

AGREEMENT FOR SALE OF LAND PROPERTY

VENDOR: *Godwin Zerubabel Shao*

PURCHASER: *Action Medeor International Healthcare gGmbH*

PROPERTY: *Un-surveyed land, situated in Mtakuja Ward within the jurisdiction of Ten Cell in Stem No.3 at Kibaha District Council -Pwani Region.*

AGREEMENT FOR SALE OF LAND PROPERTY

THIS AGREEMENT FOR SALE OF LAND is made on this.....day of.....2023.

BETWEEN: GODWIN ZERUBABEL SHAO, holder of National Identity No. 19641011-14131-00005-22, resident of Kibaha, Coast Region, Tanzania (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, *Un-surveyed land measures 8 Acres, situated in Mtakuja Ward within the jurisdiction of Ten Cell Stem No.3 in Kibaha District Council –Coast Region ("the Property")*.
- 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 Sixty Million (TZS. 160,000,000/-)** only (Hereinafter referred to as **"Purchase Price"**) the Vendor shall sell and the Purchaser shall buy the property.
2. Parties herein agreed that after signing this Agreement the purchaser shall pay the sum of **Tanzanian Shillings One Hundred Sixty Million (TZS. 160,000,000/-) ["Purchase price"]** only to the Vendor's Bank account (bank name, branch and account number provided below);

Bank name	Account Number	Account Name
NMB BANK PLC	23710025600	GODWIN ZERUBABEL SHAO

3. That the Vendor covenants to the Purchaser that he is the lawful owner of the property and has full power to sale the property. Further that 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. That immediately after signing this Agreement the Vendor shall sign affidavit as to marital status and any other documents pertaining to effecting transfer of ownership of the property.
6. That each party shall be responsible for the payment of any taxes and assessments that may be imposed with respect to the transfer of ownership PROVIDED that such payment of such taxes or assessments shall be in accordance with the law introducing such taxes.
7. This Agreement is subject to obtaining all necessary consents failure whereof the Parties shall revert to their original position as per this Agreement.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 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.

13. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.
14. In case of Lacunae the Parties will reach into a mutual agreement in writing.
15. By executing this agreement both parties are deemed to have accepted the terms and conditions contained herein and will be bound irrevocably.
16. 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.
17. 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 **GODWIN ZERUBABEL SHAO** who is known to me personally/identified to me bythe latter being known to me personally on this^{25th} day of ^{September}..... 2023



VENDOR

BEFORE ME:

NAME:

Godwin Zerubabel Shao

SIGNATURE:



POSTAL ADDRESS:

P.O. BOX 78862 D

QUALIFICATION:

**DAR ES SALAAM
ADVOCATE, NOTARY PUBLIC**



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

PURCHASER

WITNESS:

NAME:

CHRISTOPH BONSMANN

SIGNATURE:



POSTAL ADDRESS:

P.O. BOX

**DAR ES SALAAM
DIRECTOR**

QUALIFICATION:

NAME:

GERALD G. MASUKI

SIGNATURE:



POSTAL ADDRESS:

P.O. BOX

**DAR ES SALAAM
DIRECTOR/COMPANY SECRETARY**

QUALIFICATION: