

AGREEMENT FOR SALE A PLOT DESCRIBED AS

**PLOT NO. 21 WITH SQUIRE METERS 20840
LOCATED AT MBWAWA KIBAHA TOWNSHIP
WITHIN SURVEY PLAN NO. NO. E1 359/1007
REGISTERED PLAN NO. 139363**

BETWEEN

**DANIEL OLE NJOOLAY OF
P. O. Box 75733, DAR ES SALAAM,**

AND

**BACKBONE TANZANIA COMPANY LIMITED
OF P.O.BOX 38675, DAR ES SALAAM.**

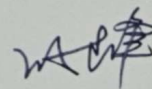
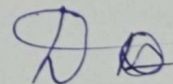
Drawn by:

Lengai Nelson Merinyo,
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ARUSHA

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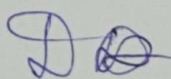
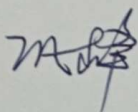
Between

I, **DANIEL OLE NJOOLAY OF P. O. Box 75733, DAR ES SALAAM**, referred to as "the Vendors" herein (an expression which includes his beneficiaries, agents, and whosoever connected to the vendor) on one part;

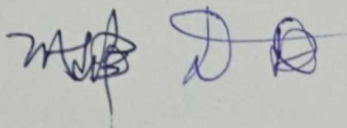
And;

BACKBONE TANZANIA COMPANY LIMITED OF P.O.BOX 38675, DAR ES SALAAM, referred to as "the Purchaser", (an expression which includes her beneficiaries, trustees, agents, and whosoever connected to the Purchaser) on the other part.

1. The Vendors sells and the Purchaser buys Plot No. 21 under the Survey Plan No. E1 359/1007, Registered Plan No. 139363 located at Mbwawa Kibaha Township in Kibaha District and Kibaha Region. The same is herein referred to as " the plot"/ "property".
2. The consideration price for the plot described in paragraph 1 hereof is Tshs. 208,400,000.00 (**Say Tanzanian Shillings Two Hundred Eight Million, Four Hundred Thousand only**) payable as follows:-
 - (i) Tshs. 104,200,000/= (One Hundred Four Million, Two hundred thousands Tanzania Shillings) shall be paid simultaneously on execution of this Agreement and the vendor acknowledges receipt of the same. The vender is at liberty to use this amount paid to facilitate the registration of purchaser name into the survey plan.
 - (ii) Tsh. 104,200,000/= (**One Hundred Four Million, Two hundred Thousands Tanzania Shillings**) shall be paid immediately after issuance of the Certificate of Title by the Commissioner for Lands to the purchaser in respect of the two plots.
3. That, all payments prescribed in paragraph 2 above shall be done through the seller's Bank Account No. 01J1033609300 at CRDB Bank PLC in the name of DANIEL OLE NJOOLAY within 5 working days from the date of receiving a payment notice from the Vendor. The seller shall acknowledge in writing receipt of the same.

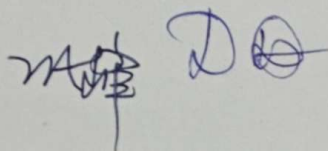


4. The vendor covenants that, upon breach of any contractual term by the vendor, a breach of which affects transfer of a right of ownership from the vendor to the purchaser, upon such breach by the vendor, the vendor shall refund the amount paid by the purchaser and shall together with such refund, further compensate the purchaser an amount totaling 20% of the amount paid in advance by the vendor. Such refund and compensation shall be paid by the vendor to the purchaser in 30 days from the date of such breach.
5. However, nothing explained in Clause 4 above shall be construed as a breach of contract if such failure to transfer such rights of ownership from the vendor to the purchaser, is a result of failure to meet and or fulfill with the legal requirement by the Purchaser.
6. The Purchaser covenants that, upon breach of any contractual term by the Purchaser, the property shall revert back to the Vendor without any refund of costs and consideration price advanced to the vendor by the Purchaser.
7. The Vendor covenant and undertake to execute this Sale Agreement and undertake to assure the Purchaser as may be required has acquired the aforesaid property with all required assistance to have the said plot registered into the name of the Purchaser for the purpose hereof.
8. The Vendor is selling the said property with vacant possession, free from any encumbrances whatsoever and covenants to be responsible to discharge all debts outgoings and liabilities attached to the said property if any, up to and until the date hereof and agree to indemnify the purchaser from and against all costs, actions, claims, proceedings and or demands relating to the said property.
9. The Purchaser covenants that he has the capacity and desire to fully acquire the property in accordance to the terms and conditions herein.
10. The Vendor hereby irrevocably and unconditionally represents, warrant, states and confirm that:
 - (i) There is no dispute in respect of the Property, access to the plot or its boundaries. The property is lawful surveyed in terms of survey plan No. NO. E1 359/1007 with registration No. 139363. In case of boundaries dispute arise both parties; the Vendor, Purchaser and the Local Government Officers shall convene to resolve the matter.
 - (ii) The Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
 - (iii) The Vendor is a legal and beneficial owner of the Property in terms of deed of surrender filed document No. 207837 registered on 4th August, 2020.

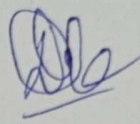



- (iv) That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled; and
- (v) No person has raised any claim or disputed the validity of the grant of the Property to the Vendor as stated in subparagraph (iii) herein above and/or the right of any person to occupy and develop the Property.
11. The Purchaser shall, for the particular purpose of this agreement, bear the statutory obligation to pay the taxes, costs and charges as would be assessed by the respective authorities for acquiring the said plot. Other costs and charges in respect of surveying of the Land shall be borne by the Vendor.
12. Both parties covenant that, upon execution of this sale agreement, they shall be fully bound and estopped to terms herein. Neither party shall not be entitled to Claim any re-imbusement or indulgence outside this deed.
13. The Parties covenant that, upon payment of the 1st installment the Purchaser can start cleaning the land make the fence Wall Construction and Start Foundation for the industrial But the warehouse and Machinery installation will start after payment of the 2nd installment.
14. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced into writing and signed by or on behalf of the parties.
15. That this agreement is made in good faith and each of the parties bona-fide undertake to perform the covenants herein contained to its effects and purpose to the benefits of the parties. However, in the event of a dispute their respective Parties shall resolve, in an unlikely event that the dispute is not settled amicably, the said dispute shall be referred for arbitration before a single arbitrator for a decision and which shall be binding on the parties in terms of arbitration laws applicable.
16. In the event of occurrence of unforeseeable events (force majeure) hereby rendering performance of this agreement difficult and/ or impossible the attorneys acting for the parties herein shall convene to resolve the matter and if they, the parties shall be at liberty to resort to settlement procedures as would be applicable under clause (15) herein.
16. This agreement should be governed by the laws of the United Republic of Tanzania and shall be binding on the parties, their successors in title, assignees, executors and any other person deriving rights and or interests from either of the parties herein.

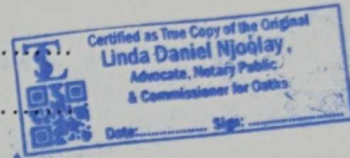
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first appearing herein below.



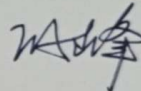
SIGNED and DELIVERED at Dar es Salaam by the said DANIEL OLE NJOOLAY who is known to me personally/ identified to me bythe latter being known to me personally in my presence this...^{1st}...day of... MARCH..., 2025

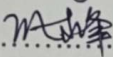
} 

Name: LINDA D. NJOOLAY
Signature: 
Address: P.O. BOX 34632, DCM
Designation: ADVOCATE



SEALED with the COMMON SEAL of the said BACKBONE TANZANIA COMPANY LIMITED and DELIVERED at Dar es Salaam in our presence this.....day of, 2025

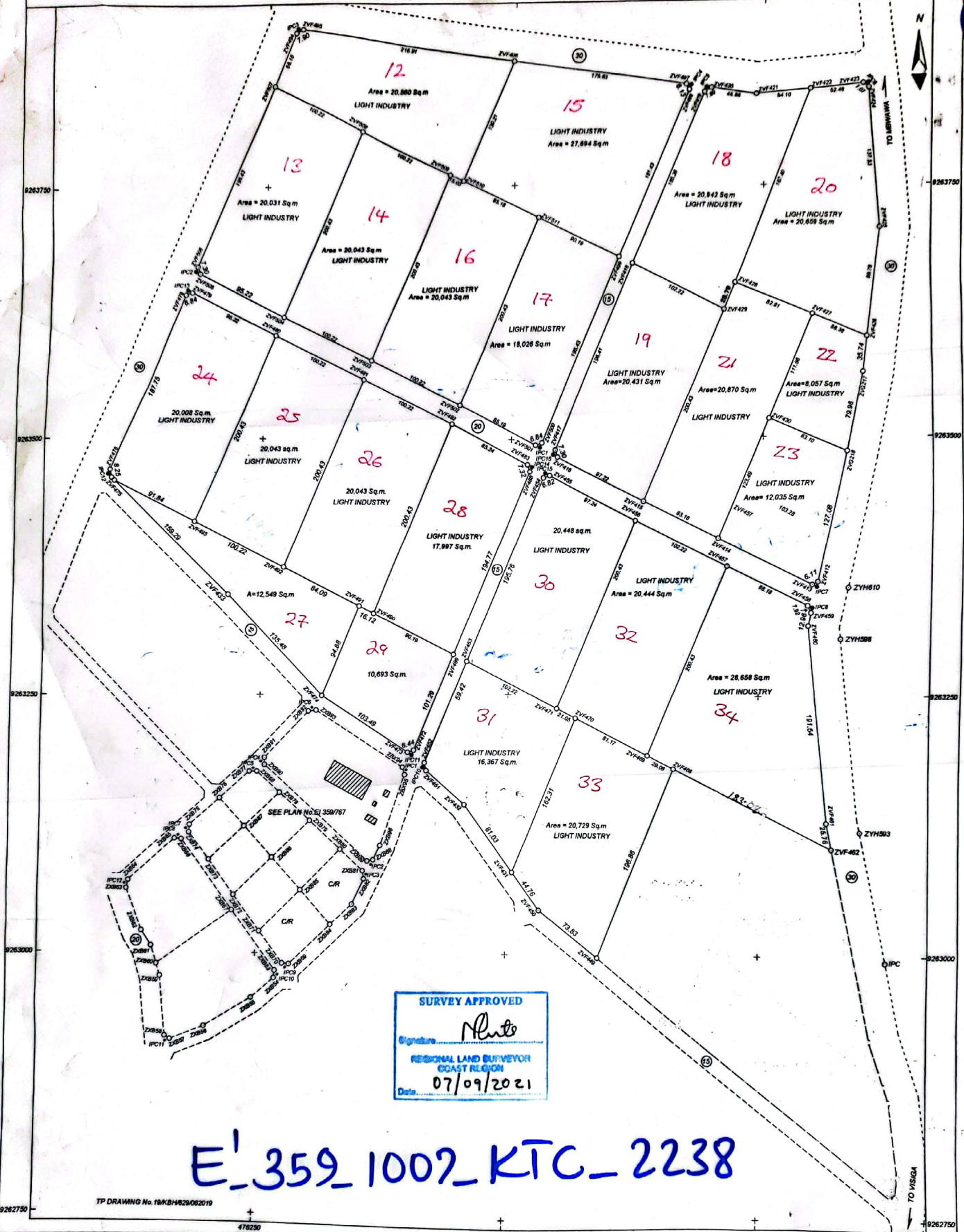
} 

- Name: Feng Gong
Signature: 
Address: P.O. BOX 38675 DAR
Designation: Manager
- Name:
Signature:
Address:
Designation:

Drawn by:

Lengai Nelson Merinyo,
Advocate,
ACU Building, Shop No. 4 Ground Floor,
Sokoine Road
P. O. Box 10206 - ARUSHA
Phone: 0756306600
Email: merinyolengai@gmail.com

A



SURVEY APPROVED
 Signature: *[Signature]*
 REGIONAL LAND SURVEYOR
 COAST REGION
 Date: 07/09/2021

E' 359 1007 KTC - 2238

TP DRAWING No. 18/KBH/29/06/2019

RECORD OFFICE REFERENCE
 COMPS No. E' 359
 MP No. 185/11/6
 STD SHEET No. 185/11
 ACTION BY CC.....
 PLAN No. E' 359/1007

SCALE 1:2,500
 AMMENDMENTS MADE BY:
 1. Clodus P. (Plot no) 28.07.2021
 2.
 3.
 PHOTOSTAT COPIES SENT TO:
 1.
 2.
 3.

Plan drawn by: ISHAKA MSAWANGA (Surv. II, 2021).
 I hereby certify that the Survey represented by plan was carried out in accordance with the Survey Regulations.
 Date: 16/07/2021
[Signature]
 DENNIS KAHAMBA FESTO
 TOWN LAND SURVEYOR-KIBAHA
 REGISTERED PLAN No. 139363