

**AGREEMENT FOR SALE OF A RIGHT OF OCCUPANCY**

**MADE BETWEEN**

**ADAM ALLY KIDOTO**

**AND**

**TANZANIA CARBONATE LIMITED**

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**FOR THE LAND SITUATED AT INDUSTRIAL AREA IN KARABAKA STREET,  
MISUGUSUGU WARD, KIBAHA DISTRICT WITHIN COAST REGION**

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**DRAWN BY:**

**RITA NIBWO NTAGAZWA**


**RI LAW & CO ADVOCATES,**

**ROBTON PHARMACY BUILDING,**

**CCM STREET**

**P.O.BOX 23164,**

**KIBAHA, COAST REGION.**

 Certified as True Copy of the Original  
**Charlotte S. Lupembe**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: *[Signature]*  
Date: *30/01/2025*

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**BETWEEN**

**ADAM ALLY KIDOTO** is an adult natural person and owner of the land whose address is Post Office Box 30112 Kibaha District in Coast Region aforesaid (hereinafter called "the vendor" which expression and when the context so admits shall include her legal representatives, agents, assigns, and successors in title) of one part

**AND**

**TANZANIA CARBONATE LIMITED** a registered Company incorporated under the laws of the United Republic of Tanzania and whose address is Post Office Box 100049 Mikocheni B street at Kinondoni District in Dar es Salaam -Tanzania whereas the head office shall base within Coast region (hereinafter called "the Purchaser", its successors and assigns of the other part.

**WHEREAS**

The Vendor is the owner of the land and has the capacity to sell the said plot of Unsurvey land known as **FOR THE LAND SITUATED AT INDUSTRIAL AREA, KARABAKA STREET, MISUGUSUGU WARD, KIBAHA DISTRICT WITHIN COAST REGION.**

**AND WHEREAS**

The Vendor is desirous of selling the said property and the Purchaser is desirous and able to purchase the said property from the Vendor at a consideration of Tanzanian shillings Five hundred and ten Million (510,000,000/= (Hereinafter referred to as the "Purchase Price").

**NOW THIS AGREEMENT WITNESSETH as follows:**

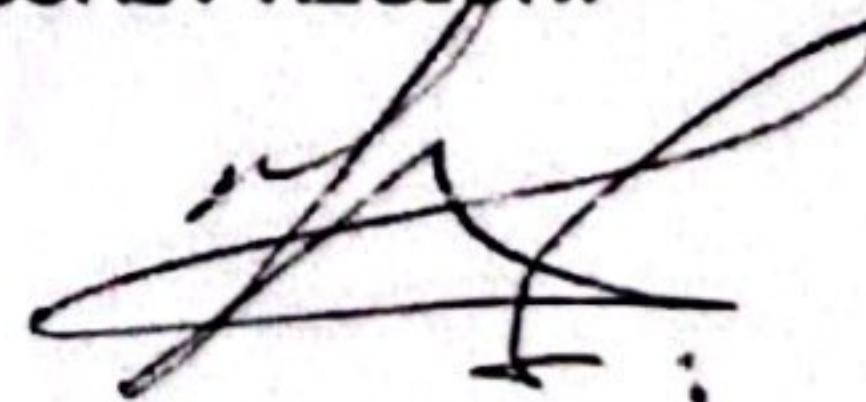
**1. THE SALE:**

That the Vendor hereby intends to sell to the Purchaser and the Purchaser hereby intends to buy from the Vendor the said Property subject to the covenants herein contained and subject to the terms and conditions under which the said Property is held by the Vendor prior to this Agreement.

**2.0 DESCRIPTION OF PROPERTY**

The Plot being sold is designated for industrial use and purpose, as indicated on the urban Planning map and is situated within the area of KARABAKA street, MISUGUSUGU ward, KIBAHA DISTRICT IN COAST REGION.

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That the plot is intended to be used for investment purpose whereas the purchaser shall have to seek for derivative right of occupancy from Tanzania Investment Center.

The Plot is bounded to the north by the river, to the south by Protches Clemence Mramba's plot, to the East by Albert Ngowi's Plot and to the west by Desdei Shaur Amnary's plot. The total plot is encompassing 6.8 hectares, as depicted on the urban Planning map.

### **3.0 PURCHASE PRICE:**

That in consideration of the Purchase Price of Tanzanian shillings Five hundred and ten Million (510,000,000/=

- 3.1** the Vendor is hereby selling the Property to the Purchaser and the Purchaser is hereby purchasing the Property from the Vendor subject to the covenants herein contained.
- 3.2** That the Purchase Price stipulated herein, shall be paid by the Purchaser to the Vendor in per the provisions of clause 3.0 herein.
- 3.3** A deposit of a specific number of Tanzanian Shillings shall be paid upon signing this Agreement.

### **4.0 MODE OF PAYMENT:**

That Purchase Price stipulated herein shall be paid by the Purchaser to the Vendor as described herein below:

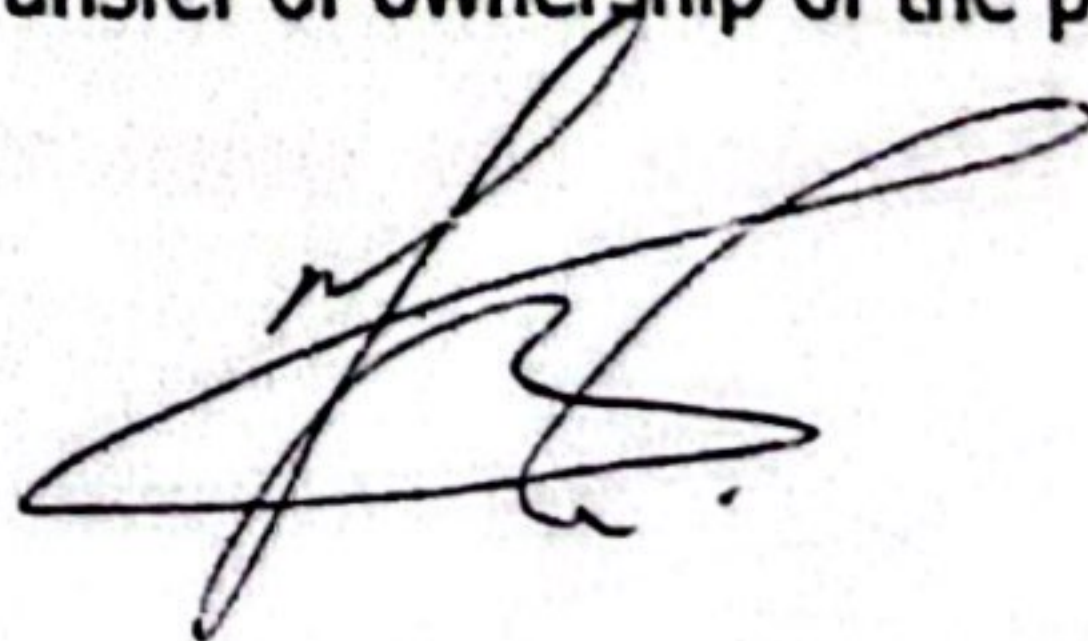
- 4.1** That the payment has been made in full as indicated in clause 3.0 of this agreement.
- 4.2** That the payment shall be made through CRDB Bank Account No **0152254548500** with Account Name of **ADAM KIDOTO**

### **5.0 TRANSFER OF OWNERSHIP.**

Upon full payment of the purchase price, the vendor shall provide the purchaser with transfer documents to facilitate the transfer of ownership of the property.

### **6.0 TERMS OF PURCHASE**

~~ADAM KIDOTO~~



**6.1** The Vendor shall transfer by way of outright sale, and the Purchaser shall acquire and accept the transfer by way of outright purchase of the Property after the due payment is made.

**6.2** The Property intended to be sold and agreed to be transferred subject to the terms and conditions contained herein.

## **7.0 CONFIDENTIALITY**

**7.1** Both parties to this Agreement hereby undertake to keep all information (whether written, oral, and/or electronic and/or otherwise) arising from or in connection with this Agreement strictly confidential and to treat such information with the highest standard of care.

**7.2** Neither party may disclose information arising from or in connection with this Agreement save where required by law to any third party without the prior written consent of the other party.

## **8.0 REPRESENTATION AND WARRANTIES**

The vendor represents that.

**8.1** That, he has the authority to sell property and capacity to do so.

**8.2** That, the property is free from any liens or encumbrances.

**8.3** That, the purchaser acknowledges that has conducted due diligence regarding the property.

## **09. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

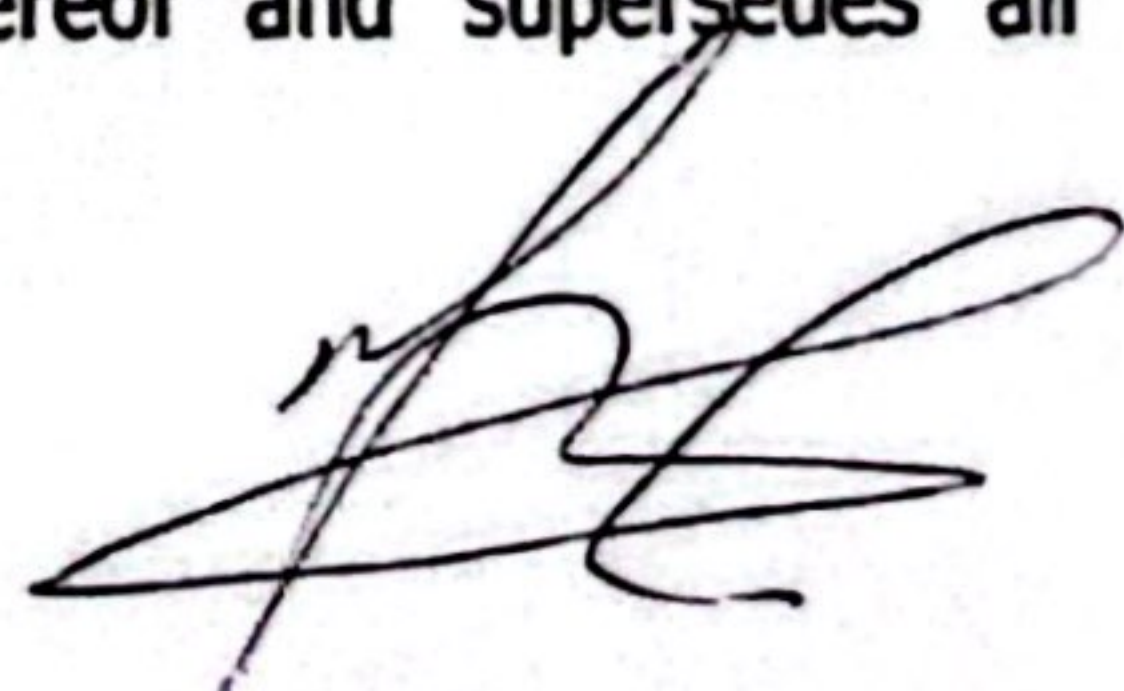
## **10. DISPUTE RESOLUTION**

Any dispute arising out of or relating to this Agreement shall be resolved amicably between the parties. If a resolution cannot be reached either party may refer the dispute to the Court of competent jurisdiction.

## **11. ENTIRE AGREEMENT**

This agreement constitutes the entire Agreement and the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior

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negotiations. Representation, or agreements whether written or oral regarding the property.

**12. COUNTERPARTS**

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**13. TERMINATION**

This agreement shall be terminated upon the breach of any fundamental covenant or obligation as stated in the agreement.

**IN WITNESS WHEREOF**, the Undersigned have executed this Agreement as of the day and year first written herein.

**SIGNED and DELIVERED** at Kibaha by  
The said **ADAM ALLY KIDOTO**  
Who is known to me personally/identified  
To me by \_\_\_\_\_  
The latter known to me personally in our  
Presence this .....day of..... 2024.




**VENDOR**



**BEFORE ME:**

Name: RITA NIBWO NIAGAZWA

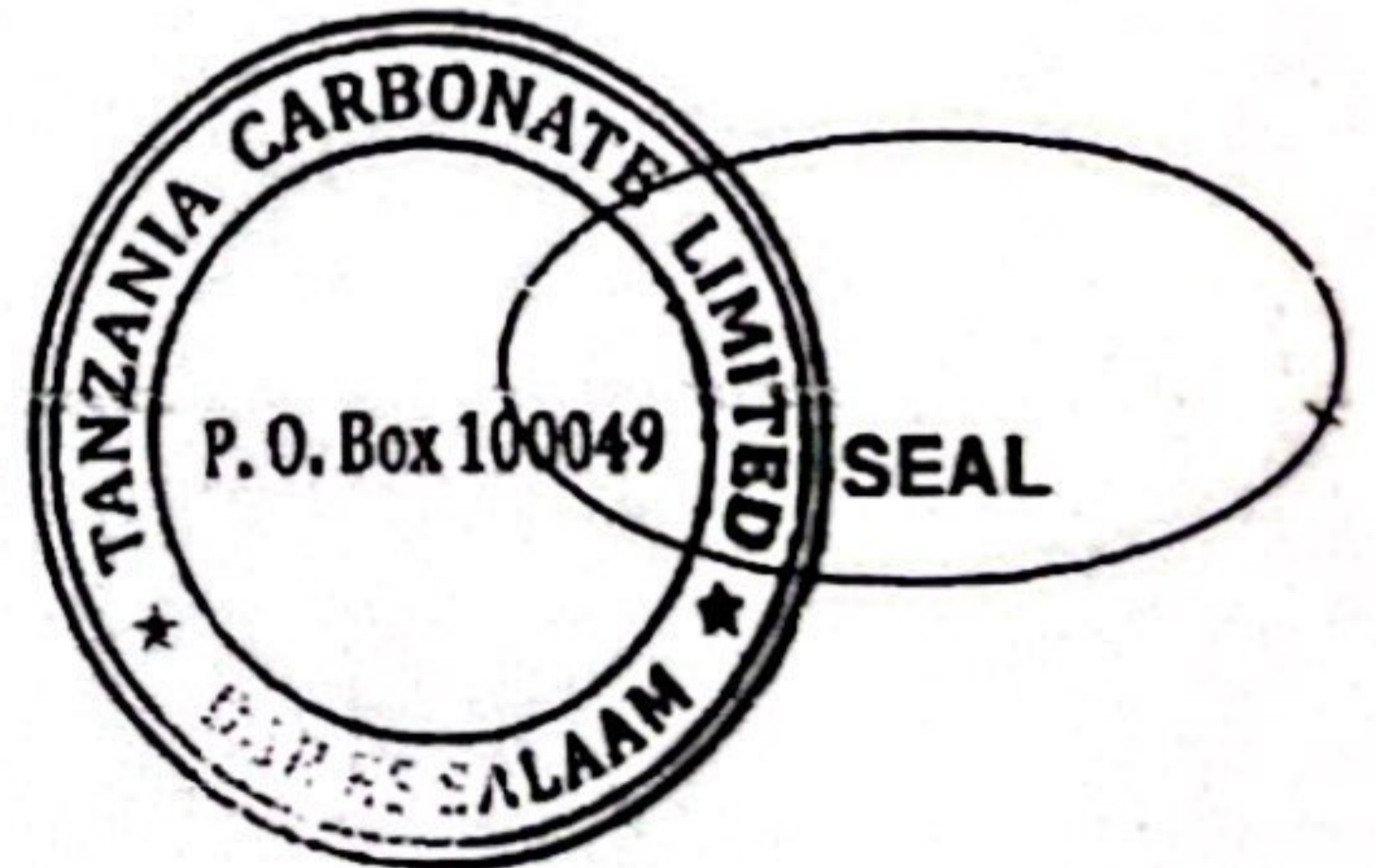
Signature: 

Postal Address 23164

Designation: **ADVOCATE**



**SEALED with the COMMON SEAL** of the said  
**TANZANIA CARBONATE LIMITED** and  
**DELIVERED** at Kibaha in  
the presence of us this \_\_\_ day of \_\_\_ 2024.



Certified as True Copy of the Original  
**Charlotte S. Lupembe**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 30/01/2024 5