

SALE AGREEMENT

BETWEEN

CITI LAND SOLUTION (T) LTD

AND

KAMOGATZ INVESTMENT LIMITED



SALE AGREEMENT

This Agreement is made on this ^{22nd} day of ⁰⁸.....2025 by and between;

CITI LAND SOLUTION (T) LTD of **P.O Box 60497 Dar es Salaam, TEL + 255 794 999 999**, as the authorized representative of **SOAP AND ALLIED INDUSTRIES LTD** (hereinafter referred to as the "**Seller**") which term covers and includes its successors in title in this agreement;

AND

KAMOGATZ INVESTMENT LIMITED a registered company under the Laws of Tanzania, P.O. Box 80504, Dar es salaam, represented by **MOSES KAMAU** in capacity as the "**Managing Director**" (Hereinafter referred to as the "**Buyer**" in this agreement)

WHEREAS:

- A. That the **Seller** is a real estate developer and sales agents of a company known as Citi Land Solutions registered in Tanzania
- B. That the **seller** is the lawful and authorized representative of the land owner a "**landed property**" located in Mkuranga District Coast Region.

AND WHEREAS, the Seller desires to sell part of the said property and the Buyer is desires to buy the said property in accordance with the terms and conditions set forth herein

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

I. DESCRIPTION OF THE PROPERTY

C. That the **Seller** hereby agrees to sell and the **buyer** hereby agrees to buy the above stated property situated at Mkuranga District Coast Pwani with Plan No. E'303/1158 and registered plan No. 206811 plot no 628 (981 sqm) with beacon number 18D790, 18D791, 18D792 Block J.



D. That, the said plot is located in the commercial residential area.

II. CONSIDERATION.

- E.** That, the said property will be sold at a consideration of TZS 15,696,000/= (fifteen million six hundred and ninety-six thousand) whereby the amount will be calculated at a price of TZS 16,000 (sixteen thousand) per sqm for a total of 981sqm.
- F.** That, the buyer shall deposit the sum amount of TZS 4,708,800/= (four million seven hundred and eight thousand eight hundred) which is the 30% of the total consideration as the initial deposit thus there will be a pending balance of TZS 10,987,200/= (ten million nine hundred and eighty-seven thousand two hundred) which shall be paid in instalments.
- G.** That, the buyer agrees to make instalment payment within a period of 12 months. The buyer shall ensure that the total purchase amount is fully paid on or before the expiry of 12 months from the date of signing this agreement.
- H.** That, upon payment of at least 50% of the total purchase price and agreement between both parties, the seller shall grant the buyer permission to commence modifications on the property, including but not limited to construction, renovation or installation works at the buyers own cost and risk and shall be responsible in obtaining all necessary permits and approvals.
- i.** Notwithstanding any modification made by the buyer, legal ownership and title of the property shall remain with the seller until full payment of the purchase price is made and all necessary transfer documents are executed.
- ii.** In the event that the buyer fails to complete the payment of the remaining balance within the agreed period then the seller shall terminate the agreement upon giving a 14 days notice to the buyer.



WHEREAS,

- I.** In the event the Buyer fails to pay any installment by the due date, the Seller shall grant the Buyer a grace period of two (2) months from the missed payment date to settle the outstanding installment(s) without penalty.
- J.** If the Buyer fails to cure the default within the two (2) month grace period, from the commencement of the third (3rd) month of default, the Seller shall charge the Buyer interest at the rate of three percent (3%) per month on the total outstanding balance until such payment is settled in full.

III. MODE OF PAYMENT

K. That the Buyer shall make the payment to the Seller's Account held at CRDB Bank with Account name **SOAP AND ALLIED INDUSTRIES LTD** with Account Number **0150671688001**.

IV. GUARANTEE

L. That the **seller** guarantees that the **property** sold to the **Buyer** is free from any encumbrances whatsoever.

V. TAXES AND OUTGOINGS

M. That the **Seller** agrees and undertakes at his own expenses to bear and discharge all outstanding /existing rents, rates, taxes, service charges and other levies attaching to the said **Property** which exist before the execution of this agreement.

N. That the **Seller** would pay all rents, rates, taxes service chargers and other levies attached to the property upon and until the finality of this Agreement.

O. That the **Seller** shall furnish to the **Buyer** all receipts for taxes, and rates that have been duly paid to the relevant authorities up to the date of this Agreement.

VI. PROPERTY TRANSFER

P. That, on receiving the full purchase price as agreed and the seller acknowledges for the same, the **Seller** shall immediately hand over to the **Buyer** the original documents and the latter shall be at liberty to affect transfer into the Purchaser's name.

Q. That the **Seller** shall at all times be readily available to assist the **Buyer** in the process of transfer of the said property and That in the event the transfer process is objected, stopped or fails by any reason the **Seller** shall refund the Buyer the full price paid.

VII. TERMINATION

R. That if the buyer fails to settle the outstanding payments and accrued interest within the agreed time the Seller has a right to terminate this agreement through a written notice to the buyer.

S. That the seller will retain twenty-five percent (25%) of all sums paid by the buyer as liquidated damages for administrative costs and loss of opportunity; and the seller will repossess the Property, which shall thereafter be free from any claim or interest by the Buyer.

T. That upon termination under this clause, the Buyer shall have no further rights, claims, or interest in the Property, and the Seller shall be entitled to resell the same at their sole discretion.

VIII.FORCE MAJEURE

U. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of force majeure.

V. A Party claiming the benefit of this provision, as soon as reasonably practicable after the occurrence of any such event, shall notify the other Party of the nature and extent of

any such force majeure condition and use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible

IX. DISPUTE RESOLUTION

W. That, all disputes, questions or differences whatsoever which may arise at any time between the seller and the purchaser, arising out of or in connection with this agreement shall be referred to mediation and finally be referred to the court of Competent Jurisdiction.

X. That, neither the seller nor the buyer shall be exempted from performing their obligation until and upon the finality of this agreement.

Y. That, in the event of breach of this agreement, the party aggrieved shall be entitled to compensation for any losses, damages or costs incurred as result of such breach, in accordance with the applicable laws.

X. LAWS GOVERNING

Z. That, this agreement shall be governed by the Laws of the **United Republic of Tanzania.**

IN WITNESS WHEREOF the parties herein have duly executed these agreements in the manner on this day 22 day of 08 2025

SIGNED and **SEALED** at Dar es Salaam
by the said **CITI LAND SOLUTION (T) LTD**
this 22..... day of August, 2025.

Name: HERALD STANLEY MOKOLE

Signature: [Handwritten Signature]

Postal address: P.O. Box 60497

Qualification: MANAGING DIRECTOR



Name: DORIS NUGARUMA

Signature: [Handwritten Signature]

Postal Address: P.O. Box 21054

Qualification: COMPANY SECRETARY

SIGNED and **SEALED** at Dar es Salaam
By the said **KAMOGATZ INVESTMENT LIMITED**
Introduced to me as the **BUYER**
In this 22 day of August 2025.



Name: MWES ICAMAYI

Postal address: 80504 DAR ES SALAAM

Qualification: DIRECTOR

[Handwritten mark]

WITNESS

Name: DORIS MUGARULA

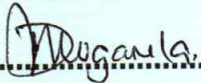
Signature: 

Postal Address: P.O. Box 25054

Qualification: WITNESS

BEFORE ME:

Name: DORIS MUGARULA

Signature: 

Postal Address: P.O. BOX 25054

Qualification: ADVOCATE







SURVEY OF PLOTS No. 570-644 BLOCK J AT KAZOLE

MKURANGA DISTRICT-COAST REGION



TP DRC No 19/MKZ/14/090000 & 19/MKZ/052/090000

DATUM: TAQRY 11 UTM ZONE 37S

COMPS: E1303²²
 MP: 204/115
 STD SHEET NO: 204/11
 ACTION CC:
 PLAN NO: E1303/1158

AMENDMENTS MADE BY:- SCALE: 1:1000
 1. Mashaka N. (Plot no) 27.03.2025
 2.
 3.
 PHOTOSTAT COPIES SENT TO:-
 1.
 2.
 3.

Plan Drawn by S Yasini
 I here by certify that survey represented by this plan was carried out in accordance with survey regulations
 HAMDU NYOO MGAYA
 LICENSED LAND SURVEYOR
 GEOSPATIAL PARTNERS
 DATE: 10th February 2025
 REGISTERED PLAN No: 206811