

HALMASHAURI YA MJI KIBAHA

S.L.P 30112  
SIMU Na: 023 - 2402886  
FAX No: 023 - 2402007



OFISI YA MKURUGENZI  
MJI WA KIBAHA

Kumb.Na. KTC/LD/PT/21387

12/04/2023

Kamishna wa Ardhi Msaidizi  
Mkoa wa Pwani  
S.L.P 9230,  
Dar es Salaam

**YAH: HISTORIA YA VIWANJA NAMBA 124-141 & 143 KITALU 'A' ENEO  
LA MTAKUJA- MJINI KIBAHA.**

Tafadhali husika na kichwa cha barua hapo juu.

Eneo la viwanja tajwa hapo juu lilikuwa linamilikiwa na ndugu ELIZABETH JOSEPH NDAGAMSU wa S.L.P 30080, KIBAHA kama shamba namba 284 & 2850 PANGANI-KIBAHA. Kutokana na shamba husika kuwa ndani ya Mji wa Kibaha na ndani ya mchoro wa Mipangomiji namba 31/22/2008B mhusika alishauriwa kufanya utaratibu wa kurejesha Barua ya Toleo (*Letter of Offer*) ya kiwanja chake, mhusika alikubali na kurejesha Barua ya Toleo (*Letter of Offer*) ya shamba yenye namba (No. 00003896) na taratibu zote za kufuta Barua ya Toleo (*Letter of Offer*) ya shamba lake ulikamilika, ndipo wahusika walishauriwa kufanya utaratibu wa kulipima viwanja na wakaridhia hivyo, kwa gharama zao wenyewe walipima shamba hilo na Ramani ilikamilika na kusajiliwa kwa namba 80668 yenye Plan namba Na.E/315/1607.

Ndugu ELIZABETH JOSEPH NDAGAMSU aliuza viwanja namba 124-141 & 143 vilivyopo kitalu 'A' eneo la Mtakuja kwa Kampuni ya ACTION MEDEOR INTERNATIONAL HEALTHCARE ya S.L.P 72305, DAR ES SALAAM ili aweze kumilikishwa kisheria.

Kwa kuwa Kampuni hii inamilikiwa na raia wa kigeni, na kwa kuwa wamepata kibali toka kituo cha uwekezaji, ardhi hii inapendekezwa kutengwa kwa ajili ya matumizi ya uwekezaji. Hivyo nawasilisha *Land form no. 1* kwa ajili ya saini yako.

Nakutakia kazi njema.

Kennedy. T. Mpanduji  
Kny: MKURUGENZI WA MJI  
HALMASHAURI YA MJI KIBAHA

NAKALA:

ACTION MEDEOR INTERNATIONAL HEALTHCARE  
S.L.P 72305  
DAR ES SALAAM

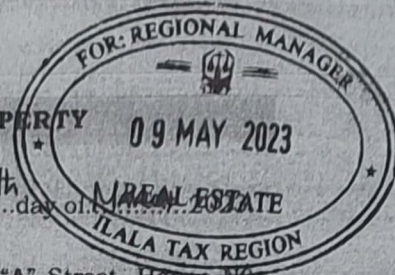


**AGREEMENT FOR SALE OF LAND PROPERTY**

**VENDOR:** Elizabeth Joseph Ndagamsu  
**PURCHASER:** Actlon Medeor International Healthcare gGmbH  
**PROPERTY:** PLOTS NOs. 124, 125, 126, 127, 128, 129, 130,  
131, 132, 133, 134, 135, 136, 137, 138, 139, 140,  
141 AND 143 SITUATED AT MTAKUJA, KIBAHA

*J.M.*

AGREEMENT FOR SALE OF LAND PROPERTY



THIS AGREEMENT FOR SALE OF LAND is made on this 9<sup>th</sup> day of May 2023.

**BETWEEN:** ELIZABETH JOSEPH NDAGAMSU of Mkoani "A" Street, House NO. 273, Tumbi ward, Kibaha District, Pwani Region (hereinafter called "The Vendor") of the one part;

**AND:** ACTION MEDEOR INTERNATIONAL HEALTHCARE gGmbH of P.O. Box 72305, Branch Office Tanzania, P.O. Box, Dar es Salaam, Tanzania (hereinafter called "the Purchaser") of the other part;

**AND:** Together referred to as "Parties".

**RECITALS:-**

A. **WHEREAS** the Vendor is the legal owner of Land, plots no. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141 and 143 in Block "A" measures total 19,986 Square meters after excluding river buffer area measuring 7,900 square meters located at Mtakuja, Kibaha Township in Coast Region.

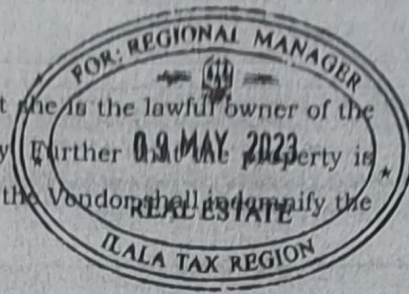
B. **WHEREAS** the Vendor is desirous of selling the property and the Purchaser is willing to purchase the property free from any encumbrances whatsoever, in terms and conditions hereinafter appearing below.

**NOW THIS AGREEMENT WITNESSTH** as follows:-

1. **IN CONSIDERATION** of the sum of **Tanzanian Shillings one hundred eighty million two hundred sixteen thousand five hundred (TZS. 180,216,500/-)** only (Hereinafter referred to as "**Purchase Price**") the Vendor shall sell and the Purchaser shall buy the property. And by signing this Agreement the Vendor acknowledges receipt of the purchase price.
2. Parties herein agreed that the Purchaser shall pay the Purchase Price sum of **Tanzanian Shillings one hundred eighty million two hundred sixteen thousand five hundred (TZS. 180,216,500/-)** only to the Vendor's Bank account (bank name, branch and account number provided below);

Bank name	Branch	Account Number	Account Name
NMB Bank Plc.	Kibaha, Coast Region	21202401745	Elizabeth Joseph Ndagamsu

3. That the Vendor covenants to the Purchaser that she is the lawful owner of the property and has full power to sell the property. Further the property is sold free from any encumbrance whatsoever and the Vendor shall indemnify the Purchaser in case of anything to the contrary.
4. The Vendor shall hand over all the *Original Documents* related to the Property to the Purchaser upon signing of this Agreement.
5. The land forms for Deed of Transfer, Application for Approval of Disposition and Notification of disposition together with spousal declaration shall be signed immediately after signing this Agreement for the purpose of effecting transfer of ownership of the property from the Vendor to the Purchaser.
6. This Agreement is subject to obtaining all necessary consents and payment by the Vendor of capital gain tax, if any, failure whereof the Parties shall revert to their original position as per this Agreement.
7. Except otherwise provided in this Agreement or in the case of an express written waiver, the fact that either party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.
8. That this Agreement is made confidential among the Parties. No terms shall be discussed with any third party save for the Parties' Legal advisors who shall, in turn be bound by this confidentiality clause.
9. The terms of this Agreement constitute the entire agreement between the Parties herein and supersede all previous communications, representations or agreements, either oral or written, between the Parties herein with respect to the subject matter of this Agreement.
10. Each of the Parties hereto undertakes to carry out the terms and provisions of this Agreement in accordance with the principles of mutual goodwill and good faith.
11. This Agreement will terminate once the obligations stated herein are fully performed. This Agreement can be terminated in case of breach of any terms of this Agreement, but termination shall be pursued after service of one month (30 days) notice of intention to terminate and the breach remain unresolved during



R.M

the notice period. The obligations of parties survive the termination of this Agreement. Once this Agreement is terminated against any party, the obligations which have accrued shall be fulfilled and performed to the extent they have accrued.

12. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

13. In case of Lacunae the Parties will reach into a mutual agreement in writing.

14. By executing this agreement both parties are deemed to have accepted the terms and conditions contained herein and will be bound irrevocably.

15. If any or more of the provisions of this Agreement become or is otherwise found invalid, illegal or enforceable in any jurisdiction and under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall in no way be affected or impaired, save where otherwise provided in this Agreement or where the invalidity affects the essential obligations of the Parties to this Agreement.

16. This Agreement shall be governed and construed under the laws of the United Republic of Tanzania.

**AS WITNESS** hereof the Parties hereto have executed these presents in the manner and the date hereinafter appearing.

**SIGNED and DELIVERED** at Dar es Salaam  
by the said **ELIZABETH JOSEPH NDAGAMSU** who  
is known to me personally/identified to me by  
.....the latter  
being known to me personally on  
this .....<sup>9</sup>th.....day of March.. 2023

*[Signature]*  
**VENDOR**



**BEFORE ME:**

NAME:

Rajabu Mwingi

SIGNATURE:

*[Signature]*

POSTAL ADDRESS:

**P.O.BOX** 814, DSM

QUALIFICATION:

**DAR ES SALAAM  
ADVOCATE, NOTARY PUBLIC**



M

SEALED with the COMMON SEAL  
of the said ACTION MEDEOR INTERNATIONAL  
HEALTHCARE GmbH and DELIVERED at Dar es Salaam  
in the presence of us this ..... day of ..... 2023

PURCHASER

**WITNESS:**

NAME:

GERALD GAMAJEL MASUKI

SIGNATURE:

POSTAL ADDRESS:

P.O. BOX 72305

QUALIFICATION:

DAR ES SALAAM  
DIRECTOR

NAME:

ANDREA ELLER

SIGNATURE:

POSTAL ADDRESS:

P.O. BOX 72305

QUALIFICATION:

DAR ES SALAAM  
DIRECTOR/COMPANY SECRETARY



TIN: 103-457-734

S/D: 1,802,165

9/5/2023

STAMP DUTY

Shs: 1,802,165 Collected

Receipt No: 998411447128 Date: 10/5/2023

Regional Manager - Ilala Tax Region