

**SALE AGREEMENT
(MKATABA WA MAUZO)**

BETWEEN
(BAINA YA)

**SUMAI MBAPAI FUNGA, LEFAELI SALIMBANA AMBISHI,
YOHANA DOI MHINDI, SANGAINE KISYOKI MUMBI, YOHANA
MBAPAI MBOPOSO, SINGAIYA SALIMBANA NASORO**

AND

NINE HILLS TANZANIA LIMITED

Date of Agreement:

24th day, June Month, 2024 Year

Tarehe ya Mkataba:

24th Siku, June Mwezi, 2024 Mwaka

Initial (Sahih):

SOM

R. Z. Z. Z. Z.



THIS AGREEMENT is made this 24th
day of June 20 24

MKATABA HUU umefanyika siku ya
24th Mwezi June Mwaka
20 24

Between

**SUMAI MBAPAI FUNGA, LEFAELI SALIMBANA
AMBISHI, YOHANA DOI MHINDI, SANGAINE
KISYOKI MUMBI, YOHANA MBAPAI MBOPOSO,
SINGAIYA SALIMBANA NASORO** of
Chamakweza, Vigwaza, Chalinze ('the Sellers') of
the one part.

Baina ya

**SUMAI MBAPAI FUNGA, LEFAELI
SALIMBANA AMBISHI, YOHANA DOI
MHINDI, SANGAINE KISYOKI
MUMBI, YOHANA MBAPAI MBOPOSO,
SINGAIYA SALIMBANA NASORO** wa
Chamakweza, Vigwaza, Chalinze
("Muuzaji/Wauzaji"), kwa upande mmoja.

And

NINE HILLS TANZANIA LIMITED a limited liability
company registered in Tanzania whose address is
P.O. Box 21634, Dar es Salaam ('the Purchaser')
of the second part.

Na

NINE HILLS TANZANIA LIMITED, Kampuni
iliyosajili Tanzania wa S.L.P. 21634 Dar es
Salaam ("Mnunuzi") kwa upande mwingine.

WHEREAS:

**SUMAI MBAPAI FUNGA, LEFAELI SALIMBANA
AMBISHI, YOHANA DOI MHINDI, SANGAINE
KISYOKI MUMBI, YOHANA MBAPAI MBOPOSO,
SINGAIYA SALIMBANA NASORO** are the
owners of the piece of land located in Chalinze Njia
Panda as follows: **SUMAI MBAPAI FUNGA**
owning 50.0 Acres, **LEFAELI SALIMBANA
AMBISHI** owning 14.40 Acres, **YOHANA DOI
MHINDI** owing 46.026 Acres, **SANGAINE
KISYOKI MUMBI** owning 32,42 Acres, **YOHANA
MBAPAI MBOPOSO** owning 31.398 Acres and
SINGAIYA SALIMBANA NASORO 18.01 Acres
in total 192 Acres ('the Farm').

AMBAPO

**SUMAI MBAPAI FUNGA, LEFAELI
SALIMBANA AMBISHI, YOHANA DOI
MHINDI, SANGAINE KISYOKI
MUMBI, YOHANA MBAPAI MBOPOSO,
SINGAIYA SALIMBANA NASORO** ni
wamiliki wa vipande vya ardhi vilivyoko
Chalinze Njia Panda kama ifuatavyo **SUMAI
MBAPAI FUNGA** anamiliki ekari 50 **LEFAELI
SALIMBANA AMBISHI** anamiliki Ekari
14.40, **YOHANA DOI MUHINDI** anamiliki Ekari
46.026, **SANGAINE KISYOKI MUMBI**
anamiliki Ekari 32,42, **YOHANA MBAPAI
MBOPOSO** anamiliki Ekari 31.398, **SINGAIYA
SALIMBANA NASORO** anamiliki Ekari 18.01
na jumla ya eneo hilo ni Ekari 192 ('Shamba')



Initial (Sahihi): SIDTJ

AND WHEREAS

The Sellers are desirous of selling the Farm and the Purchaser is desirous of purchasing the same.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:AND WHEREAS

1. Upon and subject to the terms and conditions of this Agreement, the Seller as legal and beneficial owner hereby sells to the Purchaser on as is where is basis and the Purchaser purchases and acquires the Property in its present condition for the price set out below.
2. Consideration for each acre is TZS 7,000,000 (Tanzanian Shillings Seven Million) and hence the total purchase price for the Farm is TZS 1,345,778,000 which shall be paid to the Sellers in proportion to the number of Acres owned by each seller. Schedule 1 to this agreement provide the total purchase price to be paid to each seller. The purchase price shall be paid in the following manner:
 - (i) TZS 471,022,300 which is equivalent to 35% of the total purchase price shall be paid immediately upon signing of this agreement.
 - (ii) TZS 471,022,300 which is equivalent to 35% of the total purchase price shall be paid upon the Sellers removing all buildings and structures on the Farm and giving vacant possession of the Farm to the Purchaser and issuance of the approved survey plan for the Farm by the Pwani Region Municipal Council.
 - (iii) TZS 403,733,400 which is equivalent to 30% of the total purchase price shall be paid upon approval of the allocation of the Farm to the Purchaser by the National Land Committee.
3. The Purchaser shall pay the payable amounts

NA AMBAPO

NA KWA KUWA Muuzaji amekubali kumuuzia Mnunuzi na Mnunuzi amekubali kununua Shamba hilo.

HIVYO BASI, WAHUSIKA WA MKATABA HUU WANAKUBALIANA KAMA IFUATAVYO:NA AMBAPO

1.Kwa mujibu wa masharti na vigezo vya Mkataba huu, Muuzaji kama mmiliki halali na mwenye manufaa anauza kwa Mnunuzi kwa misingi ya hali ilivyo na mahali ilipo na Mnunuzi ananunua na kuchukua umiliki wa Mali katika hali yake ya sasa kwa bei iliyoainishwa hapa chini.

2.Bei ya kila ekari ni Shs. 7,000,000 (shilingi za kitanzania Million Saba) na hivyo bei ya mauziano ya Shamba lote itakayolipwa kwa wamiliki wote ni Shilingi za kitanzania 1,345,778,000 ambayo Wauzaji watalipwa kulingana na ukubwa wa eneo ambalo muuzaji anamiliki. Jedwali la kwanza la mkataba huu linatoa mgawanyo wa jumla ya malipo yatakayolipwa kwa kila muuzaji.

Malipo ya ununuzi wa Shamba yatafanyika kwa utaratibu ufuatao:

- (i) Shilingi za kitanzania 471,022,300 ambazo ni sawa na asilimia 35% ya bei ya mauzo italipwa baada tu ya kusaini mkataba huu.
- (ii) Shilingi za kitanzania 471,022,300 ambazo ni sawa na asilimia 35% ya bei ya mauzo italipwa baada Wauzaji kuhama na kukabidhi Shamba kwa Mnunuzi na Halmashauri ya Wilaya Chalinze Mkoa wa Pwani kuidhinisha mchoro wa upimwaji wa Shamba hilo.
- (iii) Shilingi za kitanzania 403,733,400 ambazo ni sawa na asilimia 30% ya bei ya mauzo italipwa baada ya kupata idhini kutoka Kamati ya Maendeleo ya Ardhi ya Kituo cha Uwekezaji Tanzania (TIC) ya kumilikisha shamba hilo kwa mnunuzi.

3.Mnunuzi atalipa kiasi kinachostahili kwenye

Initial (Sahih): 

x 

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2  5 
3  6 

to the Seller's bank account provided under schedule 1 of this agreement.

4. Upon execution of the Sale Agreement, the Seller shall within 30 days obtain the required permits and remove 9 graves from the Farm.
5. That the Sellers shall within 60 days from the date of payment of the first instalment as per clause 2(i) above, remove all buildings and structures on the farm and give vacant possession of the Farm to the Purchaser to pave way for the Purchaser to plan the project.
6. Upon payment of the first installment as per clause 2(i) above, the Seller shall surrender to the Purchaser all the original ownership related documents for the Purchaser to process the survey and issuance of title deed of the Farm under its name.
7. Capital Gains Tax (If applicable) shall be paid by the Purchaser to a maximum amount of TZS 30,000,000. Should the assessment of Capital Gains Tax be above TZS 30,000,000 the additional amount shall be paid by the Sellers.
8. Stamp duty, registration fee and all other related fees relating to the transfer and registration of ownership of the Farm to the name of the Purchaser shall be paid by the Purchaser.
9. Each seller shall take all necessary steps required to obtain an assessment for the payment of Capital Gains Tax (CGT).
10. This Agreement is subject to approval of the survey of plan for the farm, the consent from Tanzania Investment Centre (TIC) and the Commissioner for Lands. If for any reason any of the above consent/approval is not given then the Agreement shall be null and void and the parties will revert to their original positions which shall include the Sellers refunding the sale price paid at the time back to the

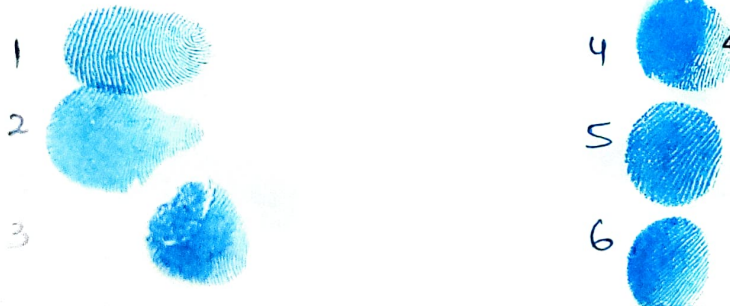
akaunti binafsi ya kila Muuzaji iliyo katika jedwari la kwanza.

4. Ndani ya siku 30 baada ya kusainiwa kwa Mkataba wa Mauzo, Muuzaji atafanya mipango yote muhimu na kupata vibali na idhini zinazohitajika na kuondoa makaburi 9 kutoka kwenye ardhi kwa gharama zake.
5. Ndani ya siku 60 baada ya malipo ya kwanza kama yalivyoainishwa kwenye kipengele cha 2(i) hapo juu, muuzaji ataondoa nyumba na maendelezo mengine toka ardhi ili kumkabidhi Shamba mnunuzi na kupisha Mnunuzi kuanza kupanga maendelezo ya mradi.
6. Baada ya malipo ya awamu ya kwanza kama ilivyoainishwa kwenye kipengele namba 2(i), Muuzaji atamkabidhi Mnunuzi nyaraka zote asili zinazohusiana na umiliki ili Mnunuzi aweze kushughulikia uhamisho wa umiliki na umilikishaji wa Shamba katika jina la Mnunuzi.
7. Kodi ya Faida ya Mitaji (ikiwa inatumika) italipwa na Mnunuzi kwa kiasi cha mpaka TZS 30,000,000. Iwapo kodi hiyo itakuwa zaidi ya TZS 30,000,000 kiasi chote kitachoongezeka kitalipwa na Wauzaji.
8. Ada ya stempu, ada ya usajili, na ada zote nyingine zinazohusiana na uhamisho na usajili wa umiliki wa Mali kwa jina la Mnunuzi zitalipwa na Mnunuzi.
9. Kila muuzaji atachukua hatua zote muhimu zinazohitajika kupata tathmini kwa malipo ya Kodi ya Kukua Kitaaluma (CGT).
10. Mkataba huu unategemea idhini ya mchoro wa mipango miji, upimaji, idhini ya Kituo cha Uwekezaji Tanzania (TIC) na idhini ya Kamishna wa Ardhi. Kama kwa sababu yoyote idhini yeyote kati ya hizo hapo juu haitatolewa, basi Mkataba huu utakuwa batili na pande zitarudi katika hali zao za awali ambazo zitajumuisha Muuzaji kurejesha bei ya mauzo iliyolipwa wakati huo kwa Mnunuzi, isipokuwa pande zitakuwa zimekubaliana vinginevyo kwa

Initial (Sahih):







Purchaser, unless the parties otherwise agree in writing before that date.

11. This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained in this Agreement shall be binding on the parties.
12. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless in writing and signed by or on behalf of the parties.
13. If any one or more provisions contained in this Agreement become invalid, illegal or unenforceable, the other provisions herein contained shall remain in full force and effect and the parties shall substitute and negotiate in good faith, if necessary, new provisions under reasonable terms and conditions and in compliance with the intentions of the parties as contained in this Agreement.
14. This Agreement shall be governed by the Laws of the United Republic of Tanzania.

maandishi kabla ya tarehe hiyo.

11. Mkataba huu unajumuisha mkataba mzima kati ya pande zote kuhusiana na mambo yaliyozungumziwa katika Mkataba huu na hakuna uwakilishi, sharti au dhamana ambazo hazijaorodheshwa katika Mkataba huu zitakazokuwa na nguvu kisheria kwa pande zote.

12. Hakuna makubaliano yoyote yatakayobadilisha, kuongeza, kupunguza au kufuta Mkataba huu yatakuwa na athari isipokuwa yakiandikwa na kusainiwa na au kwa niaba ya pande zote.

13. Iwapo moja au zaidi ya vipengele vilivyomo katika Mkataba huu vitakuwa batili, kinyume cha sheria au haviwezi kutekelezekari, vipengele vingine vilivyomo katika Mkataba huu vitaendelea kuwa na nguvu kamili na athari, na pande zitabadilisha na kujadili kwa nia njema, ikihitajika, vipengele vipya chini ya masharti na hali za kufaa na kwa kuzingatia nia ya pande kama ilivyoainishwa katika Mkataba huu.

14. Kwamba mkataba huu unafungwa kwa kufuata sheria za Tanzania.



Initial (Sahihi): SDTR
x B. K. i

THIS AGREEMENT IS EXECUTED AND SIGNED ON THE DATE MENTIONED ON THE COVER PAGE

MKATABA HUU UMETEKELEZWA NA KUSAINIWA TAREHE ILIYOTAJWA KWENYE UKURASA WA JUU WA MKATABA HUU:

SELLER

MUUZAJI

Name: **SUMAI MBAPAI FUNGA**

Jina: **SUMAI MBAPAI FUNGA**

Designation: Seller

Cheo: Muzaji

Address: P.O. Box 65

Anuani: Box 65

Chahanzee

Chahanzee

Signature: _____

[Handwritten Signature]



Saini: _____

[Handwritten Signature]



WITNESS: [or in the presence of]:

SHAHIDI [au mbele ya]:

Name: Emmanuel Francis Mrema

Jina: Emmanuel Francis Mrema

Designation: Witness

Cheo: Shahidi

Address: P.O. Box 32776

Anuani: S.L.P 32776

Dares Salaam

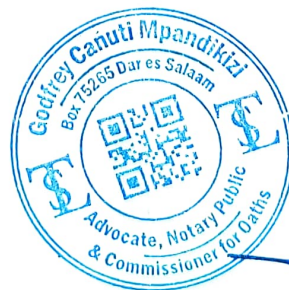
Dares Salaam

Signature: _____

[Handwritten Signature]

Saini: _____

[Handwritten Signature]

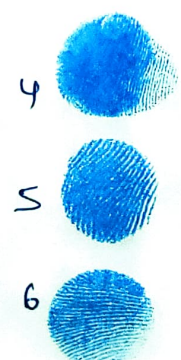


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24/06/24

Initial (Sahih): SDMR

[Handwritten Signature]



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SELLER

Name: LEFAELI SALIMBANA AMBISHI
(RAPHAELI SALIMBANA AMBISHI)

Designation: Seller

Address: P.O. Box 65
Chalinze

Signature: RS


WITNESS: [or in the presence of]:

Name: Emmanuel Francis
Mwema

Designation: Witness

Address: P.O. Box 32976
Dar es Salaam

Signature: 

MUUZAJI

Jina: LEFAELI SALIMBANA AMBISHI
(RAPHAELI SALIMBANA AMBISHI)

Cheo: Muuzaji

Anuani: P.O. Box 65
Chalinze

Saini: RS


SHAHIDI [au mbele ya]:

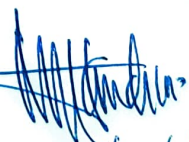
Jina: Emmanuel Francis
Mwema

Cheo: Shahidi

Anuani: S.L.P 32976
Dar es Salaam

Saini: 




29/06/20

Initial (Sahih): SIDIR





SELLER

Name: YOHANA DOI MHINDI

Designation: Seller

Address: P.O. Box 65
Chalinze

Y.D.M

Signature: _____



WITNESS: [or in the presence of]:

Name: Emmanuel Francis Mrema

Designation: Witness

Address: P.O. Box 32776
Dar es Salaam

[Signature]

Signature: _____

MUZAJI

Jina: YOHANA DOI MHINDI

Cheo: Muzaji

Anuani: P.O. Box 65
Chalinze

Y.D.M

Saini: _____



SHAHIDI [au mbele ya]:

Jina: Emmanuel Francis Mrema

Cheo: Shahidi

Anuani: S.L.P 32776
Dar es Salaam

[Signature]

Saini: _____



[Signature]
29/06/24

Initial (Sahihi): SDIR

[Signature]



8

SELLER

Name: **SANGAINE KISYOKI MUMBI**

Designation: Seller

Address: P.O. Box 65
Chahanzale

Signature: S.K.M



WITNESS: [or in the presence of]

Name: Emmanuel Francis Mrema

Designation: Witness

Address: P.O. Box 32776

Dares Salaam

Signature:

MUZAJI

Jina: **SANGAINE KISYOKI MUMBI**

Cheo: Muzaji

Anuani: P.O. Box 65

Chahanzale

Saini: S.K.M



SHAHIDI [au mbele ya]:

Jina: Emmanuel Francis Mrema

Cheo: Shahidi

Anuani: P.O. Box 32776

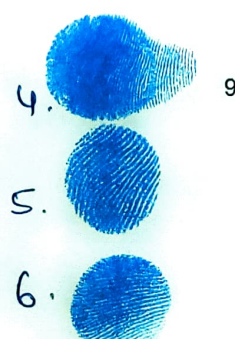
Dares Salaam

Signature:



29/06/29

Initial (Sahih): S.K.M



9

SELLER

Name: **YOHANA MBAPAI MBOPOSO (KAPATE MBAPAI FUNGA)**

Designation: Seller

Address: P.O. Box 65
Chalinze

Signature: _____
MBAPAI


WITNESS: [or in the presence of]:
Emmanuel Francis Mrema

Name: _____

Designation: Witness

Address: P.O. Box 32976
Dar es Salaam

Signature: _____


MUZAJI

Jina: **YOHANA MBAPAI MBOPOSO (KAPATE MBAPAI FUNGA)**

Cheo: Muzaji

Anuani: P.O. Box 65
Chalinze


Saini: _____
MBAPAI


SHAHIDI [au mbele ya]:
Emmanuel Francis Mrema


Jina: _____

Cheo: Shahidi

Anuani: S.L.P 32976
Dar es Salaam

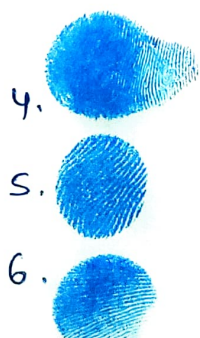
Signature: _____





29/06/20

Initial (Sahih): SDTR

x 



SELLER

Name: **SINGAIYA SALIMBANA NASORO**

Designation: Sella

Address: P.O. Box 65
Chahanz

Signature: _____

SINGAIYA

WITNESS: [or in the presence of]:

Name: Emmanuel Francis Mrema

Designation: Witness

Address: P.O. Box 32776
Dar es Salaam

Signature: _____

[Handwritten signature]

MUUZAJI

Jina: **SINGAIYA SALIMBANA NASORO**

Cheo: Muuzaji

Anuani: P.O. Box 65
Chahanz

Saini: _____

SINGAIYA

SHAHIDI [au mbele ya]:

Jina: Emmanuel Francis Mrema

Cheo: Shahidi

Anuani: S.L.P 32776
Dar es Salaam

Saini: _____



[Handwritten signature]
24/06/24

Initial (Sahih):

SDT

[Handwritten signature]



PURCHASER:

NINE HILLS TANZANIA LIMITED

SEALED with the COMMON SEAL of the said:

NINE HILLS TANZANIA LIMITED

and DELIVERED at SEAL Dar-ess-Salaam
Tanzania in the presence of us this 24th day
of June
20 24

Name: SIDDHARTHA VENKATRAM
Designation: DIRECTOR
Address: P.O.Box. 21634
DAR ESSALAAM

Signature: [Signature]

Name: DHARMA TEJA P
Designation: DIRECTOR
Address: P.O.Box 21634
DAR ESSALAAM

Signature: [Signature]



NINE HILLS TANZANIA LIMITED

UMEGONGWA LAKIRI kwa kutumia LAKIRI
YA MTAJWA:

NINE HILLS TANZANIA LIMITED

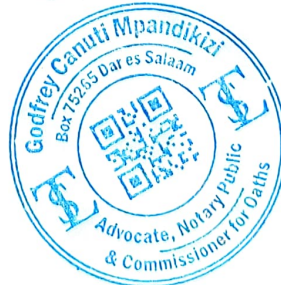
Lakiri/Muhuri
na UMEWASILISHWA hapa Dar-ess-Salaam
Tanzania mbele yetu leo tarehe 24th
Mwezi June
20 24

Jina: SIDDHARTHA VENKATRAM
Cheo: DIRECTOR
Anuani: P.O.Box. 21634
DAR ESSALAAM.

Saini: [Signature]

Jina: DHARMA TEJA P.
Cheo: DIRECTOR
Anuani: P.O.Box. 21634
DAR ESSALAAM.

Saini: [Signature]



[Signature]
24/06/24

Initial (Sahih): SDTR

[Signature]

