

KIBAHA TOWN COUNCIL

BOX 30112, KIBAHA
PHONE NO: 023 - 2402886
FAX No: 023 - 2402007



TOWN DIRECTOR
KIBAHA

REF. NO. KTC/LD/PT/249683

23/12/2024

TANZANIA INVESTMENT CENTRE
PLOT NO. 9A & B
SHABAAN ROBERT STREET
P.O BOX 938,
11410-DAR ES SALAAM.

**RE: OWNERSHIP OF LAND ON PLOTS NO. 1 BLOCK 'N' SITUATED AT MBWAWA
IN KIBAHA TOWN.**


The heading above refers

2. The above-mentioned plot was formerly owned by **ELIA FAUSTINE MAPUNDA** as unsurveyed land and now as it stands the property has been sold to **BACKBONE TANZANIA CO. LIMITED** of P.O.Box 38675 Dar Es Salaam as per Sales Agreements and survey request and survey Plan No. **E'359/1368 Owns 1 Block 'N' Mbwawa.**

3. The land bears and designated for the use of **LIGHT INDUSTRY** as planning requirement and that there is no any dispute arose and filed in our office over the said plot in current.

4. Since this company stands as a foreign company, with regards to the requirement of law as far as ownership of land is concerned, I hereby introduce this company to your good office in order fulfill those requirements.

Yours sincerely,


Kennedy T. Mpanduji
(Land Officer)
**FOR: TOWN DIRECTOR
KIBAHA TOWN COUNCIL**

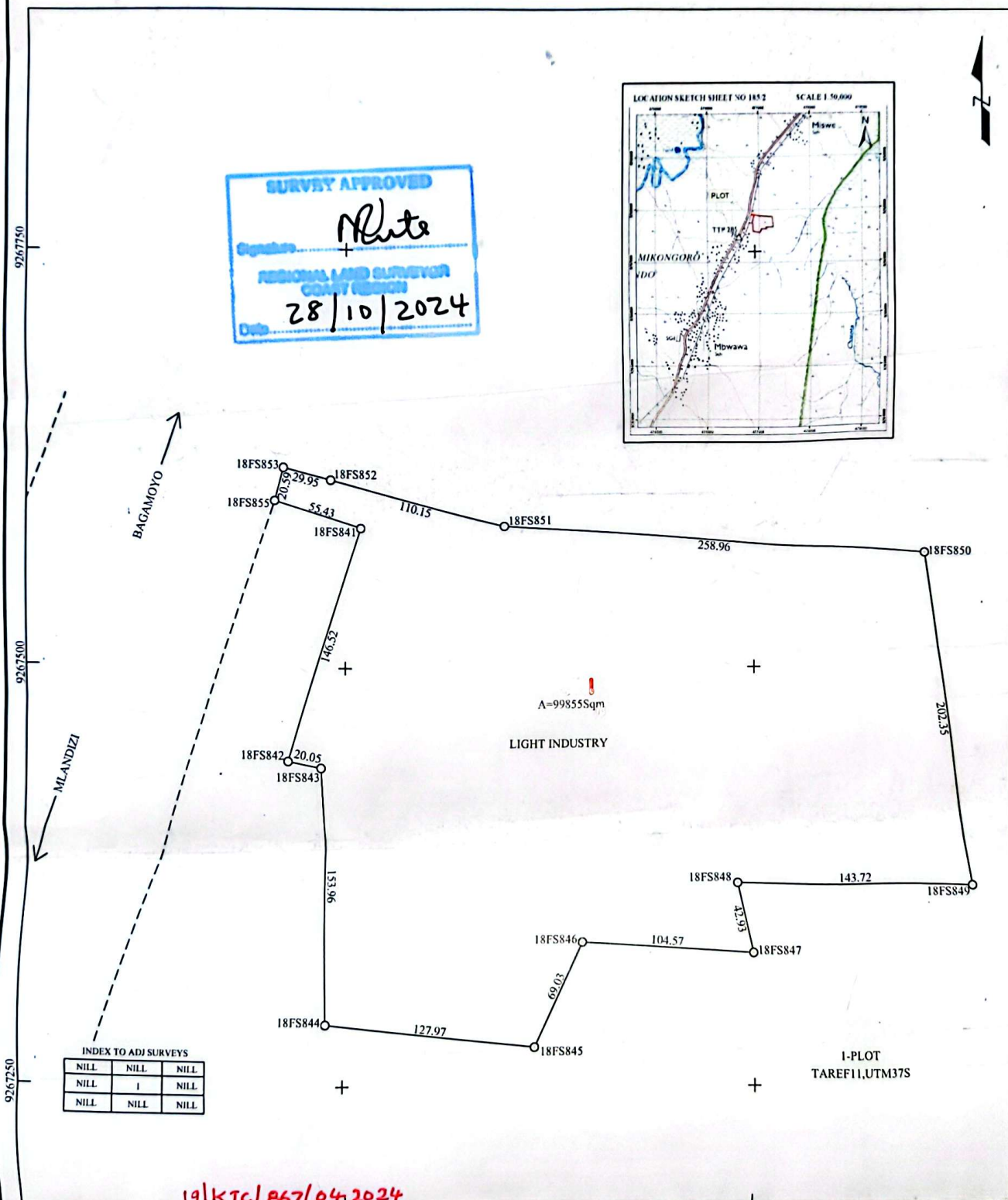
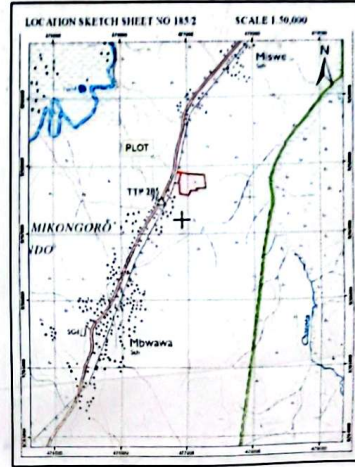
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TOWN DIRECTOR
KIBAHA TOWN COUNCIL
P.O.BOX 30112, KIBAHA

BACKBONE TANZANIA CO. CLIMITED
P. O. Box 38675
DAR ES SALAAM.

**SURVEY OF PLOTS No... .. BLOCK '...' MBWAWA MKOLENI
KIBAHA DISTRICT COUNCIL - COAST REGION**

SURVEY APPROVED
White
**TOWN LAND SURVEYOR
COAST REGION**
Date: **28/10/2024**



INDEX TO ADJ SURVEYS

NILL	NILL	NILL
NILL	1	NILL
NILL	NILL	NILL

191KTC/1867/04/2024

Comp **E'359A2**
M. P. No. **185/11/4**
Std Sheet **185/11**
ACTION By
PLAN No **E'359/1368**

SCALE 1:2,500
Amendments made by:
1. **Mashaka H. (plots no) 25.9.24**
2. **Mashaka H. (Location name) 25.9.24**
3.
Photostat copies sent to:
1.
2.
3.

Plan drawn by YUSUPH, Haruna
I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations.
Denis Kahamba
DENIS KAHAMBA
Town Land Surveyor-Kibaha district
Date: **17/09/2024**
REGISTERED PLAN No **201829**

SALE AGREEMENT

THIS AGREEMENT is entered on this ⁰⁸ day of ⁰³, 2024

BETWEEN

AINEA YOSIA KATONDO P.O. BOX 77262 Dar es Salaam (hereinafter called "the Vendors") which the shall context so admits include their successor4 in title) of the one part.

AND

ELIA FAUSTINE MAPUNDA, P.O Box 30424 Coastal Region (Hereinafter called "the Purchaser" representing Backbone T Company Ltd) which the term shall context so admits include his successors in title) of the other part.

- A. WHEREAS the Vendor is lawful owner of the property situated Mbwawa Mkoleni, Measuring 93,650 Square Meters (23 Acres), within Kibaha Township in Coastal Region. (Hereinafter referred to as "the Property".)
- B. WHEREAS the Vendor is desirous of selling and the Purchaser is desirous of buying the property at a consideration of Tanzania Shillings One Hundred Sixty-One Million Only (TZS. 161,000,000/=) hereinafter referred to as "the Purchase Price".
- C. The Vendor sells and the Purchaser buys the said property subject to the covenants herein contained and subject to the terms and conditions under which the said property was held by the Vendor prior to this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows: —

1. That the Purchase Price shall be Tanzania Shillings One Hundred Sixty-One Million Only (TZS. 161,000,000/=) which shall be paid in three (3) instalments as follows:



- a) The first instalment shall be an amount that equals to 40% of the purchase price (TZS 64,400,000/=) which shall be on the signing on date of this agreement.
- b) The Second instalment shall be amount that equals to 40% of the purchase price that is (TZS 64,400,000/=) which be paid upon survey and approval of the land use to industrial use on township plan.
- c) The third instalment shall be an amount that equals to 20% of the purchase price (TZS 32,200,000/=) paid after registration of the Title Deed.

2. That all payments shall be through the Bank with;

Account Number: 0112020109500,

Bank name: CRDB Bank,

Account Name: AINEA YOSIA KATONDO.

3. The parties hereto agree that the Vendor shall use his best endeavors to process, assist and obtain the relevant documents, if any, and/or do any act or execute any document, which is required for the transfer of title/title deed in the Purchaser's name

4. That the Vendor undertakes to make the land available for use to the Purchaser by handing over all the original documents pertaining to the property and the Purchaser shall be entitled to enter and occupy the said property make development thereon.

5. Save as aforementioned the property is sold free from mortgage or any encumbrance whatsoever and in any case should the Purchaser be called upon to pay

and/or discharge any liability owing to the property as at the date of signatures hereof, then and on the event the Vendors will immediately indemnify the Purchaser.

6. The property is considered and shall be taken to be correctly described. No error, omission or improper description of the property shall invalidate this contract but if any error, omission or improper description shall be discovered whether before or after completion of the purchase, the same shall be the subject of compensation to be paid by the party at fault or who shall have occasioned the error, omission or improper description.

7. That the Vendors hereby covenants with the Purchaser that the property is theirs and that should the Purchasers loose ownership of the property due to the fact that the Vendors have no right to the property then the Vendors shall be entitled to refund all the money paid to them by the Purchaser inclusive of 5% of the money obtained.

8. That the Vendor's agrees and undertakes at their own expenses to bear and discharge all outstanding/existing rents, rates, taxes, service charges and others levies attaching to the said Property and will furnish to the Purchaser with all receipts indicating that all these charges, taxes rents and rates have duly been paid to the relevant authorities up to the date of sale.

9. That in event the Purchaser do not succeed to have the property registered in his name for any reason attributed to the vendors, then the vendors immediately will refund and reimburse the purchase price with other expenses incurred by the purchaser respectively and both parties will revert to their original positions.

10. The Purchaser undertake to process at his own costs, the certificate of title to appear in his name by making necessary arrangements with the issuing Authority.

10/11

P. C.
DAR

11. That each party shall be liable to pay his Advocates herein all the Advocates fees that may arise

12. In case of breach of any of the terms and/or conditions of this Agreement the party aggrieved shall be at liberty to institute a civil action in a court of competent jurisdiction for legal redress governed by the Laws of Tanzania.

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

SIGNED and DELIVERED at Dar es Salaam by
the said AINEA YOSIA KATONDO who is known to me
personally/ has Been introduced to me by

The latter being known to me in my presence
this 8th day of 03rd, 2024

Signature: *[Handwritten Signature]*

Name: MEBO JOHN

Postal address: 79490 DAR ES SALAAM

Qualification: ADVOCATE



[Handwritten Signature]
.....

VENDOR

SIGNED and DELIVERED at Dar es Salaam
by the said ELIA FAUSTINE MAPUNDA, who is known to me
personally/ has Been introduced to me by

The latter being known to me in my presence
this 08th day of 03rd, 2024

Signature: *[Handwritten Signature]*

[Handwritten Signature]
.....

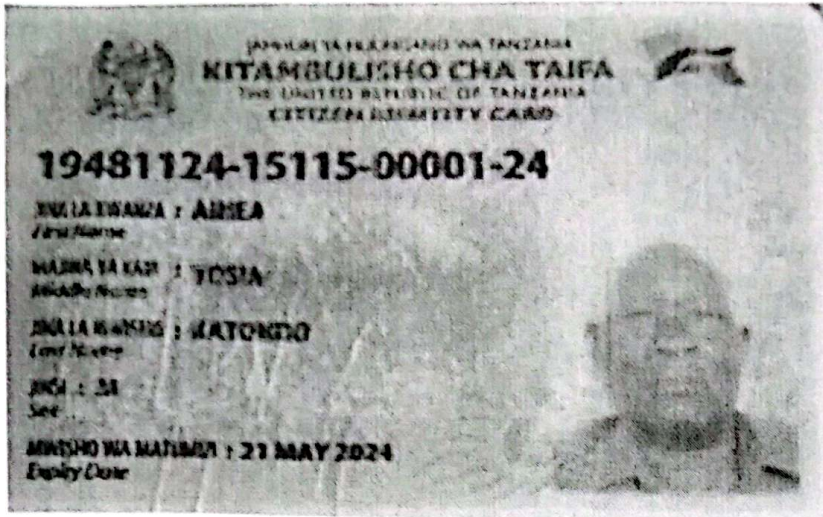
PURCHASER



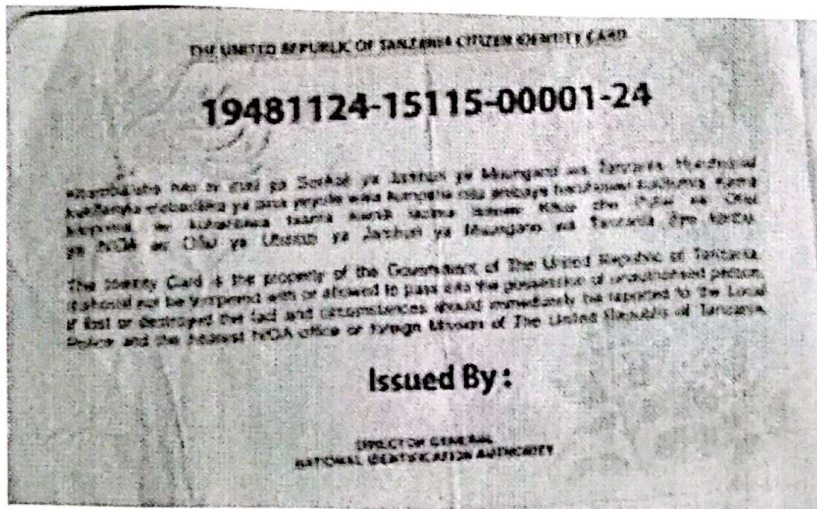
Name: MEBO JOHN

Postal address: Qualification: ADVOCATE





Certified True copy of original.
8/3/2024.





AMHURI YA MURICIANO WA TANZANIA
KITAMBULISHO CHA TAIFA
 THE UNITED REPUBLIC OF TANZANIA
CITIZEN IDENTITY CARD



19020006-57125-00006-26

INA : ELIA FAUSTINE

Given Name

JINA LA MNYENO : MUPUNDA

Leaf Name

TAREHE YA KUZALWA : 06 JUN 1992

Date of Birth

JINSI : M

Sex

SAINI:

Signature

MWISHO WA MATUMIZI : 19 JUL 2026

Expiry Date



*Certified True copy of
 Original.
 8/3/2024.*