

SALE AGREEMENT

-BETWEEN-

**MR. DEUS NGELANIZYA,
P.O.BOX 11008,
MWANZA
"SELLER"**

-AND-

**CHITA GOLD LIMITED
P.O.BOX 737,
GEITA
"BUYER"**

**CONCERNING THE SALE OF UNSURVEYED LAND (TOGETHER WITH ALL DEVELOPMENTS,
IF ANY) AT MPOMVU AREA, MTAKUJA WARD IN GEITA MUNICIPALITY UNDER THE TERMS
HEREIN CONTAINED.**

DRAWN BY:

**LAURENT FRANCIS BUGOTI – ADVOCATE,
INTERLAND ATTORNEYS,
OPP. HIGH COURT OF TANZANIA
GEITA SUB REGISTRY,
BOMANI DRIVE.
P.O.BOX 550, GEITA
MOBILE: +225753262601
EMAIL: laubugoti@gmail.com**





d. Muzika

SALE AGREEMENT

THIS SALE AGREEMENT IS MADE THIS 03RD MARCH, 2025.

BETWEEN

MR. DEUS NGELANIZYA, male adult, of Postal Office Address 11008 Mwanza (hereinafter referred to as "the **Vendor**" which expression shall, where the context so admits, include its assigns, heirs and successors in land of the one part.

AND

CHITA GOLD LTD, a limited liability company incorporated under the Companies Act (CAP 212 R.E. 2019) of the laws of the United Republic of Tanzania and having its registered office at Geita, of Postal Office Address 737, Geita, Tanzania (hereinafter referred to as "the **Purchaser**") which expression shall, where the context so admits, include its assigns and successors in title) of the other part.

WHEREAS the Vendor is a legal owner of unsurveyed land (hereinafter referred to as the **"PROPERTY"**) found at Mpomvu area, Mtakuja Ward, Geita Municipality in the United Republic of Tanzania defined by the coordinates as per sheet attached herewith which is part and parcel of this agreement.

WHEREAS, the Vendor is desirous of selling and the Purchaser is desirous of purchasing the property for a consideration of the sum of **Tanzania Shillings One Two Eighty Million (TShs. 280,000,000.00) only**, as a **purchase price** for the said property.


AND WHEREAS the Vendor is desirous to sell and the Purchaser is desirous to purchase the said property subject to certain fundamental terms and conditions as stipulated in this agreement;

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATIONS IN THIS AGREEMENT:

- 1.0.1. 'The Completion Date' means the date when the property shall have been registered in the name of the purchaser and the same delivered to it.
- 1.0.2. 'The Property' means the unsurveyed land found at Mpomvu area, Mtakuja Ward, Geita Municipality in the United Republic of Tanzania defined by the coordinates as per sheet attached herewith which is part and parcel of this agreement.
- 1.0.3. 'The Purchase Price' means the land cost of the sum of **Tanzania Shillings Two Hundred and Eighty Million (TShs. 280,000,000.00) only**, for the said property.
- 1.0.4. Where the context so admits the expression[s] 'the Vendor' and 'the



 *L. Hazle*

Purchaser' include the personal representatives of the Vendor and the Purchaser and the expressions shall include any successors in the land of the Vendor or the Purchaser.

- 1.0.5. Words importing one gender shall be construed as importing any other gender.
- 1.0.6. Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.0.7. The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2.0 AGREEMENT FOR SALE:

- 2.0.1. The Vendor shall sell and the Purchaser shall purchase the property at the agreed Purchase Price; subject to the terms and conditions of the Vendor stated and conveyed to the Purchaser in this agreement.
- 2.0.2. The parties hereto agree that they shall simultaneously with the execution of this agreement execute a Deed of Transfer of the Conveyance of the property by the Vendor to the Purchaser and shall sign any relevant Land Forms and use their best endeavour to seek and obtain consent from the Commissioner for Lands or any other Officer dully authorized in that behalf to this disposition.

3.0 PURCHASE PRICE:

- 3.0.1. In consideration of the purchase, the Purchaser shall pay to the Vendor the purchase price of **Tanzania Shillings Two Eighty Million (TShs. 280,000,000.00)** only, for the property, the amount which has been fully paid to the satisfaction of the Vendor.

4.0 THE VENDOR'S COVENANTS:

- 5.0.1. The Vendor hereby covenants with the Purchaser as follows:-
- 5.0.2. This agreement and the Deed of Transfer to be executed by the parties simultaneously herewith are subject to the consent and approval of the Commissioner for Lands or his authorized land Officer being accorded to this disposition.
- 5.0.3. In the event the consent and approval for the disposition of the property shall not be given for no fault of either the Vendor or the Purchaser, this agreement shall become null and void and all the monies paid to the Vendor by the Purchaser in contemplation of the said sale shall be refunded in full to the Purchaser, and the latter shall immediately deliver the property to the vendor. In such event, there shall be no claims against the other side.



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5.0.4. The Vendor shall pay any outstanding charges, dues, assessments, taxes and land rents imposed on the land before the date of signing this deed.

5.0. PURCHASER'S COVENANTS:

The Purchaser shall pay for Valuation Report fees, Capital Gains tax, Approval and Consent fees, Stamp duty and Registration fees. The purchaser shall endeavour to approval fees, generally comply and/or discharge its own obligations imposed under this agreement to ensure that the property is speedily registered in its own name. The Purchaser reserves the right of making such requisitions and objections as may arise on the examination of documents pertaining to this agreement or as may be revealed by the usual researches and enquiries.

6. LEGAL FEES.

7.0.1. Each party shall bear its own legal fees and expenses separately for the preparation of this Agreement, Deed of Transfer and other disposition documents incidental thereto.

8.0 NOTICES:

8.0.1. The Seller and the Purchaser agree that all notices in respect of any matter related to this sale agreement or related to any matter in respect of the "property" of the Vendor shall be in writing may be sent at the address expressed in this agreement and notice may be forwarded and delivered by courier mail to the physical addresses set out herein.

9.0. ENCUMBRANCES:

9.0.1. The property is sold free of any encumbrance and there are no any charges, mortgages, liens or third party notices and other encumbrances which relate to or affect the property. The vendor has a good marketable title to the property and that the property is not subject to any mortgage, charge, lien, bill of sale, hire purchase, lease or any other encumbrance of any nature whatsoever.

10.0. DISCLAIMER:

10.1. The Purchaser represents that:-

10.2. It has inspected the property and purchases it with full knowledge of its actual state and condition and shall take possession thereof as it stands before the signing of this Agreement and the execution of the Deed of Transfer.

10.3. The Purchaser enters into this Agreement solely as a result of its own inspection and on the basis of the terms of this Agreement.

10.4. This Agreement contains the entire agreement between the parties.



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11.0. CONFIDENTIALITY:

- 11.1. Both parties shall:-
- 11.2. Treat all the received information as private and confidential, and shall not seek advantage of the other if the transaction does not proceed to fruition.
- 11.3. Not without the others express Consent disclose the information relating to this Agreement to any person other than;
 - a. Shareholders, Directors or Senior Officers of the company.
 - b. Lawyers, Surveyors or any other professional advisors acting for or on behalf of either party for the purpose of the intended transaction.
 - c. Government authorities or officers who are entitled by law to be informed and act upon all/any document presented to them.
 - d. A bank or any financial entity from which the purchaser may seek financial assistance for purchasing the property.

12.0. RESTRICTION ON ASSIGNMENT:

- 12.1. This Agreement is personal to the Purchaser and shall not be capable of assignment.

13.0. DISPUTES RESOLUTION:

- 13.1. Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter may be referred to arbitration as provided for by the Arbitration Act [CAP. 15 R. E 2019] of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto.

14.0. MISCELLANEOUS PROVISIONS:

- 14.1. All the shareholders and Directors of the vendor have consented to the disposition of the property in favour of the Purchaser.
- 14.2. For the purposes of the Contracts Rights of Third Parties it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or derive any benefit from any term of this Agreement.
- 14.3. Except in case of express waiver, the fact that one Party does not exercise all or part of its rights which are conferred upon it by this Agreement shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 14.4. All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with Tanzanian Laws.
- 14.5. The Vendor undertakes to pay, satisfy, and discharge all outgoings and liabilities, if any, in respect of the property until the vacant possession. He further undertakes to indemnify the purchaser against all notices,





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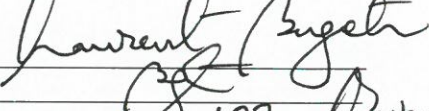
proceedings, claims and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties undertakings and covenants herein contained or of the legality of his right to sell the property.

- 14.6. The above provision is fundamental to this Agreement and the Vendor or his assignee or personal representative shall be bound to honor the above obligation together with all terms stipulated in this Agreement.
- 14.7. Time is of essence. Accordingly, each party undertakes to perform its obligation to ensure completion of all the formalities as soon as applicable from the date of signing this agreement.
- 14.8. This Agreement is made up from the local agreement witnessed by a local leader, which agreement shall be part and parcel of this agreement. In case of any dispute between this agreement and the local one, this agreement shall prevail over the local agreement.
- 14.9. The coordinates defined in Clause 1.0.2 shall be part and parcel of this agreement with a view of assisting to define the actual size and boundaries of the property precisely.

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year appearing herein below in the following manner:

Signed and delivered at Geita by the said **MR. DEUS NGELANIZYA** who is known to me/
Identified to me by Felix Zuberi Mpwage
the latter being known to me this 03rd March, 2025.


VENDOR

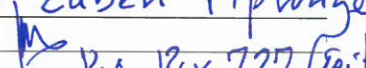
BEFORE ME:
NAME: Laurent Bugoti
SIGNATURE: 
ADDRESS: 127 Pwanya
TITLE: Advocate

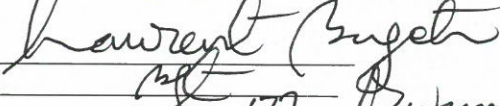


SEALED with the **COMMON SEAL** of the said **CHITA GOLD LIMITED (the PURCHASER)**
and delivered in our presence this 03RD day
of MARCH, in the year of Almighty God, 2025.

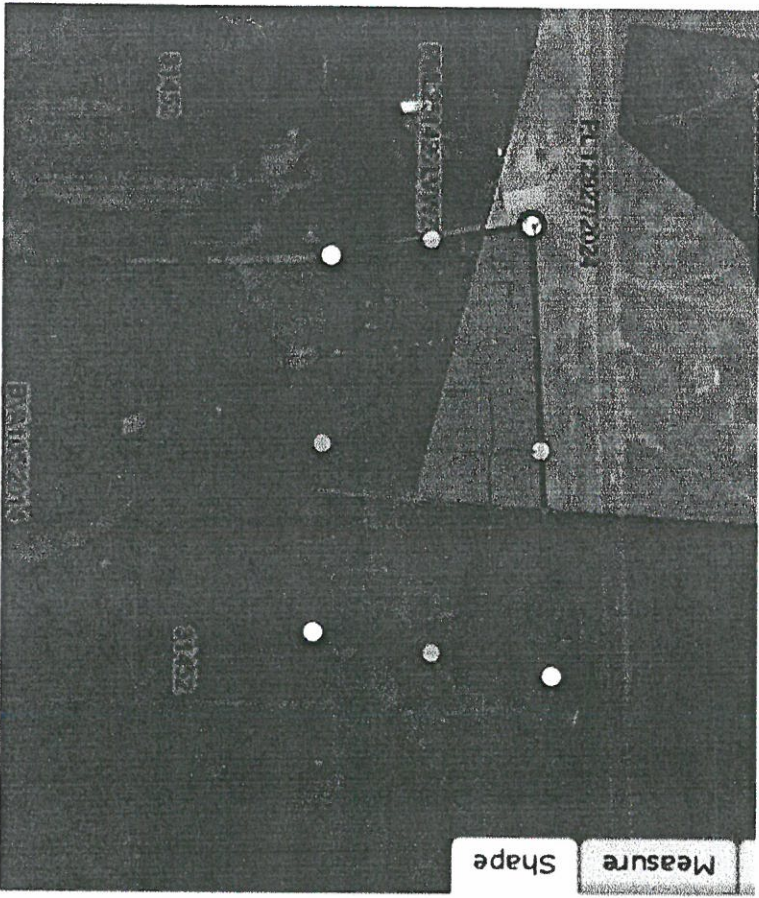
NAME: Jane Eyraud Mashe
SIGNATURE: J. Mashe
ADDRESS: 237 Geita
DESIGNATION: Director



NAME: Felix Zuberi Mpwage
SIGNATURE: 
ADDRESS: P.O. Box 737 Geita
DESIGNATION: Company Secretary

BEFORE ME:
NAME: Laurent Bugoti
SIGNATURE: 
ADDRESS: 127 Pwanya
TITLE: Advocate





Parts: Part 1

Area: 3.07 ha

	Latitude	Longitude		
1	02° 54'	46.90"	S 032° 10'	36.50" E
2	02° 54'	51.40"	S 032° 10'	35.70" E
3	02° 54'	51.10"	S 032° 10'	28.60" E
4	02° 54'	47.30"	S 032° 10'	28.00" E
+				

Certified as True Copy of the Original
 Laurent Francis Bugoffi
 Advocate, Notary Public
 & Commissioner for Oaths
 3-3-2025
 Sign: *[Signature]*

HALMASHAURI YA MANISPAA GEITA.

MTENDASI WA MTAJI
MTAA WA MPOMBU
KATA YA MTAJUTA

MKOA WA GEITA.

SILP 384,
GEITA.

14.03.2025.

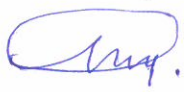
CHITA GOLD LIMITED
P. O BOX
GEITA

YAH! OMBI LAKO LA KIJENGA MRADI
WAKO WA CIL GOLD PROCESSING PLANT
KATIKA ENEO LA KIWANJA CHENYE
UKUBWA 30118 SQM KILICHOPO HAPA
MTAA WA MPOMBU.

Tafadhali rejea mada taywa hapo juu
kikao cha kamati ya mtaa Mpumbu kilichokaa tarehe 14.03.2025 kilipitia ombi lako
na kulijadili la kujenga mradi wa CIL
PROCESSING PLANT.

Hivyo katika kikao hicho wajumbe
walipendekeza na kusema ukubaliwe ku-
jenega mradi wako huo katika eneo la
la kiwanja chenye 30,118 SQM. Kama ulivyo-
kusudia

MATHUDHURIO YA KIKAO CHA KAMATI
 YA Mtaa MPOMVU CHA TAREHE
 14.03.2025.

	JINA LA MJUMBE	WADHIFA	SAINI
1.	CHARLES MANTANGA	M/Kili MPOMVU	Charles Mantanga
2.	KAVULA SIFA	MEU MPOMVU	Charles Mantanga
3.	PAULINA MALOMO	MJUMBE	P.M.M.
4.	SARA MBONGE	Mjumbe	S.M.
5.	JAN MALOLE	MJUMBE	

MALMASHAURI YA Mtaa
 CHA MTENDAJI WA MTA
 MPOMVU
 GEITI

MUHTASARI WA KIKAO CHA KAMATI YA
MTAA MPOMBU CHA TAREHE 14.03.2025.

A: WAJUMBE WALIOHUDHURIA.

1. Charles	Manyanga	Mkiti.
2. Kavula	Siita	Katibu
3. Paulina	Malomo	Mjumbe
4. Sara	Mbonge	—
5. John	Malole	—

B. WAJUMBE AMBAOHAWAKUHUDHURIA.

1. Bahati	Cosmas	Kwa Taarifa
2. Deogratias	I. Bwire	—

DONDOO I. KUFUNGUWA KIKAO.

Mwenyekiti alifungua kikao mnamo saa 9:4 alasiri kwa kuwaomba wajumbe kwa watulivu na makini katika kuchangia dandoo za kikao.

DONDOO II. KUPENDEKEZA OMBI LA CHITA
GOLD LIMITED LA KUTENGA
MRADI WA CIL GOLD PROCESSING
PLANT KATIKA ENEO LAKE LA
ARDHI LILILOPO HAPA MTAAMPOMBU

Wajumbe walijadili ombi la uyembo wa mradi wa uchenjuaji wa dhahabu kwa te-

Knolojia ya CIL GOLD PROCESSING PLANT
wa Kampuni ya CHITA GOLD LIMITED
katika eneo lake la ardhi iliyopo hapa
MPOMVU yenye ukubwa wa SQ Mita 30,118
sawa na hekari Saba.

Wajumbe waliendelea na kuchangia do-
ndoo hii na kusema CHITA GOLD LIMITED
akubaliwe kujenga Mradi wake huo wa
CIL GOLD PROCESSING PLANT. Maana Mradi
kama hii ni kichocheo kikubwa cha uchumi
katika jamii pamoja na Taifa kwa ujumla
vilevile wadau hawa wamekuwa wanachangia
Mihango kwa ajili ya Ujenzi wa Miundo-
mbinu katika Mtaa na jamii inapata ajira.

Pia Wajumbe walisema Mradi huu uta-
kapoanza kujengwa ni nyema kuzingatia
hifadhi ya Mazingira kuwa Salama.

DONDOO III KUFUNGA KIKAO.

Mwenyekiti alifunga kikao ikiwa saa 10:45
jioni kwa kuwashukuru wajumbe kwa
Mchango wao mzuri wa dondoo.

Na kisha aliwalakia Safari njema ya
Kurudi nyumbani Salama.

Hulumunika Umephindishwa
Kamla Sita

Katibu

HELMASHAURI YA MTA
SISA NTENDAJI WAMT
MPOMVU
GETI

NA: 

CHARLES MNYANGA

HELMASHAURI YA MTA
MENYEKITI WA MTA

Nakala

1. Mkurugenzi H/Manispa ya Geita
2. Afisa Tarafa Geita.
3. Mwendaji wa Kata Mtakuya
4. Afisa Madini Mkazi Geita
5. Afisa Mazingira H/Manispa Geita.

HALMASHAURI YA MANISPAA GEITA

MTENDAJI WA MTA
MTAA WA MPOMBU
KATA YA MTAJWA
SILP 384,
GEITA.

14.03.2025

AJISA ARDHI MTEULE
HALMASHAURI YA MANISPAA
SILP 384
GEITA.

YAH: OMBI LA KUMILIKISHWA ENEO LA
ARDHI YENYE UKUBWA WA 30118
SQM YA CHITA GOLD LIMITED

Tafadhali rejea na Mada taywa hapo
juu. CHITA GOLD LIMITED anayo ardhi
yake yenye ukubwa wa 30,118 SQM ili
yopo hapa mtaa wa Mpomvu ili aweze
kupangiwa ardhi yake na kumilikishwa
Na eneo lake la ardhi ilipo ni tili eneo
ambato lilitengwa na kupangwa kwa Matur
mizi ya ujenzi wa viwanda.

Asante

[Signature]

Kavula

HALMASHAURI YA MANISPAA
AJISA MTENDAJI WA MTAJWA
MPOMBU
GEITA/ 0786706335