

THE UNITED REPUBLIC OF TANZANIA



KIBAHA TOWN COUNCIL

CONTRACT DOCUMENTS FOR SALE

CONTRACT FOR SALE OF 40.357 (FORTY POINT THREE FIFTY SEVEN ACRES) EQUAL TO 163,385 (ONE HUNDRED SIXTY THREE THOUSAND AND THREE EIGHTY FIVE HUNDRED SQUARE METERS) FOR EVERWELL CABLE AND ENGINEERING CO. LTD FOR BUILDING A LARGE FACTORY FOR MANUFACTURING CONCRETE POLES.

This contract is executed at Kibaha, Coast Region on this <sup>4<sup>th</sup></sup> day of <sup>FEBRUARY</sup> 2021

BETWEEN

**KIBAHA TOWN COUNCIL**, Established by the Local Government Act, No. of 1982 (CAP. 288 R.E 2002) having its office at Kibaha Town and whose address for the purpose of service is P.O.Box 30112 KIBAHA (hereinafter referred as the "The Vendor" on one part,

AND

**EVERWELL CABLE AND ENGINEERING CO. LTD** a private limited liability company incorporated in Tanzania under the Companies Act (Cap. 212 R.E.2002), with its registered office situate at PLOT NO 4-12 Block G Dundani Mkuranga, of P.O. Box 63149 DAR ES SALAAM (hereinafter referred to as "The Purchaser" on the other part.

PREAMBLE

WHEREAS, THE VENDOR is the owner of the land on Plot No. 12/1, 12/3, 12/5, 12/7 and 13/1 Block "A" Zegereni registered under TP No. 19/KBH/377/102014BJ of 2014 comprising with the total area 40.357 (Forty

**Point Three Fifty Seven Acres) equal to 163,385 (One Hundred Sixty Three Thousand and Three Eight Five Hundred Square Meters) located at Zegereni Industrial Area, as per copy of approved TP No. 19/KBH/377/102014BJ of 2014 attached herewith marked Annexure "A" which is form part of this agreement hereinafter to be referred as " The Land",**

**WHEREAS, THE PURCHASER** applied to acquire the Land for the industrial purpose to the Vendor through letter dated 1<sup>st</sup> February, 2021. The purchaser express to willingness to the vendor to acquire 40 forty acres to suit it's business activities, an area of subject of this contract delineated in marked Red "A" a copy of sketch extracted from **TP No. 19/KBH/377/102014BJ of 2014** (herewith attached marked Annexure 'B') of which entail the following coordinates: -

SR	NORTHINGS	EASTINGS	DESC
1	9253183.652	477731.996	ZUF259
2	9252881.174	477515.806	KBH826
3	9253208.076	477471.556	KBH836
4	9252871.832	477743.109	ZUF268
5	9252704.062	477520.092	KBH827
6	9252720.346	477390.129	KBH839
7	9252734.806	477274.526	KBH838
8	9252737.095	477256.288	KBH837
9	9252768.802	477188.769	KBH835

And therefore, the purchaser requests the vendor, to amend the **TP No. 19/KBH/377/102014BJ of 2014** mentioned herein to accommodate the purchaser requirements.

**AND WHEREAS, THE VENDOR** is willing to sale the land to the Purchaser, and the Vendor accepted and express his capacity to amend **TP No. 19/KBH/377/102014BJ of 2014** on the Plot No. 12/1, 12/3, 12/5, 12/7 13/1 and part of designated road on Block "A" of the Land described herein to obtain **40.357 (Forty Point Three Fifty Seven Acres) equal to 163,385 (One Hundred Sixty Three Thousand and Three Eight Five Hundred Square Meters)** with coordinates described herein; to accommodate the purchaser request and sale land subject to the terms and conditions set out herein below;

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this agreement the recitals/preambles, and annexes to this agreement and deemed to be incorporated in and form part of this agreement.

**2. SALE AND PURCHASE:**

That, upon and subject to the terms and conditions of this agreement, The Vendor hereby sells to the purchaser and Purchaser shall purchase from the Vendor the land with above referenced for purchase price payable **Tshs 980,310,000/= (Nine Hundred Eighty Million Three Hundred and Ten Thousands Only)** hereinafter referred to as "the Purchase Price).

**2.1** The Purchaser shall pay the purchase price for the land to the Vendor in the following manner:-

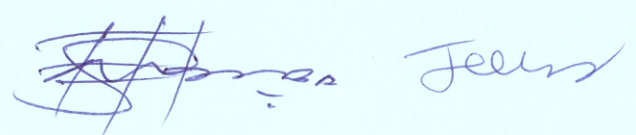
**2.1.2** That payment of the Purchasing Price has been divided into two categories such as;

(i) The first payment category of **Tshs 914, 810,000/= (Nine Hundred Fourteen Million Eighty hundred and Ten Thousand Only)** is purchase price for acquiring Land which shall be payable in two installments to the Bank with following details

- **CRDB Bank,**
- **Account Name; GePG Kibaha Town Council,**
- **Account Number; 0115441563700**
- **Government Control Number given by Kibaha Town Council.**

a) First installment payment of 80% (Eighty percent) of the Purchase Price, that is to say **Tshs 731,848,000.00 (Tanzania Shillings Seven Hundred Thirty One Million eighty Hundred forty eight thousand only)**, shall be payable to account mentioned herein upon signing of this agreement and shall be payable three (3) days upon the purchaser received the Government control Number issued by The Vendor;

b) The second installment payment of 20% (Twenty percent) of the Purchase Price, that to say **Tshs 182,962,000.00 ( Tanzania Shillings One Hundred Eighty Two Million Nine Hundred Sixty Two thousand only)** shall be payable to account mentioned



herein upon the Vendor amend the **TP No. 19/KBH/377/102014BJ of 2014** on the Plot No. 12/1, 12/3, 12/5, 12/7, 13/1 and part of designed road on Block "A" of the Land described herein and obtain proper approved and permit from the proper Government Authorities; **shall be payable within** three (3) days upon the purchaser received the Government control Number issued by The Vendor.

- (ii) The second payment category of **Tshs 65,500,000/= (Sixty Five Million, Five Hundred Thousand only)** shall be payable by purchaser to the Vendor to enable The Vendor proceed with the amendment of drawings and survey activity, infrastructure and compensation which shall be payable upon signing this agreement to the Bank account with the following particulars;- to
- **Bank Name; NMB Bank,**
  - **Account Name; Kibaha Town Council Miscellaneous Deposit**
  - **Account Number: 21201200189.**

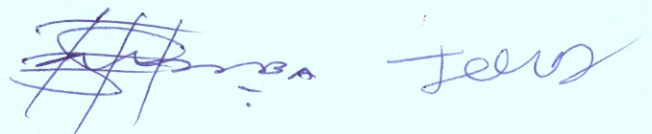
**2.2** Apart from the Purchase Price stated herein, The Purchaser shall be responsible to pay Land Allocation Fee and other statutory fees from to Ministry of Land Housing and Human Settlement through Government Control Number issued by Kibaha Town Council Land Office Department

**2.3** The Purchaser upon payments to the Vendor the sum of **Tshs 980,310,000/= (Nine Hundred Eighty Million Three Hundred Three Hundred and Ten Thousands Only)**, being the purchase price, simultaneously with the signing of this agreement and The Vendor shall acknowledge to receive of the said amount and issue the receipts.

### **3. REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

That the Vendor represents and warrants the following to the Purchaser as of the date of signing of the Agreement.

**3.1** Vendor acknowledges that the Purchaser is relying upon such representations and warranties in entering into the Agreement.



**3.2** Vendor hereby assures the Purchaser that the LAND is not under any lease or licenses neither has it been granted to any third party or any part thereof without the knowledge of the Purchaser.

**3.3** has a legal ownership of the Property and save as otherwise disclosed, the Property free from vendor liabilities all, or otherwise is free from other registered encumbrances of any nature whatsoever.

**3.4** Save as disclosed, there are no restrictive covenants, statutory provisions, orders, charges, restrictions, agreements, conditions or other matters which preclude the use of the Property for which purposes they are now being used.

**3.5** No any step has been taken or legal proceedings been started or threatened against the Vendor for institute the case in the court of law over any or all of its Land which would prevent, inhibit or otherwise have a material adverse effect on the ability of the Vendor to fulfill its obligations under the Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

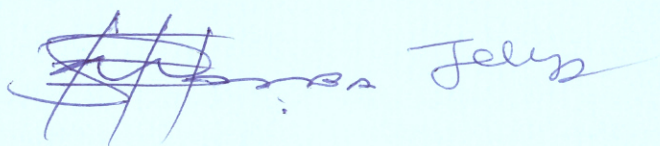
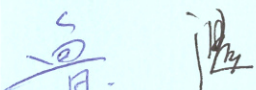
The Purchaser represents and warrants the following to the Vendor as of the date of signing of the Agreement and the Purchaser acknowledges that the Vendor is relying upon such representations and warranties in entering into the Agreement;

**4.1**The Purchaser is in good standing under the laws of Tanzania with full power and authority and the legal right to purchase the property and enter into this Agreement;

**4.2** All necessary actions or other actions required to authorize the entering into the Agreement by the Purchaser and the performance of their obligations have been duly taken;

#### **5. WARRANTIES AND COVENANTS**

The Vendor hereby covenants with the Purchaser to pay and discharge all outgoings and liabilities in respect of the property until legal possession thereof shall have passed to the Purchaser and further undertakes to indemnify the Purchaser against all notices proceedings claims and demands arising out of and in connection with or incidental to the breach



demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties undertakings and covenants herein contained.

**6. INDEMNITY.**

The vendor shall be responsible for any loss or damage the purchaser may suffer or incur as result of any act or omission caused by the vendor and the purchaser shall be entitled to a 100% refund to the amount paid up and received by the vendor. In the event Purchaser default, shall be responsible for any loss or damage the purchaser may have caused to the vendor to suffer and shall be entitled to offset 25% of purchasing price as compensation, from any payment made by the purchaser to the vendor.

7. In case of any dispute, controversy, or claim arising out of or in relation to this Purchaser Contract, or any breach or invalidity thereof, shall be resolved amicably failing of which the matter shall be referred to the Court of Law.

8. This Agreement shall be governed by the Laws of the United Republic of Tanzania.

**IN WITNESS WHEREOF** the parties have put their respective hands and seal herein at KIBAHA in in the manner hereinafter appearing;

**THE VENDOR**

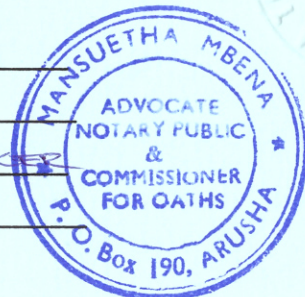
**SIGNED AND STAMPED FOR ON BEHALF OF KIBAHA TOWN COUNCIL**

Name: JELUFA C. OMULO  
Signature: Jelufa  
Designation: DIRECTOR  
Date: 4/02/2021

Name: MUSSA A. NDOMBA  
Signature: Mussa  
Designation: CHAIRMAN  
Date: 4/02/2021

**WITNESS**

Name: MANSUETHA MBENA  
Signature: Mbena  
Qualification: TOWN LEGAL OFFICER  
Date: 04/2/2021



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Mussa Jelufa

**THE PURCHASER**  
**SEALED WITH THE COMMON SEAL AND**  
**DELIVERED** at Dar es Salaam by the said  
**EVERWELL CABLE AND ENGINEERING**  
**COMAPAY LIMITED**



in our presence this 4<sup>th</sup> day of Feb.....2021

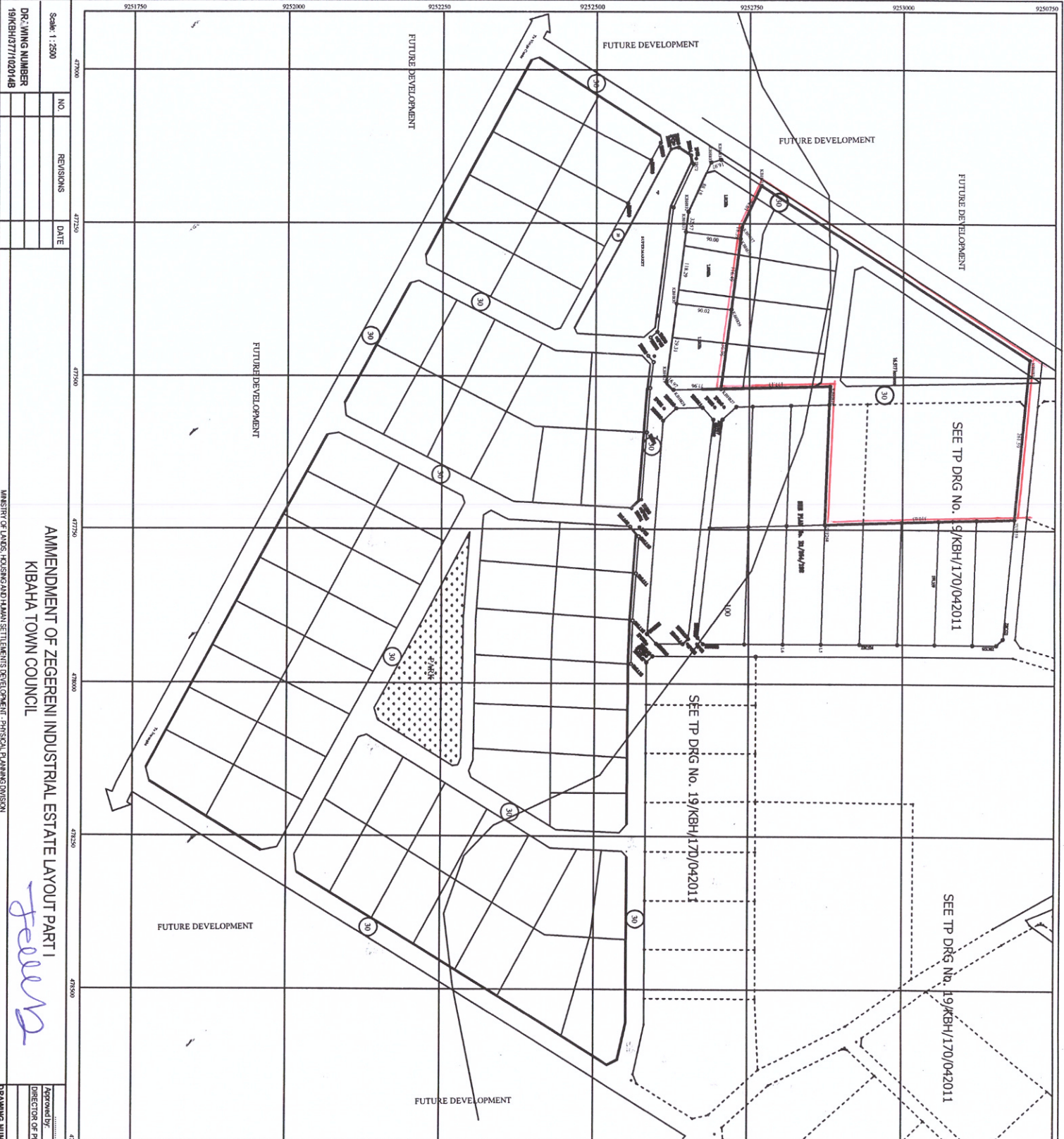
Full Name: JIAO PENG Lin  
Address: P.O. Box 63149  
Signature: 焦鹏林  
Designation: Director

Full Name: QIRI WEN  
Address: P.O. Box 63149  
Signature: 祁蕊文  
Designation: Director

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Handwritten signature

Handwritten signature



Scale: 1:2500
DR. WING NUMBER 19/KBH/3771/020148

NO	REVISIONS	DATE

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT - PHYSICAL PLANNING DIVISION

AMMENDMENT OF ZEGERENI INDUSTRIAL ESTATE LAYOUT PART I  
KIBAHA TOWN COUNCIL

*feewa*

Approved by: <i>[Signature]</i>	Date: .....	Designed by: Myrnel J.G
Checked by: <i>[Signature]</i>		Drawn by: Myrnel J.G
		Traced by: Myrnel J.G
		Checked by: <i>[Signature]</i>

LEGEND

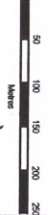
- Industrial Plot
- Park
- Setback Area

S/N	LAND USE DISTRIBUTION	No
1	Industrial Plot	69
2	Park	01
10	Setback Area	01
	<b>Total</b>	<b>71</b>

ADJOINING SHEET	
NIL	19/KBH/170/042011
NIL	NIL
NIL	NIL
NIL	NIL
NIL	NIL

BASE MAP  
Chitropoko/Kelid Photo  
Tracing Surveyed Detailed Topographic Map  
Commissioned by

ACCEPTED BY:  
URBAN PLANNING COMMITTEE  
KIBAHA TOWN COUNCIL  
DATE: 5th OCTOBER 2014



*[Handwritten signatures]*

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