

**SALE OF LAND AGREEMENT**

*BETWEEN*

**KAMAKA COMPANY LIMITED**

*(VENDOR)*

*AND*

**UC GENERAL INVESTMENT LIMITED**

*(PURCHASER)*

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

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Plot Number:	171
Block Number:	B
Area Sqm	9,601
Municipality:	KIBAHA
Region:	COAST
L.O. Number:	1071927
L.D. Number	LD/PW/14276
Certificate of Title Number:	17356PWN

**THIS SALE AGREEMENT** is made this ..... day of ..... 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**

**UC GENERAL INVESTMENT LIMITED** of P.O Box, Dar es Salaam, with the Company Registration Number ..... and the Certificate of Registration for Taxpayer Identification Number (TIN) **169-017-263** (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 **171** Block B, Kibaha - Coast Region, registered under Certificate of Title Number

**17356PWN** L.D. Number **LD/PW/14276** and L.O. Number **1071927** measuring **9,601** 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 **9,601 square meters** of the property with Plot Number **171** Block Number **B**, Kibaha District – Coast Region, registered under Certificate of Title Number **17356PWN**, L.D. Number **LD/PW/14276** and L.O. Number **1071927** to the Purchaser.
2. **IN CONSIDERATION** of United States Dollar One Hundred Sixty-Three Thousand Two Hundred Seventeen (**USD 163,217**) (Hereinafter referred to as **"Purchase Price"**).
3. The Vendor is a part transferring an Area with **9,601 square meters** to the Purchaser as per the following co-ordinates: -

STATION	NORTHINGS	EASTINGS
18AC615	9249964.221	469161.618
18AC582	9249910.045	469047.065
18AC613	9249903.804	469050.579
18AC612	9249860.405	469061.282
18AC611	9249853.345	469073.32
18AC597	9249887.826	469198.85

4. 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.

5. The Vendor will facilitate the availability of electricity to the plot and billing will be as per tariff of TANESCO paid to TANESCO by the purchaser as per consumption and



shall be in accordance of the Tanzania laws. Vendor will not be liable for anything incase of default.

7. Vendor and the Purchaser agrees that the Purchaser undertake to pay the transfer fees and other charges, except Capital Gain Tax which shall be paid by the Vendor in respect of transfer of the purchased property.
8. All amounts set out or expressed to be payable to the Vendor under this agreement are inclusive of the all-government fees or charges or taxes to be paid to the Tanzanian Government for issuance of TITLE DEED in favour of the Purchaser
9. The Vendor will facilitate water supply on chargeable basis but in case of non-availability, the purchaser has the right to manage water supply through BOREWELL or water tank supplies at the expense of the purchaser.
10. The Vendor covenants with the Purchaser that he/she is he rightful owner of the Property and that he/she has the right to dispose of the same as he/she hereby does.
11. 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 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 East Africa Court of Justice Arbitration Rules and shall be conducted at the East Africa Court of Justice arbitration segment and conducted in English language
12. 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 High Courts in Dar es Salaam, Tanzania for any dispute arising under or in connection with this Agreement.
13. This contract read together with the offer letter issued by the Vendor to the Purchaser relating to the sale of the land property described herein.
14. If any term or provision of this agreement is, to any extent, found to be unenforceable or contrary to laws of United Republic of Tanzania, the remaining portions of the agreement will remain in full force and effect.

Handwritten signature and initials, possibly 'Gy' and a circled 'D', with a large arrow pointing upwards and to the right.

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

SIGNED and DELIVERED by the said  
KAMAKA CO., LTD..... who is known to me  
personally in my presence on this 13th day  
of OCTOBER..... 2023



1.) Name..... AKIF KARA

Signature.....

Designation..... DIRECTOR

Dated..... 23/10/2023

2.) Name..... JURIS MARTINUS

Signature.....

Designation..... DIRECTOR

Dated..... 23/10/2023

WITNESS, BEFORE ME:

SIGNATURE:.....

POSTAL ADDRESS:..... 90324 DSM

QUALIFICATION:..... COMMISSIONER FOR OATHS

DATE:..... 13/10/2023



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SIGNED and DELIVERED by the said  
U.C. General Inv.: who is known to me  
personally in my presence on this 14<sup>th</sup> day  
of October 2023.



1.) Name..... U.C. General Investment Limited

Signature..... *[Handwritten Signature]*  
Designation..... Managing Director  
Dated ..... 14<sup>th</sup> October 2023

2.) Name.....

Signature.....  
Designation.....  
Dated .....

WITNESS, BEFORE ME:

SIGNATURE: .....

POSTAL ADDRESS: .....

QUALIFICATION: .....

DATE: .....