

LAND SALE AGREEMENT

THIS AGREEMENT made this 23 day of 01, 2025

BETWEEN

I, **HUDU HAMIS KAMILOMILO** P.O.BOX 772 Kigoma, with telephone Number **0618149476** (hereinafter called "**the Vendor**") which the term shall context so admits include their successors in title) of the one part.

AND

ELISHA GEORGE MBAGO, P.O Box **44** Kigoma, with telephone Number **0674854845** (Hereinafter called "**the Purchaser**") which the term shall context so admits include his successors in title) of the other part.

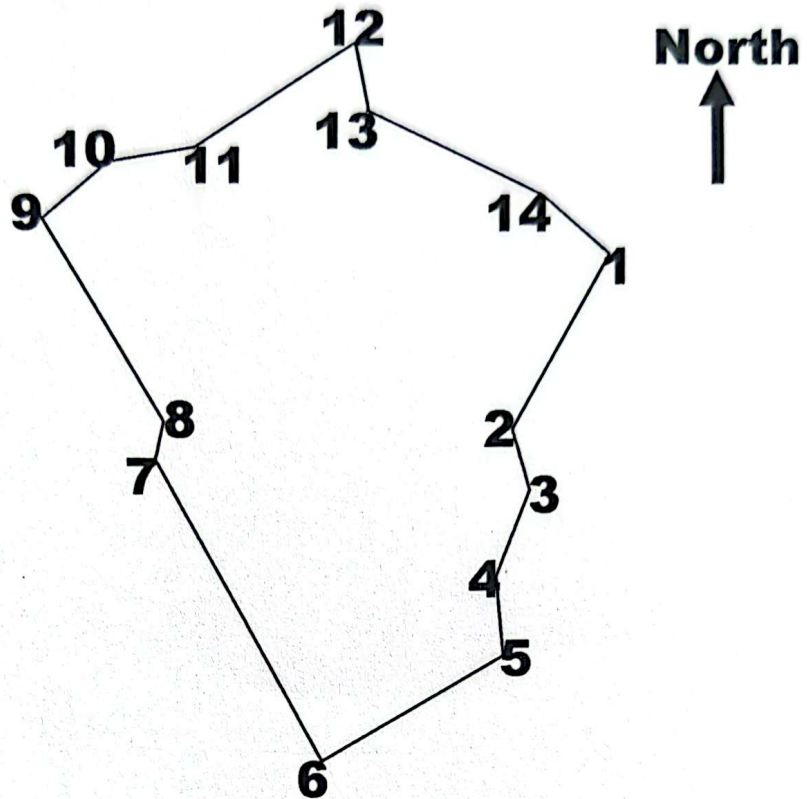
- A. WHEREAS** the **Vendor** is the lawful customary owner of the property situate at **Machazo Village, in Kigoma District Council** measured **4.05 Hectares (10.125) Acres** (Hereinafter referred to as "**the Property**".)
- B. WHEREAS** the Geographical Coordinates and the Map of the the property are as follows:-

(i) **Geographical Coordinates**

Point	Latitude (S)	Longitude (E)
1	04° 53' 05.21" S	029° 45' 44.76" E
2	04° 53' 07.29" S	029° 45' 43.75" E
3	04° 53' 07.77" S	029° 45' 43.83" E
4	04° 53' 09.42" S	029° 45' 43.29" E
5	04° 53' 10.34" S	029° 45' 43.31" E
6	04° 53' 11.58" S	029° 45' 40.83" E
7	04° 53' 07.50" S	029° 45' 38.61" E
8	04° 53' 07.04" S	029° 45' 38.44" E
9	04° 53' 04.67" S	029° 45' 37.09" E
10	04° 53' 03.64" S	029° 45' 38.14" E
11	04° 53' 03.15" S	029° 45' 39.57" E
12	04° 53' 01.35" S	029° 45' 41.20" E
13	04° 53' 02.26" S	029° 45' 41.54" E
14	04° 53' 04.41" S	029° 45' 44.26" E



(ii) Map



C. **WHEREAS** the **Vendor** is desirous of selling and the **Purchaser** is desirous of purchasing the property at a consideration of **Tanzania Shillings Twenty Five Million Only (Tsh. 25,000,000/=)** hereinafter referred to as "**the Purchase Price**".

D. 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 Twenty Five Million Only (Tsh. 25,000,000/=)** which has been paid in two instalments and by virtue of signing this Agreement it shall be irrevocable proof that the **Vendor** has received the payment of the purchase price.

2. That, the purchase price shall be paid to the vendor in cash, thus on 15.01.2025, the purchaser advanced Tsh 15,000,000/= to the vendor and on this date 23.01.2025 the purchaser has paid the vendor Tsh 10,000,000/=
3. The parties hereto agree that the **Vendor** shall use his best endeavours to process, assist and obtain the relevant documents, if any, and/or do any act or execute any document(s), which is required for the transfer of title/title deed to the **Purchaser's** name.
4. That, the **Vendor** undertakes to make the property available for use to the **Purchaser** by handing all the original documents **if any** pertaining the property and the **Purchaser** shall be entitled to enter and occupy the said property without any further notice and make use 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 **Vendor** will immediately indemnify the **Purchaser**.
6. That, 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 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 **Vendor** hereby covenants with the **Purchaser** that the property is his sole property and that should the **Purchaser** loose ownership of the property due to the fact that the Vendor has no right to the property then the **Vendor** shall be entitled to refund all the money paid to him by the **Purchaser** inclusive of 10% of the money obtained.
8. That the **Vendor** agrees and undertakes at his own expenses to bear and discharge all outstanding/existing rents, rates, taxes, service charges and others levies attaching to the said Property **(if any)** 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 **vendor**, then the vendors immediately **SHALL** 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** undertakes to process at his own costs, the certificate of title to appear in his name by making necessary arrangements with the issuing Authorities.

11. 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 Kigoma by
the said **HUDU HAMIS KAMILOMILO** who is known to me
personally/ has Been introduced to me by.....
The latter being known to me in my presence
this 23 day of January, 2025


.....
VENDOR

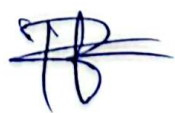
VENDOR'S WITNESS

Signature : JUMA
Name : Juma Ramadhan Mungu
Postal address : _____
Qualification : _____

WITNESS FROM LOCAL GOVERNMENT AUTHORITY

Signature : BENJAMIN XE FAYO
Name : BENJAMIN XE FAYO
Postal address : 0626154542
Qualification : M/KITI WA KITONGOJI





BEFORE ME

Signature : _____
Name : Moses Karwani Rwegoshora
Postal address : P. o. Box 184, Kigoma
Qualification : **ADVOCATE**



SIGNED and DELIVERED at Kigoma by the said **ELISHA GEORGE MBAGO,**

who is known to me personally/
has been introduced to me by
The latter being known to me in my presence
this 23.....day of January, 2025

[Signature]
.....
PURCHASER

PURCHASER 'S WITNESS

Signature : _____
Name : AORAN LIA
Postal address : 0711488664
Qualification : _____

WITNESS FROM LOCAL GOVERNMENT AUTHORITY

Signature : _____
Name : BENJAMIN ALFAYO
Postal address : 0626134342
Qualification : M/KIILWA KITONGO II



BEFORE ME

Signature : _____
Name : Moses Karwani Rwegoshora
Postal address : P. o. Box 184, Kigoma
Qualification : **ADVOCATE**

