIVERED by the said REGINA ANTHONY who is known to me personally/identified to me by REGINA ANTHONY the latter being known to me personally in my presence this 06 day of 03, 2024



BEFORE ME:

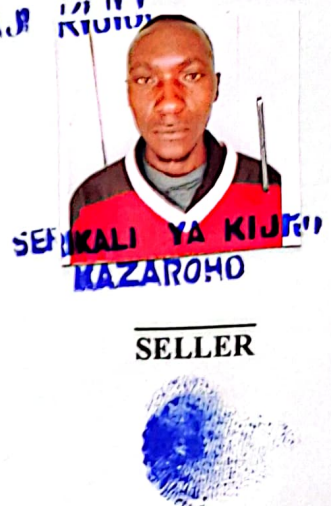
Name: MILAMBO JOHN MALIKA

Signature:  SERIKALI YA KIJUJI

Address: KAZAROHU AFISI. MTENDAJI KIJUJI, KAZAROHU

Qualification: MWENYELIKI

SIGNED and DELIVERED by the said MLENGA JOEL BITOLESHO who is known to me personally/identified to me by MLENGA JOEL BITOLESHO the latter being known to me personally in my presence this 06 day of 03, 2024



BEFORE ME:

Name: MILAMBO JOHN MALIKA

Signature:  SERIKALI YA KIJUJI

Address: KAZAROHU KAZAROHU

Qualification: MWENYELIKI AFISI. MTENDAJI KIJUJI, KAZAROHU

AFISI. MTENDAJI KIJUJI, KAZAROHU

SIGNED and DELIVERED by the said JOHN NZANIYE who is known to me personally/identified to me by \_\_\_\_\_ the latter being known to me personally in my presence this 06 day of 03, 2024

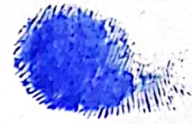


BEFORE ME:

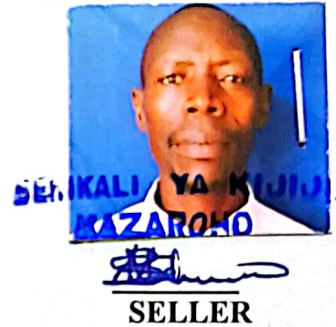
Name: MILAMBO J. MALILA  
Signature: AA  
Address: KAZAROHU  
Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU



SIGNED and DELIVERED by the said JUMANNE SALUM who is known to me personally/identified to me by \_\_\_\_\_ the latter being known to me personally in my presence this 06 day of 03, 2024

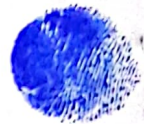


BEFORE ME:

Name: MILAMBO J. MALILA  
Signature: AA  
Address: KAZAROHU  
Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU



SIGNED and DELIVERED by the said KAGOMA SALEHE who is known to me personally/identified to me by \_\_\_\_\_ the latter being known to me personally in my presence this 06 day of 03, 2024



BEFORE ME:

Name: MILAMBO J. MALILA

Signature: [Signature]

Address: KAZAROHU

Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU

SIGNED and DELIVERED by the said LAZARO LUSAKA  
who is known to me personally/identified to me by \_\_\_\_\_  
..... the latter being known to me  
personally in my presence this 06 day of 03, 2024



SERIKALI YA KIJUJI  
KAZAROHU  
SELLER



BEFORE ME:

Name: MILAMBO J. MALILO

Signature: [Signature]

Address: KAZAROHU

Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU

SIGNED and DELIVERED by the said SABINA JEREMIAH  
who is known to me personally/identified to me by \_\_\_\_\_  
..... the latter being known to me  
personally in my presence this 00 day of 03, 2024



SERIKALI YA KIJUJI  
KAZAROHU  
SELLER

S. J. MVUMBAGU

BEFORE ME:

Name: MILAMBO J. MALILA

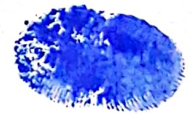
Signature: [Signature]

Address: KAZAROHU

Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU



SIGNED and DELIVERED by the said ASIA MDAKI who is known to me personally/identified to me by.....  
..... the latter being known to me personally in my presence this 06 day of 03, 2024



BEFORE ME:

Name: MILAMBO J. MALILA

Signature: [Signature]

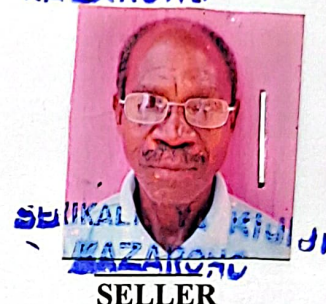
Address: KAZAROHU

Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU

SIGNED and DELIVERED by the said PETER MATHIAS KAOMBWE who is known to me personally/identified to me by.....  
..... the latter being known to me personally in my presence this 06 day of 03, 2024



BEFORE ME:

Name: MILAMBO J. MALILA

Signature: [Signature]

Address: KAZAROHU

Qualification: MWENYEKITI

SERIKALI YA KIJUJI  
KAZAROHU

AFISI MTENDAJI KIJUJI  
KAZAROHU

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 06 day of 03, 2024

[Signature]  
PURCHASER



**SIGNED BY:**

Name: Fikiri Kiganga  
Title: An Attorney  
Signature: [Signature]

**BEFORE ME:**

Name: ROSEMARY J. Mzee  
Signature: [Signature]  
Postal Address: 4011  
Qualification: ADVOCATE



**FOR VILLAGE GOVERNMENT:**

NAME: MILAMBO JOHN MALILA

SIGNATURE: [Signature] **SERIKALI YA KIJUJI  
KAZAROMO AFISI MTENDAJI KIJUJI  
KAZAROMO**

TITLE: MWENYEKITI

HALMASHAURI YA WILAYA YA KALUUA  
SERIKALI YA KIJUJI CHA KAZAROHU

AFISA MTENDAJI KIJUJI  
KAZAROHU  
SLP 83  
KALUUA  
04/03/2024

KATIBU MKUU  
WIZARA YA NISHATI  
SLP 2494, 40488  
DODOMA - TANZANIA

YAH: UTHIBITISHO WA KUMUNUA ENEO LA EKARI  
KUMI NA TANO (15)

Husika na mada tajwa hapo juu.

Kampuni ya New Energy Africa Tanzania  
Imenunua ardhū kiasi cha Ekari (15) katika  
Kitongoji cha MAHARIBI kata ya Kazarohu kwa  
wakazi wafuatao

1. JOHN NZANNE
2. KAGOMA SALEHE
3. SABINA JEREMIA
4. BAHATI UTINDI
5. LAZARO HUKIZE
6. JUMANNE SALUM
7. REGINA ANTON
8. MLENGA JOEL
9. ASIA MDAKI
10. PETER KAOMBWE

Mradi huu upo katika mchakato wa upimaji  
ili kupata hati ya kumiliki na ofisi inshakikisha  
hakuna mwekezaji mwingine katika eneo hilo,  
katika yenzi wa ~~TAFISI~~ **MTENDAJI KIJUJI**  
**KAZAROHU**

MILAMBO JOKO  
MALILA

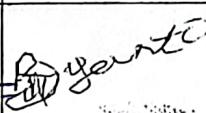





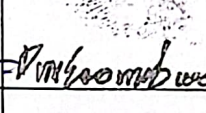

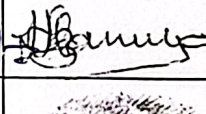



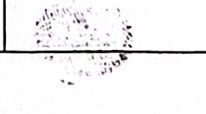

Shabani  
REHEMA SHABANI






~~HA~~ SERIKALI YA KIJUJI  
KAZAROHU

DATE: 6<sup>th</sup> MARCH 2024

IDADI YA WANAKIJIJI WA KIJIKI CHA KAZAROHU, WILAYA YA KALIUA, MKOA WA TABORA AMBAO WAMEUZA MAENEO YAO KWA KAMPUNI YA OREON RENEWABLES (T) LIMITED IKIONESHA PIA JUMLA YA FEDHA AMBAZO KILA MMOJA AMEPOKEA KUTOKA KWA KAMPUNI YA LIGANGA & Co. ADVOCATES AMBAYO INALIPA KWA NIABA YA KAMPUNI YA OREON RENEWABLES (T) LIMITED.

(LIST OF NAMES OF VILLAGERS OF KAZAROHU VILLAGE, IN KALIUA DISTRICT WITHIN TABORA REGION, WHO HAVE SOLD THEIR LANDS TO OREON RENEWABLES (T) LIMITED. ALSO SHOWING THE TOTAL AMOUNT OF MONEYS EACH VILLAGER HAS RECEIVED FROM THE LAW FIRM NAMED LIGANGA & CO. ADVOCATES ACTING ON BEHALF OF OREON RENEWABLES (T) LIMITED)

NA	JINA (NAME)	EKARI (ACRES)	KIASI (AMOUNT)	SAHIHI (SIGNATURE)	DOLE (THUMBPRINT)
1.	BANATI BUTINDI	1.79	4,654,000/=		
2.	REGINA ANTON MATHIAS	0.47	1,222,000/=		
3.	ASIA MDAKI	0.54	1,404,000/=		
4.	PETER MATHIAS	0.08	208,000/=		
5.	HARUSHIMANA NRAMITE	1.92	4,992,000/=		
6.	MLENGA JOEL	1.01	2,626,000/=		
					

7.					
8.	LAZARO LUSAKA	2.23	5,798,000/=		
9.	SABINWA J. EREMIA	0.79	2,054,000/=	S.J. MWUMU	
10.	JUMANNE SALUM	3.51	9,126,000/=		

REHEMA SHABANI  
 JINA (NAME)  
 VILLAGE CHAIRPERSON/EXECUTIVE OFFICER



AFISI. MTENDAO KIJUJI  
 KAZAROMO

SERIKALI YA KIJUJI  
 KAZAROMO

