

THE LAND ACT. No. 4 OF 1999

SALE AGREEMENT

BETWEEN

ORYX ENERGIES TANZANIA LIMITED

AND

CHINGUWILE AJIBSEIF MALEKANYA

CONCERNING THE SALE OF PROPERTY SITUATED ON PLOT NO5, BLOCK D,  
MBAE NORTH AREA, MTWARA MUNICIPALITY, IN MTWARA REGION.

Drawn By:  
Legal Department,  
Oryx Energies Tanzania Limited  
P. O. Box 9540,  
Dar es Salaam – Tanzania

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**SALE AGREEMENT**

This **SALE AGREEMENT** is made this 20<sup>th</sup> Day of March 2024  
("Effective Date")

**BETWEEN**

**CHINGUWILE AJIBSEIF MALEKANYA** of P.O. Box 335 Mtwara, Tanzania (hereinafter referred to as "**the Vendor**") of the other part;

**AND**

- A. **ORYX ENERGIES TANZANIA LIMITED**, a body corporate duly incorporated and exists under the laws of Tanzania of P. O Box 9540, Dar es Salaam – Tanzania (hereinafter referred to as "**the Purchaser**") of the other part; (each Party and together, the "Parties") **WHEREAS** the Vendor is the registered owner of a Certificate of Title No. 1707MTW over Plot No. 5 block 'D' Mbae North Area, Mtwara Municipality in Mtwara Region, comprising of 4,373 square metres here in after referred as the 'property'); and
- B. **WHEREAS** the Vendor is desirous to sell, and the Purchaser is desirous to purchase the said plot property.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained and intending to be legally bound hereby, the parties hereby agree as follows:

Purchaser's Initials.....abl

Vendor's Initials.....am

## ARTICLE 1

### 1.0 INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires: -
- “**Agreement**” means this Sale Agreement leading to the purchase of property with Title No. 1707MTW over Plot No. 5 block D Mbae North Area, Mtwara Municipality in Mtwara Region, comprising of 4,373 square metres “the property.”
- “**Purchase Price**” means the amount of **TZS. 200,000,000.00 (Tanzania Shilling Two Hundred Million Only)** payable to the Vendor by the Purchaser as consideration for the purchase of the Property.
- 1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3 References to statutory provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before on or after the date of this Agreement) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant thereto.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.5 The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement and the words "hereof", "herein", "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated.

## ARTICLE 2

### 2.0 DESCRIPTION OF THE PROPERTY

The Property to be sold to the Purchaser is an undeveloped plot with certificate of Title No. 1707MTW over Plot No. 5 block 'D' Mbae North Area, Mtwara Municipality in Mtwara Region, comprising of 4,373 square metres.

## ARTICLE 3

### 3.0 PURCHASE PRICE AND MODE OF PAYMENT

- 3.1 In consideration of the Purchaser paying the sum of TZS. 200,000,000 (Tanzania Shillings Two Hundred Million Only) to the Vendor through bank account number 0351003362 Exim Bank, Dodoma Branch for the purchase of the Property described hereinabove, the Vendor shall transfer the absolute right and ownership of the Property to the Purchaser.

Purchaser's Initials.....

Vendor's Initials.....

- 3.2 The Purchase price which is referred to in Article 3.1 herein shall be payable to the Vendor's designated bank account within Seven Days (7) after signing of this Agreement by both parties. The Purchaser shall on presentation of proof of payment to the Vendor; the Vendor shall provide the Purchaser with all documents relating to the Property immediately and not later than Seven Days (7).
- 3.3 Immediately after the sale the Purchaser shall undertake to effect transfer of the purchase property including payment of capital gain to relevant authorities in accordance to the prescribed procedures and notifying the commissioner for land on his intention to transfer the property.

#### ARTICLE 4

##### 4.0 THE VENDOR'S COVENANTS

- 4.1 The Vendor hereby covenants to the Purchaser as follows:
- 4.1.1 That the Vendor hereby covenants with the Purchaser that he is the lawful owner of the said Property herein disposed and that he has good and subsisting right, title and interest, and he has full powers to sale, grant, convey, assign or otherwise dispose the said piece and parcel of land in the manner aforesaid.
- 4.1.2 The Vendor further agrees and covenant with the Purchaser that it shall keep the Purchaser free, clear and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor, and the Purchaser shall further be sufficiently saved, defended, and kept harmless from and against all former charges or encumbrances whatever made, executed, occasioned and or suffered by the Vendor or by other person or persons having lawful and equitable claim, right, title or interest in the property hereby assigned, transferred or sold as will from time to time arise
- 4.1.3 All expenses of the transfer of the Property including stamp duty, land rent if any, property tax, registration fees, and any other charges accrued until the date of signing this agreement shall be paid by the Purchaser. The Purchaser shall undertake to execute any documents or take any action necessary for the timely transfer of the Property.

#### ARTICLE 5

##### 5.0 VENDOR WARRANTS THAT

- 5.1 The Vendor hereby warrants to the Purchaser as follows:
- 5.1.1 The Vendor has legal and marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance or third-party rights of any nature or form whatsoever.
- 5.1.2 The Vendor warrants further that upon execution of this Agreement and confirmed receiving of full payment, no person(s), successor(s), assign(s) or

Purchaser's Initials.....*akb*

Vendor's Initials...*JK*

any other person(s) shall have claim whatsoever from and against the purchaser in respect of the property.

## ARTICLE 6

### 6.0 DISPUTE RESOLUTION AND APPLICABLE LAW

The applicable law to this Agreements the laws of the United Republic of Tanzania and the Tanzania courts and tribunals shall have an exclusive jurisdiction to determine any dispute arising from this Agreement. However in the first instance the parties shall resolve the matter amicably.

## ARTICLE 7

### 7.0 NOTICE

- 7.1 Any notice or demand hereunder may be duly given to either Party by prepaid post letter or other speedier mode of communication or transmittal whether manual or electronic including but not limited to E-mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes Twenty One Days(21) after the posting or transmission or service thereof and in providing service it shall be sufficient to prove that the letter containing notice or demand was properly stamped, addressed and put in the post office. **PROVIDED ALWAYS** that for other speedier modes of communication or transmittal or service herein it shall be sufficient proof of delivery or transmission of service thereof if delivered in the manner generally acceptable for that specific mode of transmittal.

## ARTICLE 8

### 8.0 MISCELLANEOUS PROVISIONS

- 8.1 Except in the case of express waiver, the fact that one Party does not exercise all or any 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.
- 8.2 All alterations and amendments to this Agreement shall be valid only if they are made in written form and dully signed by both Parties.
- 8.3 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the Parties.
- 8.4 This Agreement shall be executed in tripartite copies and each shall serve the purpose of the original. The purchaser shall first sign on his part and there after the vendor who within Seven Days (7) shall avail the purchaser copies of the same.

Purchaser's Initials.....*all*

Vendor's Initials.....*all*

- 8.5 Each Party shall pay its own statutory imposition and bear its own legal fees and expenses incidental to the negotiation, implementation and Completion of this Agreement.
- 8.6 Both Parties shall keep details relating to this Agreements confidential and shall not disclose to any third party excluding any regulators and government agencies regarding the sale.
- 8.7 The Parties warrant that they have full power and authority to enter into this Agreement and to perform the obligations set out herein.
- 8.8 It is hereby agreed by the Parties that this sale Agreement is the only agreement entered between parties and there is no any previous agreement between them in respect of the purchase of the property.

Purchaser's Initials.....

*alk*

Vendor's Initials.....

*gsl*

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner: -

SEALED with the COMMON SEAL of the said ORYX ENERGIES TANZANIA LIMITED and DELIVERED in our presence this 15 day of February 2024. }



Full Name: KALPESH MEHTA  
Signature: [Handwritten Signature]

Postal Address: 9540, Dar es Salaam

Designation: **Director/Authorised Signatory**

Full Name: Antonio Kilama

Signature: [Handwritten Signature]

Postal Address: 9540, Dar es Salaam

Designation: ~~Director/Authorised Signatory~~ / **Company Secretary**

Purchaser's Initials.....

Vendor's Initials... [Handwritten Initials]

SIGNED and DELIVERED at  
Mtwara by the said CHINGUWILE  
AJIBSEIF MALEKANYA who is known to me  
personally/identified to me by  
\_\_\_\_\_ the latter being known  
to me personally  
this 20th day of March, 2024.

Agulu

BEFORE ME:

Names:

Marythereza Namangi Emmanuel

Signature:

[Signature]

Address:

1251

Designation:

Mtwara  
Advocate



Purchaser's Initials... [Initials]

Vendor's Initials... [Initials]