

SALE OF LAND AGREEMENT

BETWEEN

KAMAKA COMPANY LIMITED

(VENDOR)

AND

SULPHUR AND MINERALS LIMITED

(PURCHASER)

Ray *Grange*

**SALE OF LAND AGREEMENT
(PART TRANSFER)**

Plot Number:	353
Block Number:	D
Area SQM	5,649
Municipality:	KIBAHA
Region:	COAST
L.O. Number:	1071981
L.D. Number	LD/PW/14209
Certificate of Title Number:	17259 PWN

THIS SALE AGREEMENT is made this **13th** of **June 2023**

BETWEEN

KAMAKA COMPANY LIMITED, P.O. Box 78570, Dar es salaam, with the Company Registration Number 33981 and Certificate of Registration for Taxpayer Identification Number (TIN) **102-158-008** (hereinafter referred to as "the **Vendor**" which expression shall where the context so admits include his heirs and personal legal representatives) of the one part

AND

SULPHUR AND MINERALS LIMITED of P.O Box **2682**, Dar es salaam, with the Company Registration Number 156714739 and the Certificate of Registration for Taxpayer Identification Number (TIN) **156 714 739** (hereinafter referred to as "the **Purchaser**" which expression shall where the context so admits include his heirs and personal legal representatives) of the other part.

WHEREAS the Vendor is the registered owner of property known as Plot Number **353** Block Number **D**, Kibaha - Coast Region, registered under Certificate of Title Number **17259 PWN** L.D. Number **LD/PW/14209** and L.O. Number **1071981** measuring 5,649 square meters (hereinafter to be referred to as "**the Property**").

AND WHEREAS the Vendors are desirous of selling the property to the Purchaser as a Part Transfer and the Purchaser is desirous of buying the same on the terms and conditions hereinafter contained.

NOW THEREFORE it is hereby agreed as follows: -

1. This Sale of Land Agreement is a **"Part Transfer"** whereby the Vendor is transferring **5,649 square meters** of the property with Plot Number **353** Block Number **D**, Kibaha District – Coast Region, registered under Certificate of Title Number **17259 PWNLD.** Number **LD/PW/14209** and L.O. Number **1071981** to the Purchaser.

2. **IN CONSIDERATION** of **United States Dollar** Seventy-Nine Thousand and Eighty-Six (**USD79,086**) (hereinafter referred to as **"Purchase Price"**).

3. **TERMS OF PAYMENT**

i.) **That upon signing of this agreement 20%** of the purchased price shall be paid by the purchaser and it shall be treated as security of deposit.

ii.) **80%** of the purchased price shall be paid in eight (8) instalments as per schedule.

iii.) In case the buyer fails to pay the total amount of the purchased price as per schedule herein below, the 20% of the purchase price as security of deposit shall be non-refundable. Any remaining amount paid by the buyer above the 20% of the purchased price shall be refunded within two (2) years from the commence date of this agreement.

iv.) In case of default in the schedule of payment by the purchaser for any instalment, demand notice shall be issued within seven days (7) after due date to remind them about the pending payment. Then if the purchaser continues to default to pay the next (second) instalment he will be issued a seven days (7) notice after due date of the second defaulted payment date. In the event the purchaser fails to honor the outstanding payments as per the default notices then the defaulter will be issued with the final demand letter to pay the whole outstanding amount within seven days (7) days, failure to honor the demand letter shall amount to the coming of an end of the contract or automatic termination without any further notice.



- v.) The seller Or vendor shall consent and transfer the ownership of the Title Deed for the said plot after completion of payment as stipulated herein

Payment Schedule for Plot No: 353			
SR	Size of the Plot	Rate / SQMA USD	Total Amount in USD
1	5,649.00	14	79,086.00
SR	Payment	% Payment	AMOUNT USD
1	1 st Instalment	20%	15,817.20
2	2nd Instalment (July 2023)	10%	7,908.60
3	3rd Instalment (August 2023)	10%	7,908.60
4	4th Instalment (Sept 2023)	10%	7,908.60
5	5th Instalment (Oct 2023)	10%	7,908.60
6	6th Instalment (Nov 2023)	10%	7,908.60
7	7th Instalment (Dec 2023)	10%	7,908.60
8	8th Instalment (Jan 2024)	10%	7,908.60
9	9th Instalment (Feb 2024)	10%	7,908.60
	TOTAL		79,086.00

4. The purchaser shall pay the vendor the above-mentioned consideration through vendor's **ESCROW** account number with the below mentioned details and according as per details attached herewith.
5. **Bank Name:** CRDB BANK
Account Holder's name: KAMAKA COMPANY LIMITED
Account No USD: 0250450442501
Branch: TABATA BRANCH
6. Vendor is a part transferring an Area with **5,649 square meters** to the Purchaser as per the following co-ordinates: -

STATION	NORTHINGS	EASTINGS
ZQE623	9251534.028	468309.555
ZQE622	9251544.16	468299.682
18AC540	9251541.404	468188.09

[Handwritten signatures and initials]

18AC546	9251491.161	468187.973
18AC531	9251491.659	468309.558

7. The Vendor and the Purchaser take cognizance of the fact that, transfer of ownership of the property from the Vendor to the Purchaser is subject to the consent of the Commissioner for Lands. Should the said Commission for Lands decline to give his/her consent, the Vendor and the Purchaser shall revert to their original position whereby the Vendor shall refund the Purchaser the whole of the purchase price plus any other costs that the Purchaser would have incurred.
8. Vendor will provide electricity to the plot and billing will be as per tariff of TENESCO paid to TENESCO by purchaser as per consumption and tariff rate.
9. VENDOR has no objection for the purchaser to start the construction work on the said land/plot on the expense of the purchaser and with the purchaser has full right to bring their own choice of construction workers and construction material after advance payment and the building permit shall be acquired with purchasers' expenses.
10. All amounts set out or expressed to be payable to the Vendor under this agreement such fee, levy, rate and/or tax) and in the even that any extra amount other than agreed in the agreement is imposed shall be on sole responsibility of the Vendor. The title deed registration fees equal to 1% from the valuation report of the said plot shall be borne by purchaser.
11. VENDOR will provide the water supply on chargeable basis but in case of non-availability, purchaser has the right to manage water supply through BOREWELL or water tank supplies at the expense of the purchaser.
12. The Vendor covenants with the Purchaser that he is he rightful owner of the Property and that he has the right to dispose of the same as he hereby does.
13. All disputes, differences or claims arising out of or relating to this agreement including the interpretation of any provisions thereof shall be resolved through amicable negotiation. If the dispute is not resolved through amicable negotiations within thirty (30) days after commencement of discussions, it shall be referred to arbitration. The arbitration proceedings shall be carried out in accordance with the rules of conciliation and




arbitration of the Tanzanian Laws. The arbitration proceedings shall be held in Dar es Salaam, Tanzania and conducted in English language.

14. This Agreement shall be governed and construed in accordance with the laws in United Republic of Tanzania without regard to the conflict of laws principles therein. Subject to arbitration the Parties consent to the exclusive jurisdiction of the courts in Dar es Salaam, Tanzania for any dispute arising under or in connection with this Agreement.

15. If any term or provision of this agreement is, to any extent, found to be unenforceable or contrary to law, the remaining portions of the agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and year hereinafter appearing.

SIGNED and SEALED with common SEAL

of the said KAMAKA COMPANY LIMITED
in our presence on this 13th day of June
2023



VENDOR


IN WITNESS BEFORE ME:

Name: Jamila Suma Lamuli
Signature: 

Postal Address: P.O. Box 6563, Dsm

Designation: Advocate





SIGNED and SEALED with common SEAL
of the said SULPHUR AND MINERALS LIMITED

in our presence on this 13th day of June
2023

[Handwritten Signature]

PURCHASER



IN WITNESS BEFORE ME:

Name: *Jamila Juma Kimvuli*

Signature: *[Handwritten Signature]*

Postal Address: *P.O. Box 6563, Dsm*

Designation: *Advocate*



TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 17259 PWN

Land Office Number: 1071981

Land: PLOT NO. 353 BLOCK 'R' AT DISUNYARA IN KIBAHA DISTRICT

Term: NINETY NINE (99) YEARS

TITLE No: 17259 PWN
 REGISTERED ON: 24/5/23
 AT: 2:00 P M
 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 11006/= Paid
 On Original Receipt No: 923101172294727
 of: 11/4/2023
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT. THE LAND ACT, 1999
 Stamp Duty Shs: 100/= Paid (NO. 4 OF 1999)
 Receipt No: 923101172294727
 of: 11/4/2023
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY


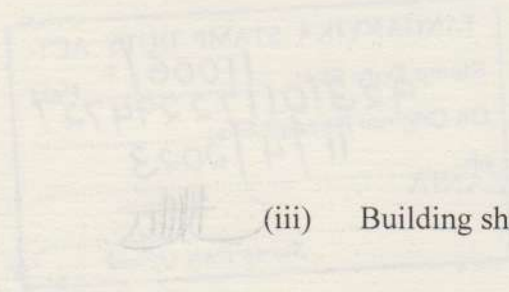
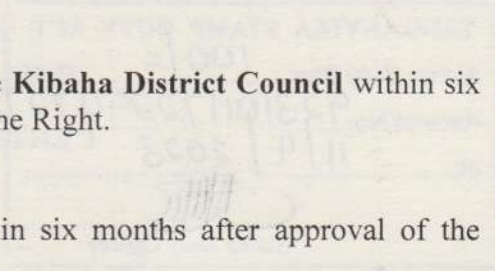
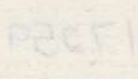
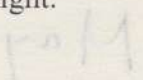
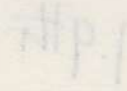
(Under Section 29)

Title No. 17259 PWN
 L.O. No. 1071981
 LD/PW/14209

The 19th day of May Two Thousand and Twenty Three

THIS IS TO CERTIFY that **KAMAKA COMPANY LIMITED** a limited liability company incorporated under the companies Act (Cap 212 R.E. 2002) **P.O. Box 78570 DAR ES SALAAM** (hereinafter called "the Occupiers") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine** years from the first day of **January, Two Thousand and Twenty Three** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there-under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, **2023**; shall thereafter pay rent of shillings **two hundred twenty thousand three hundred eleven only (Tshs. 220,311/=)** a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupiers shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.
 - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.

- 
- 
- 
- 
- 
- 
- (iii) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha District Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the day of commencement of the Right.
 3. **USER:** The land shall be used for **Light Industry** purposes only. Use Group '**M**' use class **(a), (b), (c), (d), (e) & (f)** as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.
 4. The Occupiers shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupiers shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause and in public interest.

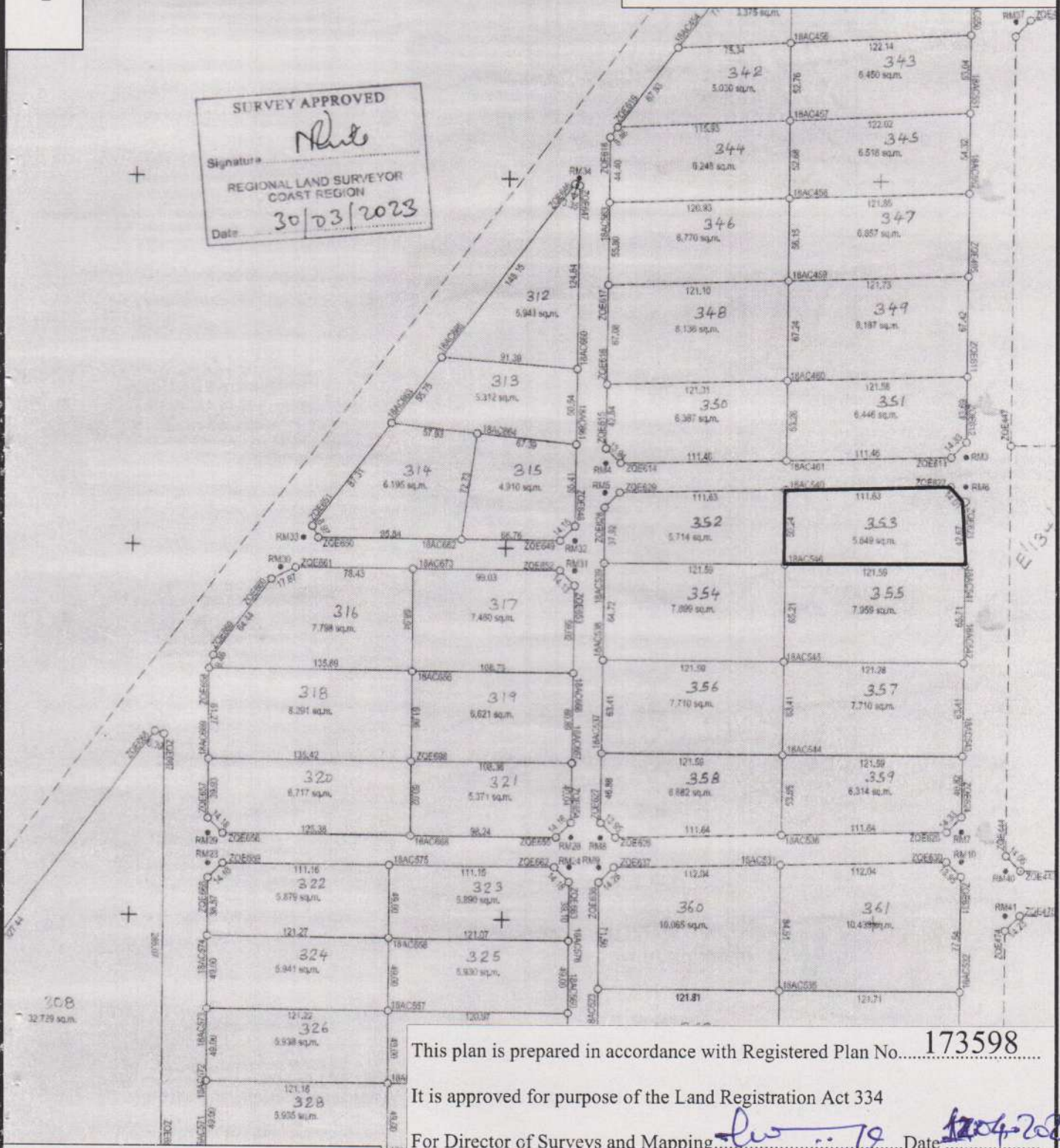
KIBAHA DISTRICT

VEY OF PLOTS No. 308 - 371 BLOCK 15 AT DISU
KIBAHA DISTRICT COUNCIL - COAST REGION

LOCALITY DISUNYARA
BLOCK DR
PLOT No. 353
L.O. No: 1071981
AREA: 5649 Sqm



SURVEY APPROVED
White
Signature
REGIONAL LAND SURVEYOR
COAST REGION
Date 30/03/2023



This plan is prepared in accordance with Registered Plan No. 173598

It is approved for purpose of the Land Registration Act 334

For Director of Surveys and Mapping *[Signature]* Date 12/04/2023

Ministry of Lands, Housing and Human Settlements Development, Dodoma

The issue of this plan implies no guarantee or admission of title by the government

SCHEDULE

ALL that Land known as Plot No. 353 Block "B" situated at Disunyara in Kibaha District containing five thousand six hundred fourty nine (5,649) Square Metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 173598 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

B/SW

Given under my hand and my official seal the day and year first above written.

[Handwritten signature in blue ink]

ASSISTANT COMMISSIONER FOR LANDS

The within named KAMAKA COMPANY LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the common SEAL of the)
said KAMAKA COMPANY LIMITED)
in the presence us this 24 day of APRIL 2023)

Name: JURIS MARTINOV)

Signature: *[Handwritten signature]*)

Postal Address: 78 570)

DAR ES SALAAM)

Qualification: DIRECTOR)

Name: YUSSUF MANZI)

Signature: *[Handwritten signature]*)

Postal Address: 78 570)

DAR ES SALAAM)

Qualification: DIRECTOR)



Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:
Ref. No. LR/T 17259



LAND REGISTRY,
P.O Box 1191,
Dar es salaam.
Date: 07 Jun, 2023

KAMAKA COMPANY LIMITED
P.O Box 78570
DAR ES SALAAM
Sir/Gentlemen/Madam,

RE: TITLE NO: 17259 LAND OFFICE NO: 1071981
PLOT NO. 353 BLOCK R AT DISUNYARA

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

 REGISTRAR OF TITLES

Copy to: Commisioner for Lands

Your LD File No: LD/PW/14209 refers