

SALE AGREEMENT

THIS AGREEMENT is entered on this 06th day of February, 2025

BETWEEN

SOPHIA ABRAHAMAN KIROBOTO P.O. BOX Dar es Salaam (hereinafter called "the Vendors") which the term shall context so admits include their successors in title) of the one part.

AND

BACKBONE TANZANIA CO LTD, P.O Box 38675 Dar Es Salaam Region (Hereinafter called "the Purchaser") 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 Plot 218 & 219 Block A, Misugusugu, Measuring 7,647 Square Meters and 7,026 Square Meters respectively, 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 Five Hundred Fifty Million Only (TZS. 550,000,000/=) 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 Five Hundred Fifty Million Only (TZS. 550,000,000/=) which shall be paid in Single installments (1) instalments as follows**
 - a) **The lumpsum amount of contract value amounting to TZS 550,000,000/- shall be credited to joint account, that shall be opened and operated by buyer and seller after the signing of this agreement. Amount will be released to vendor after submission of title to purchaser**
2. **That all payments shall be through the Bank, through joint account number to be opened by both buyer and seller, with joint operation mandate. Account shall be opened through Bank name; CRDB Bank.**







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 title **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 10% 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 those 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

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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, title certificate of title to appear in his name by making necessary arrangements with the issuing Authority.
11. That each party shall be liable to pay his Advocates all the Advocates fees that may arise herein.
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.

21Page

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IN WITNESS WHERE OF 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 SOPHIA ABRAHAMAN KIROBOTO who is known to me personally/ has Been introduced to me by .Elic.....

S. Kiroboto

The latter being known to me in my presence this 6th..... day of February, 2025

SOPHIA A. KIROBOTO

Signature: *[Signature]*

Name: .. *Edrick Luimuka*

Postal address: *P.O. Box 32080, D.S.M.*

Qualification:

ADVOCATE



SEALED with the official Seal of the said

BACKBONE TANZANIA CO LTD, and DELIVERED in the presence

Of us this .. 9th..... day of February., 2025



Signature: *[Signature]*

Name: .. *Edrick Luimuka*

Postal address: *P.O. Box 32080, D.S.M.*

Qualification: ADVOCATE



