

AGREEMENT FOR THE SALE OF MINING PLOTS AND
ASSOCIATED LICENSE APPLICATION PML 4508 DOM, AND PM
L 4507 DOM LOCATED AT KIKOMBO AREA, IN DODOMA
URBAN DISTRICT, QDS 162/2 WITHIN THE CITY OF DODOMA

BETWEEN

WILLIAM VEDASTUS MATHAYO

AND

DRAGON ROCK QUARRY COMPANY
LIMITED

DRAWN BY

MACK PATRICK CHAUKA (ADVOCATES)

GAVEL ATTORNEYS (ADVOCATE)

PLOT NO.22 BLOCK "L" HOUSE NO.5

6TH ROAD, MJI MPYA STREET-OPPOSITE MAMBO POA

COMMUNITY CENTRE.

0719292430/0742292430

Macklatini7@gmail.com

P.O.BOX 1147 - DODOMA



AGREEMENT FOR THE SALE OF MINING PLOTS AND ASSOCIATED
LICENSE APPLICATION PML 4508 DOM, AND PML 4507 DOM LOCATED
AT KIKOMBO AREA, IN DODOMA URBAN DISTRICT, QDS 162/2
WITHIN THE CITY OF DODOMA

This agreement is made this... 23rd Day of... July... 2025

BETWEEN

WILLIAM VEDASTUS MATHAYO, with Postal Office Box Number 472
Musoma, Tanzania- (hereinafter referred to as "**The Vendor**" which
expression shall, where the context so admits includes, the persons deriving
title under his/her personal representative(s) of the one part, With NIDA
Number

AND

DRAGON ROCK QUARRY COMPANY LIMITED, with Postal Office Box
Number 1147 Dodoma- Tanzania (hereinafter referred to as "**The Purchaser**"
which expression shall, where the context so admits includes, the persons
deriving title under his/her personal representative(s) of the other part.

WHEREAS:

The **Vendor** is the registered owner of two mining plots located in Kikombo
area, Dodoma City Council with license application numbers with the
following description. PML4507DOM: PML4508 DOM: Each plot is described
with coordinates and size as herein under.

A. PML4507 DOM

The Primary Mining Licence (PML) is located at Chigongwe Area within
Dodoma District, with QDS 162/2 and Coordinates (Arc 1960), and has
an estimated size of 4.60 Hectares. The owner was granted the Primary
Licence in the year 2024

Corner	Latitude	Longitude
1.	0.6 deg. 12 min. 19.30 sec.	35 deg 56 min. 3.90 sec.
2.	0.6 deg. 12 min. 19.30sec.	35 deg 56 min. 9.90 sec.
3.	0.6 deg. 12 min. 27.40 sec.	35 deg 56 min. 9.90 sec.
4.	0.6 deg. 12 min. 27.40 sec.	35 deg 56 min. 3 .90 sec.

B. PML4508DOM

The Primary Mining Licence (PML) is located at Kikombo Area within Dodoma Urban District, with QDS 162/2 and Coordinates (Arc 1960), and has an estimated size of 4.89 Hectares. The owner was granted the Primary Licence in the year 2024.

	Corner Latitude	Longitude
1.	0.6 deg. 12 min. 16.30 sec.	35 deg 56 min. 3.90 sec.
2.	0.6 deg. 12 min. 16.30 sec.	35 deg 55 min. 57.90 sec.
3.	0.6 deg. 12 min. 25.10 sec.	35 deg 55 min. 57.90 sec.
4.	0.6 deg. 12 min. 25.10 sec.	35 deg 56 min. 3.90 sec.

AND WHEREAS the Vendor is desirous of selling the said Property to the PURCHASER and the PURCHASER is desirous of buying the same.

AND WHEREAS, The Purchaser herein is a registered Company which dealing with Mining activities and through their board Resolution Registered as Ref: DRAG/ROC/CO/LTD/ NO.1 passed they agreed to purchase the said Property herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED ON TERMS AND CONDITION AS FOLLOWS: -

1. THAT, the VENDOR shall sell and the PURCHASER shall purchase the Mining License at a Consideration of Tanzania shillings Four Hundred Million Only (Tshs,400,000,000/=) free from any encumbrances, lien or third part claims, hereinafter referred to as the 'Purchasing price' thereof.
2. THAT, the VENDOR is the sole registered owner and lawful owner of the exclusive mineral rights after obtaining the same in the year 2024 through Ministry of Minerals via Mining Commission. (Copies of the Said Primary Mining Licences PML 4508 DOM and PML4607 are herein attached to form part of this contract as Annexure A-1).
3. THAT, the payment of the said property will be made into Two Installments, the first installment will be effected on the date of signing this agreement in which the purchaser will pay Tanzania shillings Three Hundred Million only (Tsh,300,000,000/=) through Vendor's Bank CRDB Bank Account Number No. 0152333178900 registered the name of WILLIAM VEDASTUS MATHAYO as provided by the vendor.

- 3.1 That, the Second Installment shall be executed within Three Months after first installment and after the Purchaser has obtain Ownership of Title, then shall be required to pay the remaining amount of One Hundred Million Tanzania Shillings (100,000,000/- Only.
- 3.2 That, parties have agreed the said amount of money shall be paid to the Vendor's bank account herein registered as Acc No. 0152333178900 (CRDB) bearing the name of **WILLIAM VEDASTUS MATHAYO**.

4. RIGHTS AND OBLIGATIONS.

- 4.1 Both parties agree that upon payment of the First Installment, the vendor shall hand over the original Certificate of the Mining Licence in respect of **PML4507DOM** and **PML4508DOM** and other related documents of ownership to the Purchaser.
- 4.2 That, upon second installment, Vendor and Purchaser shall apply to the Commissioner for Minerals to transfer the Original Primary Mining Licence from the Vendor to the Purchaser.
- 4.3 That, Vendor and purchaser shall equally share and pay the costs for transfer of the Primary Mining Licence herein mentioned above into the name of the Purchaser herein.
- 4.4 That, upon payment of the First Instalment the purchaser shall be entitled to effect the development and / or investment in respect of the two properties herein described above.
- 4.5 That, the vendor and purchaser shall cooperate with each other so to obtain Primary Mining Licence herein mentioned above into the name of the Purchaser herein.

5. TRANSFER, INTERESTS IN THE LICENCES

- 5.1 The Vendor herein covenants with the purchaser that upon signing this agreement and after the first installation and upon making an application to the Ministry of Mining, he shall no longer have an interest in the Licence and sites whatsoever and he shall not be involved in anyhow neither himself nor his agents than the purchaser in this Contract.
- 5.2 The **Vendor** shall vacate the premises and deliver vacant possessions of the property without fail on the date of first payment of the purchasing price and shall hand over the premises to the **Purchaser** in good faith and intact, without destroying anything thereto.
- 5.3 That the Seller confirms that the licence being sold is still valid, has no legal disputes, and there are no debts, taxes, or fees owed on the licence up to the date of the sale."



6. NULLIFICATION BY EITHER PARTY

- 6.1 THAT, In the event that this agreement shall be nullified for reasons that the Vendor did not have proper title or a right over the said properties , the parties shall revert to their original positions, and monies advanced or paid by the Purchaser shall be returned to the Purchaser by the Vendor with additional payment of 50% of the purchase price (first and second instalments once already paid in full) to cover the costs incurred by the Purchaser in executing the agreement and further interests to be mutually assessed and agreed by the Parties herein.
- 6.2 That, in respect of the Content of Paragraph 6.1 that the repayments made shall be through purchasers Bank account or any other mode parties herein shall agree.

7. LIABILITIES ON THE SITES

- 7.1 That, parties have agreed that all outgoing liabilities, proceedings, claims and demands arising out of and in connection with or incidental to the licence and sites before the execution of this agreement shall be settled out by the vendor.
- 7.2 That, parties have agreed that all outgoing liabilities, proceedings, claims and demands arising out of and in connection with or incidental to the licence and sites after the execution of this agreement shall be settled out by the purchaser.
- 7.3 That the Purchaser shall be responsible for ensuring that all activities comply with environmental, health, and safety laws, and for involving the surrounding community members in the mining area.

8. OTHER AGREED TERMS AND CONDITIONS.

- 8.1 The Vendor and purchaser have agreed to other related matters as follows
- 8.2 That the vendor is the lawful owner of the land measures four Acres (4) Located on the same premises which the Primary Mining licence is located and the vendor agreed to sale the said land to the Purchaser herein.
- 8.3 That, vendor and purchaser agree that the amount of purchasing the said land is included in the amount of the Primary Mining Licence herein stipulated above.



8.4 That, the vendor furthermore states the said land is free from encumbrance nor interests from any person.

8.5 The vendor also states following the first installment by the Vendor he shall vacate from the piece of land and handover to the purchaser.

9. **FURTHERMORE, TERMS AGREED BETWEEN PARTIES**

9.1 The vendor is the registered owner of One crusher machine

9.2 That the said Crusher machine is located at Kikombo Area within Dodoma City.

9.3 That, the Vendor uses the said Crusher machine to deal with issues related to mining.

9.4 That the vendor on his own will agrees to sale the said Crusher Machine to the purchaser herein.

9.5 All assets listed herein (land, licences, and crusher machine) are included in the total Purchase Price of TZS 400,000,000/=.

10. **APPLICABLE LAWS.**

10.1 THAT, This Agreement shall be binding upon the vendor and the purchaser.

10.2 In cases of dispute or any conflicts arises between purchaser and vendor, parties shall resolve amicably and in case they fail to resolve the matter any party aggrieved shall refer the matter to the appropriate forum of the law

10.3 This Agreement is governed by the Laws of United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the days and in the manner herein after appearing

SIGNED and DELIVERED of the said WILLIAM VEDASTUS MATHAYO

Who known to me personally/who is identified }
To me by... the latter being known to me personally
In my presence This 23rd Day of July, 2025



.....
VENDOR



BEFORE ME:

SIGNATURE: *David Justine Malugu*

NAME: DAVID JUSTINE MALUGU

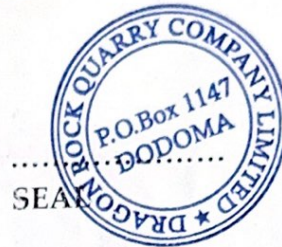
ADDRESS; P.O BOX 1099 DODOMA

QUALIFICATION: ADVOCATE



SEALED with the COMMON SEAL of the said
DRAGON ROCK QUARRY COMPANY LIMITED

Who known to me personally/who is identified
To me by... the latter being known to me personally
In my presence This *23rd* Day of *July*, 2025



DETAILED INFORMATION OF THE 1ST DIRECTOR.

NAME: FANG FANGZHEN

CAPACITY/OCCUPATION: DIRECTOR OF DRAGON ROCK QUARRY
COMPANY LIMITED

SIGNATURE: *Fang Fangzhen*

ADDRESS; P.O BOX 1147
DODOMA.

BEFORE ME:

NAME: MACK PATRICK CHAUKA

SIGNATURE: *Mack Patrick Chauka*

ADDRESS; P.O BOX 1147, DODOMA

QUALIFICATION: ADVOCATE.



SIGNED AND SEALED with the COMMON SEAL of the said
DRAGON ROCK QUARRY COMPANY LIMITED

..... Who is introduced to me by the said

Who is known to me personally in my presence

This *23rd* Day of *July*, 2025



[Handwritten signature]

DETAILED INFORMATION OF THE 2nd DIRECTOR

NAME: YANG MIAO
CAPACITY/OCCUPATION: DIRECTOR OF DRAGON ROCK QUARRY
COMPANY LIMITED
SIGNATURE: *[Signature]*
ADDRESS; P.O BOX 1147
DODOMA.

BEFORE ME:

NAME: MACK PATRICK CHAUKA
SIGNATURE: *[Signature]*
ADDRESS; P.O BOX 1147, DODOMA
QUALIFICATION: ADVOCATE.



SIGNED AND SEALED with the COMMON SEAL of the said
DRAGON ROCK QUARRY COMPANY LIMITED

..... Who is introduced to me by the said
.....
Who is known to me personally in my presence
This 23rd Day of July 2025



DETAILED INFORMATION OF THE 3rd DIRECTOR

NAME: YANG LEI
CAPACITY/OCCUPATION: DIRECTOR OF DRAGON ROCK QUARRY
COMPANY LIMITED
SIGNATURE: *[Signature]*
ADDRESS; P.O BOX 1147
DODOMA.

[Signature]

BEFORE ME:

NAME: MACK PATRICK CHAUKA

SIGNATURE: *Mack Patrick Chauka*

ADDRESS; P.O BOX 1147, DODOMA

QUALIFICATION: ADVOCATE.



[Handwritten mark]

**BOARD RESOLUTION OF DRAGON ROCK QUARRY COMPANY
LIMITED**

(Made Pursuant to Section 143 of the Companies Act, Cap 212 [RE: 2002])

RESOLUTION NO. DRAG/ROC/CO/LTD/NO.1/2025 AT A DULY
CONVENED MEETING OF THE BOARD OF DIRECTORS of DRAGON
ROCK QUARRY COMPANY LIMITED, held at the company's registered
office located at Plot No. 22, Block "L", House No. 5, 6th Road, Mji Mpya
Street, Opposite Mambo Poa Community Centre, Dodoma, on this 2nd day of
JULY, 2025, the following resolution was passed:

RESOLUTION:

IT IS HEREBY RESOLVED THAT:

1. The Company shall proceed to **purchase two Primary Mining Licenses**, namely **PML 4507 DOM and PML 4508 DOM**, located at Kikombo Area within Dodoma District (QDS 162/2), within Dodoma City Council from **MR. WILLIAM VEDASTUS MATHAYO**, for the agreed purchase price of **Tanzania Shillings Four Hundred Million (TZS 400,000,000/=)**.
2. The purchase shall also include:
 - o **Four (4) Acres of Land** within the same premises in the Mining Licenses.
 - o **One (1) Crusher Machine** currently situated and operated on the site.
3. The total amount of **TZS 400,000,000/=** shall cover all three assets: mining licenses, land, and machine.
4. That, the said amount shall be paid to the vendor into two Installment whereby the 1st Installment the Company Shall pay the vendor a total of Tanzania Shillings Three Hundred Millions Only and the final installment shall be executed within Three Months following the first installment.

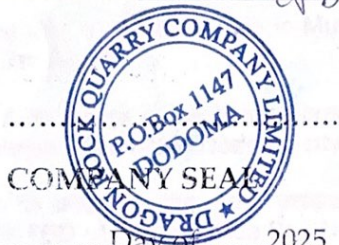
5. The Company authorizes its directors, namely MR. FANG FANGZHEN, MR. YANG MIAO, and YANG LEI

6. NAME TITLE SIGNATURE

1. FANG FANGZHEN, DIRECTOR [Signature]

2. YANG MIAO, DIRECTOR [Signature]

3. YANG LEI, DIRECTOR [Signature]



Dated this on Day of 2025

JAMHURI YA MUUNGANO WA TANZANIA
KITAMBULISHO CHA TAIFA
 THE UNITED REPUBLIC OF TANZANIA
 CITIZEN IDENTITY CARD

19960716-1109-9001-20

JINA : WILLIAM L. MATHAYO
 Given Name

JINA LA WAJAZI : MATHAYO
 Last Name

TAREHE YA KUZALWA : 16 JIII 1996
 Date of Birth

JINSI : M
 Sex

SAINI : *W. Mathayo*
 Signature



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



1996071631109000128

Kitambulisho hiki ni mali ya Jamhuri ya Muungano wa Tanzania. Huruhuswi kukidhiya mabadiliko ya aina yoyote wala kumpatia mtu ambaye haruhusiwi kukutumia. Kama kikipotea au kuhambiwa taarifa kamili lazima itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

Kitambulisho hiki ni mali ya Jamhuri ya Muungano wa Tanzania. Huruhuswi kukidhiya mabadiliko ya aina yoyote wala kumpatia mtu ambaye haruhusiwi kukutumia. Kama kikipotea au kuhambiwa taarifa kamili lazima itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

[Signature]
 DIRECTOR GENERAL
 NATIONAL IDENTIFICATION AUTHORITY

§
 Certified as True Copy of the Original
David Justine Mwaugu
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: *[Signature]*
 Date: *23/07/20*

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS
MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE 4507DOM
The Mining Act, Cap. 123

The exclusive right, subject to the provisions of *The Mining Act, Cap. 123* and the regulations made thereunder or which may come into force during the continuance of this primary mining licence or any renewal thereof is hereby granted to M/S **William Vedastus Mathayo** of **P. O.Box 872 Musoma, Tanzania** (hereinafter called the Licensee), to prospect and mine for **Aggregates** at **Kikombo** in **Dodoma Urban District, QDS 162/2** over an area described overleaf (Annex A).

This Licence, unless sooner cancelled, suspended or surrendered pursuant to the provisions of *The Mining Act, Cap. 123* shall be valid for a period of **seven (7)** years, effective from the date of grant.

Granted this 28th day of August 2024

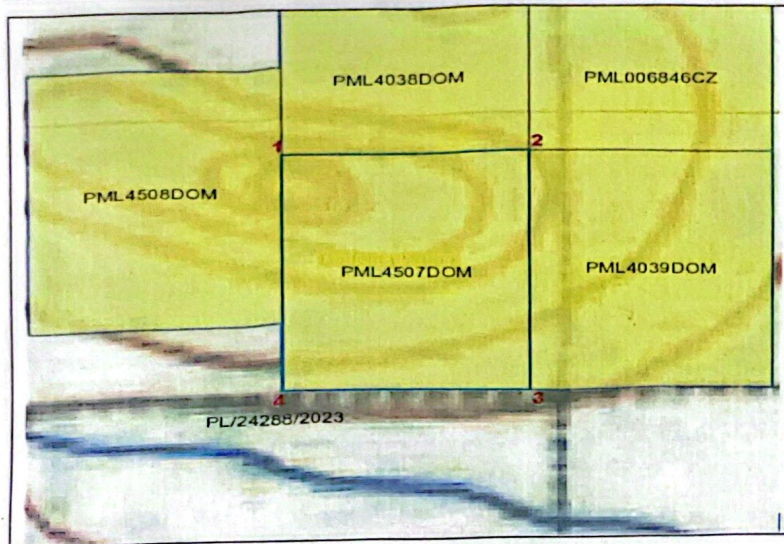
.....
George B. Kaseza
For: EXECUTIVE SECRETARY

ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at **Kikombo** area in **Dodoma Urban District**, QDS **162/2** defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 06 deg. 12 min. 19.30 sec.	35 deg. 56 min. 3.90 sec.
2	- 06 deg. 12 min. 19.30 sec.	35 deg. 56 min. 9.90 sec.
3	- 06 deg. 12 min. 27.40 sec.	35 deg. 56 min. 9.90 sec.
4	- 06 deg. 12 min. 27.40 sec.	35 deg. 56 min. 3.90 sec.



Legend	
Licensed area	
License Number	PML4507DOM
District	Dodoma Urban
Direction	

An area of approximately **4.60 Hectares**.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
1.	924220268686263	207,000/=	07/08/2024	 EXECUTIVE SECRETARY MINING COMMISSION.
2.
3.
4.
5.
6.
7.

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF MINERALS


MINING COMMISSION

THE MINING (MINERAL RIGHTS) REGULATIONS, 2018
PRIMARY MINING LICENCE 4508DOM
The Mining Act, Cap. 123

The exclusive right, subject to the provisions of *The Mining Act, Cap. 123* and the regulations made thereunder or which may come into force during the continuance of this primary mining licence or any renewal thereof is hereby granted to M/S **William Vedastus Mathayo** of **P. O. Box 872 Musoma, Tanzania** (hereinafter called the Licensee), to prospect and mine for **Aggregates** at **Kikombo** in **Dodoma Urban District, QDS 162/2** over an area described overleaf (Annex A).

This Licence, unless sooner cancelled, suspended or surrendered pursuant to the provisions of *The Mining Act, Cap. 123* shall be valid for a period of **seven (7)** years, effective from the date of grant.

Granted this 28th day of August 2024

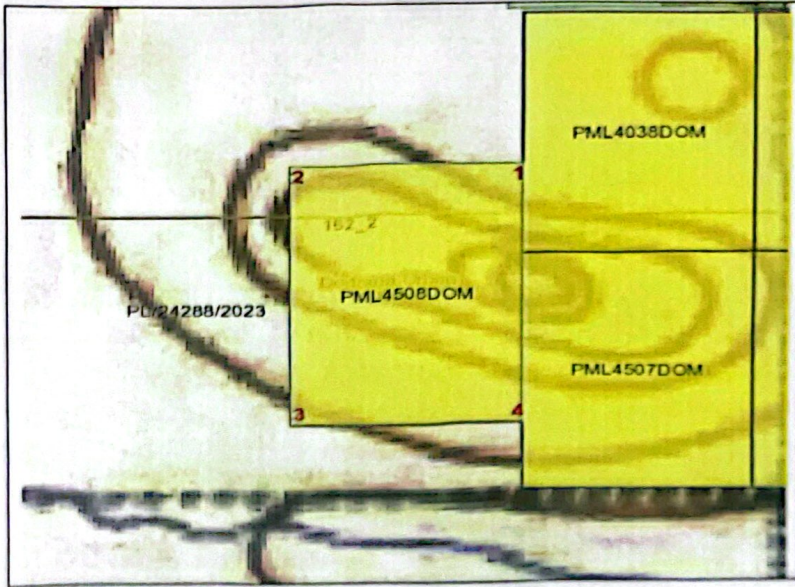
..... 
George B. Kaseza
For: **EXECUTIVE SECRETARY**

ANNEX A

DESCRIPTION OF THE PRIMARY MINING LICENCE AREA

The Primary Mining Licence is at **Kikombo** area in **Dodoma Urban District**, QDS **162/2** defined by the following corner co-ordinates (Arc 1960):

Corner	Latitude	Longitude
1	- 06 deg. 12 min. 16.30 sec.	35 deg. 56 min. 3.90 sec.
2	- 06 deg. 12 min. 16.30 sec.	35 deg. 55 min. 57.90 sec.
3	- 06 deg. 12 min. 25.10 sec.	35 deg. 55 min. 57.90 sec.
4	- 06 deg. 12 min. 25.10 sec.	35 deg. 56 min. 3.90 sec.



Legend	
Licensed area	
License Number	PML4508DOM
District	Dodoma Urban
Direction	

An area of approximately **4.99 Hectares**.

ANNUAL RENT PAYMENTS

Year	ERV	Amount (TShs.)	Date	Signature & Stamp
2024/2025	1, 924220269680268	224,550/=	9/04/2024	
2.				
3.				
4.				
5.				
6.				
7.				



JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MADINI
TUME YA MADINI



Unapojibu tafadhali taja:
Kumb. Na. HA.123/457/20443/09

16 Oktoba, 2024

Mkuu wa Wilaya,
Wilaya ya Dodoma Mjini,
S. L. P. 1246,
DODOMA.

Yah: UTAMBULISHO

Kichwa cha habari cha husika.

Napenda kumtambulisha kwako M/S **William Vedastus Mathayo** kuwa ni mmiliki wa leseni ndogo za uchimbaji madini Namba **PML4507DOM** na **PML4508DOM** zilizotolewa tarehe 28/08/2024 kwa Mujibu wa Sheria ya Madini Sura 123. Kwa mujibu wa maombi yaliyowasilishwa na mmiliki wa leseni, leseni hizi ziko eneo la **Kikombo** Wilaya ya Dodoma Mjini Mkoa wa Dodoma.

2. Aidha, mmiliki wa leseni ndogo anawajibika kufanya yafuatayo kwa Mujibu wa Sheria ya Madini tajwa hapo juu;

- I. Kabla ya kuanza shughuli za uchimbaji madini, mmiliki wa leseni anapaswa kupata ridhaa ya mmiliki halali wa ardhi ya eneo husika kwa mujibu wa Kifungu cha 95 cha Sheria ya Madini ya Mwaka 2010 na Marekebisho yake;
- II. Kutambua na kuweka mipaka ya kuonekana kwenye eneo la leseni zake kabla ya kuanza shughuli za uzalishaji;
- III. Kujitambulisha kwa Ofisi za Mkuu wa Wilaya Dodoma Mjini na Mkurugenzi wa Halmashauri ya Jiji la Dodoma Mjini. Ofisi ya Mkurugenzi itampatia utambulisho kwenye Serikali ya Ngazi ya Kata na kijiji husika kwa mujibu wa Sheria na taratibu husika;
- IV. Kuchangia kwenye Halmashauri 0.3% ya uzalishaji kama *service levy*, na kushiriki kikamilifu katika shughuli za maendeleo ya jamii katika eneo/kijiji/Mtaa anapofanyia uchimbaji kadri awezavyo na kutegemea kipaumbele cha mahitaji ya eneo husika (*Corporate Social Responsibility*) kwa mujibu wa Kifungu cha 105 cha Sheria ya Madini ya Mwaka 2010 na Marekebisho yake;
- V. Mmiliki wa leseni atapaswa pia kuandaa taarifa ya Mpango wa utunzaji mazingira (*Environment Protection Plan-EPP*) ndani ya miezi mitatu baada ya kupata leseni na

kabla ya kuanza kazi ya uchimbaji wa madini katika eneo lake kwa mujibu wa Kanuni Na 3 na 4 za Kanuni za Madini (Uhifadhi Mazingira kwa Uchimbaji Mdogo) za mwaka 2010; na

VI. Kuzingatia Sheria, Kanuni na miongozo husika na eneo zitakapofanyika shughuli za uchimbaji mdini.

3. Nawasilisha.



Msafiri A. Kussa

Kny: **KATIBU MTENDAJI**
TUME YA MADINI

Nakala: Mkurugenzi Mtendaji,
Halmashauri ya Jiji Dodoma (M) *(Kwa utambulisho ngazi ya Kata na Kijiji)*

William Vedastus Marthayo (Mob#+255 782 696 188)

Afisa Madini Mkazi, S.L.P. 903, Dodoma, Simu: +255 0262322407, Nukushi: +255 026 2322407, Barua pepe: dodoma@tumemadini.go.tz, Tovuti: www.tumemadini.go.tz