

MEMORANDUM OF UNDERSTANDING

BETWEEN

IFUWA VILLAGE COUNCIL

AND

AGRIVIA FARMS LIMITED

**CONCERNING THE SALE OF 1,284.61 ACRES OF LAND
SITUATED IN IFUWA VILLAGE, KILOLO DISTRICT, IRINGA.**

NOVEMBER, 2024.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is hereby made and entered into on this^{10th} Day of^{December}....., 2024.

BETWEEN

IFUWA VILLAGE COUNCIL, a statutory body established under section 12 of the Local Government (District Authorities) Act No. 7 [R.E. 2002] as amended from time to time of P. O. Box, Kilolo (hereinafter called the first party).

AND

AGRIVIA FARMS LIMITED, a private Company established by Act No. 12 Of 2002, CAP of P.O. BOX 3005, which is located at Victoria place, Sute 506A new Bagamoyo Road Kinondoni, Dar es Salaam, TANZANIA (hereinafter called the second party/the Investor).

Whereas Ifuwa Vilage Council and Agrivia Farms Limited are collectively referred to herein as "Parties" as the requires.

WHEREAS, " the Ifuwa Village Council recognizes six family's clan that own the land being sold to an investor, which has a size of 1,284.61 acres."

WHEREAS, the Agrivia Farms Limited is buying an area of 1,284.61 acres from six family's clan for avocado farming investment.

OBJECTIVE OF THE MoU

This Memorandum of Understanding aims to recognize the investor purchasing village land owned by six family's Clan for the purpose of avocado farming, where the sellers are recognized by the village government as the rightful owners of the area measuring 1,284.61 acres.

OBLIGATION OF THE PARTIES

The parties agree that the purpose of this Memorandum of Understanding (MOU) is:

1. The buyer will pay 10% of the village land sale price as stipulated by law, which will amount to Thirty two million one hundred fourteen thousand five hundred Tanzanian

shillings (TZS 32,114,500/=) and will be deposited directly into the village account number 62810005013 through the bank of NMB in account name KIJJI CHA IFUWA.

2. The investor has promised to provide employment opportunities to the residents of Ifuwa related to avocado farming.
3. That, Families selling their land are as follows: Morgani Kosma Mapembe, who owns land with an area of 116.20 acres, valued at Tanzanian Shillings twenty-nine million forty-nine thousand (TZS 29,049,000/=); Rabison Joseph Magova, who own land with an area of 35.34 acres, valued at Tanzanian Shillings eight million eight hundred thirty-five thousand (TZS 8,835,000/=); Fred Maltini Kigoda, who owns land with an area of 256.25 acres, valued at Tanzanian Shillings sixty-four million sixty-one thousand (TZS 64,061,000/=); Patrick Jonas Tuli, who owns land with an area of 316.86 acres, valued at Tanzanian Shillings seventy-nine million two hundred thirteen thousand (TZS 79,213,000/=); Ibrahim Mwanamtwa Kindole, who owns land with an area of 286.79 acres, valued at Seventy one million six hundred and ninety six (TZS 71,696,000/=); and Claud Cosmas Wugi, who own land with an area of 273.17 acres, valued at Tanzanian Shillings sixty-eight million two hundred ninety one thousand (TZS 68,291,000/=)."
4. That, all the sellers listed by name in section number 3 of this MoU are estate administrators, where Mr. Morgani Kosma Mapembe is the administrator of the estate of the Late Mr. Makemba Mapembe; Mr. Patrick Jonas Tuli is the administrator of the estate of the Late Mr. Nyohenge Tuli; Mr. Fred Maltini Kigoda is the administrator of the estate of the Late Mr. Simbamoto Mwachamle Kigoda; Mr. Ibrahim Mwanamtwa Kindole is the administrator of the estate of the late Mr. Mwanamtuwe Kindole; Mr. Rabison Joseph Magova is the administrator of the estate of the Late Mr. Maulaga Mlasu; and Mr. Claud Cosmas Wugi is the administrator of the estate of the Late Mr. Japhari Fidege."
5. The Village Council recognizes the transaction that took place between the sellers and the buyer. Additionally, all the families have agreed to sell the land along with the assets on it to the investor, except for areas with graves. The investor has promised to fence off these areas, and if the grave owners wish to clean them, they will contact the buyer to arrange access in accordance with their traditions.
6. The investor has promised to provide social services to the village.

7. The Village Council recognizes the sellers of the area measuring 1,284.61 acres, where each acre has been sold at a cost of TZS 250,000/=, therefore the total sum will amount to TZS 321,145,000/=.
8. The responsibilities of the Village Council are to manage security and safety in the village, it will ensure proper management of the security for this area.

GOVERNING LAW

This MoU will be governed and construed per the Laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year and in the manner hereinafter appearing below.

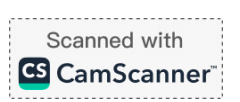
SIGNED and DELIVERED on behalf of the IFUWA VILLAGE COUNCIL:

This ^{16th} Day of ^{Dec} 2024, by;
 Name CLAUDE COSMAS WUGI
 Signature [Signature]
 Postal Address 2324 KILOLO
 Qualification: VILLAGE CHAIRMAN

WENYEKI H WA KIJU
 KIJUJICHA IFUWA
 KATA YA UDEKWA
 WILAYA YA KILOLO

This..... Day of 2024, by;
 Name JHEADOSIA AUGUSTINO
 Signature [Signature]
 Postal Address 2324 KILOLO
 Qualification VILLAGE EXECUTIVE OFFICER



FRISA MTENDAJI
 KIJUJICHA IFUWA
 KILOLO-IP



SEALED with the Common Seal of the said COMPANY and DELIVERED:

This 10th Day of December 2024, by;

Name PASUPUCATI PAVAN Kumar

Signature  
Postal Address

Qualification DIRECTOR OF THE COMPANY