

AGREEMENT FOR SALE

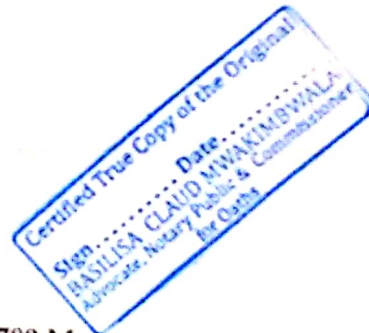
TITLE NO 100620, FARM NO.458&459, LO NO 188912, LD NO 456 MKONO WA  
MARA, MOROGORO MUNICIPALITY

BETWEEN

M/S NGERENGERE ESTATE COMPANY LIMITED OF P.O. Box 1532  
MOROGORO.

AND

ICSI GROUP LIMITED of P.O. Box 1780 Morogoro



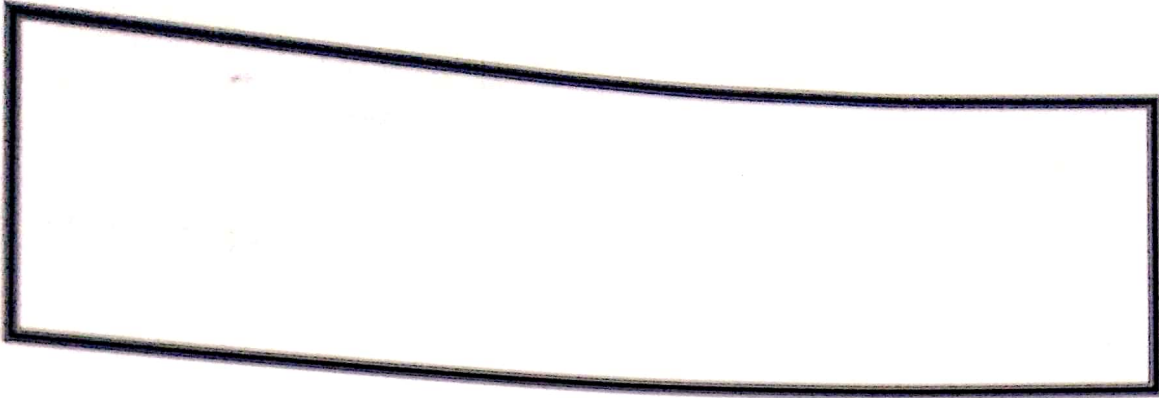
DRAWN BY

BASILISA CLAUD MWAKIMBWALA,

PJC PREMIER ATTORNEYS

SHANI CINEMA BUILDING, 2<sup>nd</sup> Floor,

P.O. Box 74 MZUMBE, MOROGORO



AGREEMENT FOR SALE

TITLE NO 100620, FARM NO 458&459, LO 188912, LD 456 MKONO WA MARA,  
MOROGORO MUNICIPALITY

THIS AGREEMENT is made this 1<sup>st</sup> day of June, 2020

BETWEEN

**M/S NGERENGERE ESTATE COMPANY LIMITED**, artificial person registered and incorporated in Tanzania under companies Act [Cap 212 of 2002] of P.O. Box 1532 MOROGORO (hereinafter referred to as 'the vendor' on the one part)

AND

**ICSI GROUP LIMITED**, artificial person registered and incorporated in Tanzania under the companies Act [Cap 212 of 2002] of P.O. Box 1780 Morogoro (hereinafter referred to as 'The purchaser') on the other part.

**WHEREAS** the Vendor is the current registered owner of all that landed property known as Farm No.458&459, Title no 100620, LD No 456, LO 188912 Mkono Wa Mara Area, and Morogoro Municipality (hereinafter referred to as 'the properties').

**AND WHEREAS** the Vendor is desirous of selling and the purchaser is desirous of buying the property at a consideration of **Tanzania Shillings fourth hundred Million only (Tshs. 400,000,000/=)** (hereinafter referred to as "the Purchase price"):

**NOW THEREFORE THIS AGREEMENT WITNESSES** as follows:-

1. The Vendor sells and the Purchaser buys the said property subject to the covenants contained and subject to the terms and conditions under which the said property is held by the vendor prior to this agreement.
2. The purchase price hereinabove mentioned shall be paid in full in one installment on the date of execution of this agreement. *By signing this agreement the vendor unequivocally acknowledges receipt of the sum herein named.*
3. The vendor is a widower and therefore there is no need of consent from any person for this disposition.
4. The vendor has handed over to the purchaser physical possession of the property and all documents of title thereto to the purchaser on the date of the execution of this Agreement and the purchaser is free to start the process of transferring the title to the property into his own name.
5. The vendor has, simultaneously with this agreement, also executed a deed of transfer in respect of the property in favor of the purchaser.
6. This agreement shall be subject to Approval of the Commissioner for Land or authorized land officer in that behalf, and if such consent is refused, the parties shall revert to their old positions prior to the execution of this agreement, viz, the

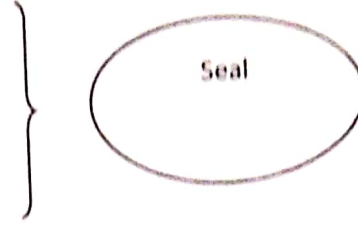
vendor shall immediately refund that part of the purchase price received by her without any deductions.

7. The **Vendor** guarantees the **Purchaser** that the Property is sold free from mortgage, liens, charges or any encumbrance whatsoever and there is no suit relating to it, 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 that event the **Vendor** will immediately indemnify the **Purchaser**.
8. The Property is considered and shall be taken to be correctly described. No error, omission or improper description of the Property shall invalidate this Agreement 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.
9. The parties hereto agree that the purchaser shall be responsible for paying the stamp duty, obtain the respective clearance certificates consent fees and other charges arising out of the transfer of the property and registration thereof save that any tax, all land rent and service charges accruing before the execution of this agreement shall be borne by the vendor
10. 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.
11. This Agreement shall be governed and interpreted by the Laws of Tanzania.
12. This Agreement shall be executed in triplicate and each set shall serve the purpose of the original and it is agreed by the parties that the expenses for the preparation and execution of this agreement shall be borne by purchaser.

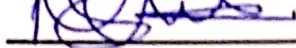
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year and in the manner hereinafter appearing.

SEALED with the Common Seal of  
M/S NGERENGERE ESTATE COMPANY  
LIMITED and DELIVERED

Before me this 01 day of June 2020



Name : ENRING ERIKSEN

Signature: 

Address: P.O. BOX1532

Morogoro.

Qualification: DIRECTOR

BEFORE ME

(Basilisa Claud Mwakimbwala)

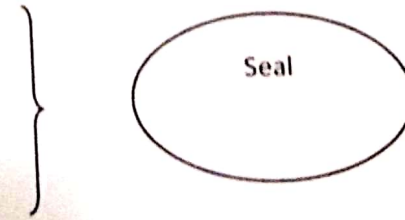
PJC Premier Attorneys

Shan Cinema Building, 2nd Floor

P.O.Box 9, Mzumbe



SEALED with the Common Seal of  
ICSI GROUP LIMITED and DELIVERED  
Before me this 01 day of June 2020



Name : LAMBERT LIESENBERG

Signature: 

Address: P.O. BOX 6005

LUCERNE

Qualification: DIRECTOR

Name : JAMILA TAJ SCHMID

Signature: Schmid

Address: P.O. BOX 1780  
Morogoro.

Qualification: DIRECTOR

**BEFORE ME**

(Basilisa Claud Mwakimbwala)

PJC Premier Attorneys

Shan Cinema Building, 2<sup>nd</sup> Floor

P.O.Box 9, Mzumbe

