

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: LANDS  
Telephone: 2121241-9  
In reply please quote:  
Ref. No. LR/T 747



LAND REGISTRY,  
P.O Box 1191,  
Dar es salaam.  
Date: 05 Nov, 2020

GESSO HEGHON BAJUTA  
P.O Box BOX 12103  
ARUSHA  
Sir/Gentlemen/Madam,

RE: TITLE NO: 747 LAND OFFICE NO: 316268  
PLOT NO. 334 BLOCK A AT MATEVES

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

*Kyaa*  
REGISTRAR OF TITLES

Copy to: Commisioner for Lands  
Your LD File No: ARD/17083 refers

## CERTIFICATE OF OCCUPANCY

*(Under Section 29)*

Certified True Copy of The Original  
GIBRIL HAMAD MANCULA  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign: *Gibril Hamad Mancula* Date: 19/04/2021

**Date of Issue:**

**Title Number:**

**Land Office Number:** 316268.

**Land:** PLOT NO 334 BLOCK 'A' MATEVES, ARUSHA CITY.

**Term:** NINETY NINE (99) YEARS.

TITLE No. **747**  
 REGISTERED ON **05-11-2020**  
 AT **9:00A.M**  
*Kpa.*  
 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs. **100/=** Paid  
 Receipt No. **920217002114924**  
 of **04-08-2020**  
*Kpa.*  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs. **145430/=** Paid  
 On Original Receipt No. **920217002114924**  
 of **04-08-2020**  
*Kpa.*  
 Stamp Duty Officer

Title No. **747**...  
 L.O. No. 316268  
 ADC/17083


The **04<sup>th</sup>** day of **November** Two Thousand and **twenty**.

THIS IS TO CERTIFY that **GESSO HEGHON BAJUTA** of P.O. Box 12103, Arusha, (hereinafter called "the Occupier") the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine (99)** years from the first day of **July, Two Thousand and Twenty** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

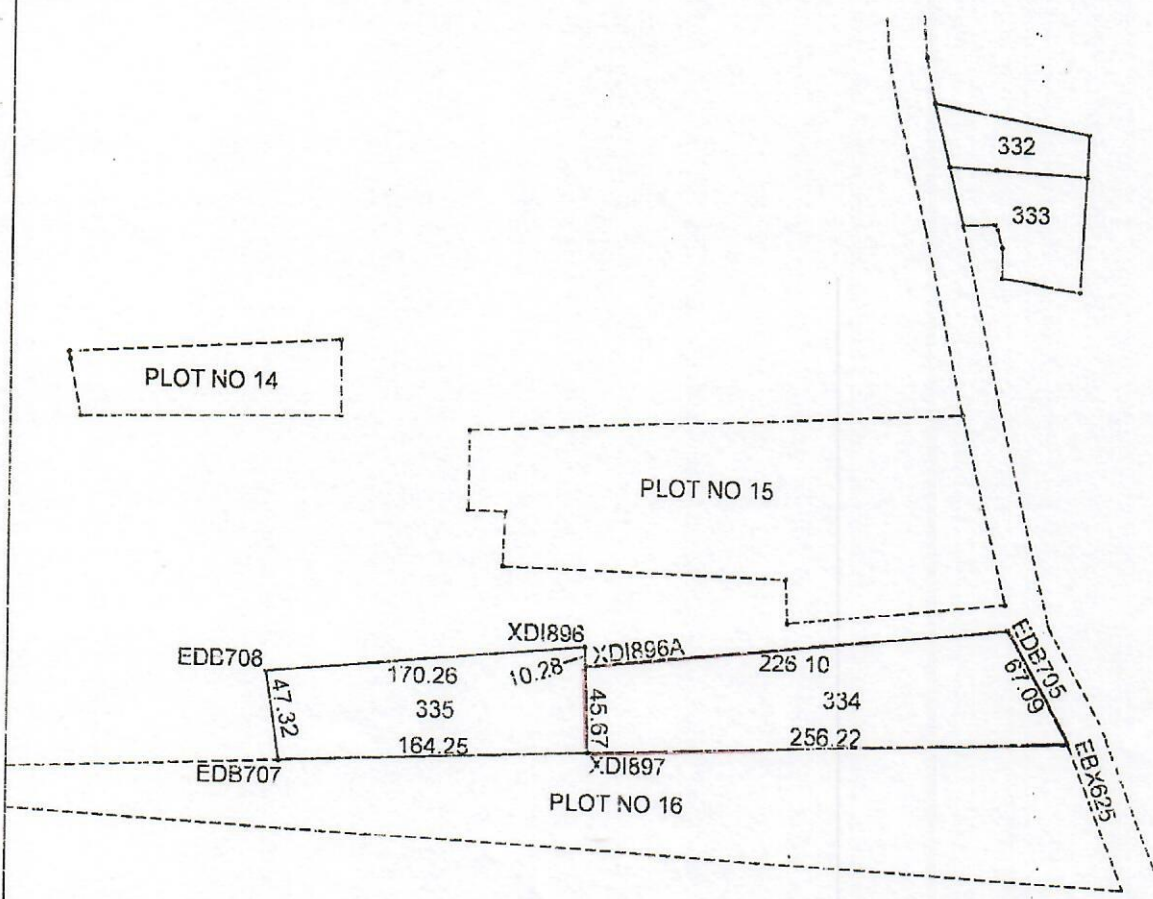
1. The Occupier having paid rent up to the thirtieth day of June, 2021 shall thereafter pay rent of shillings **Two Million Six Hundred Ninety-Four Thousand Five Hundred and Ten (Tshs. 2,694,510/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall: -
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
 Advocate, Notary Public &  
 Commissioner for Oaths  
 Sign: *Gibril* Date: **19/04/2021**

- (ii) Submit to the Authority building plans within Six months from the date of commencement of the **Right**
  - (iii) Begin m building construction within six months after the approval of the building plans by the Authority.
  - (iv) Complete the building construction within Thirty-Six months from the date of commencement of the **Right**.
3. **USER:** The land shall be used for **Industrial Service Trades purposes**, Use Group 'N' Use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulations, 2018.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall further: -
  - (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
  - (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
  - (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
  - (iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority;
  - (v) Loading and unloading facilities shall be provided within the boundaries of the land.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
7. The **President** may revoke the right for **good cause** and in **public interest**.

Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign:  Date: 19/04/2021

ARUSHA CITY



Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
 Advocate, Notary Public &  
 Commissioner for Oaths  
 Sign: *Gibril* Date: 19/04/2021

**INSET SHOWING DETAILS OF PLOT**

Locality MATEVES  
 Block A  
 Plot No. 334  
 L O no. 316268  
 Area 12831 Sqmt

The issue of this plan implies no guarantee or admission of title by the Government

This plan prepared in accordance with Registered plan No 112059 is approved for the purposes of the Land Registration Ordinance Director of Surveys and Mapping *[Signature]*  
 Date 17/04/2021 Ministry of Lands Housing Human Settlement and Development  
**DODOMA**


**SCHEDULE**

ALL that Land known as Plot No. 334 Block "A" situated Mateves Area in Arusha City containing Twelve thousand eight hundred thirty one (12831) square meter shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 112059 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

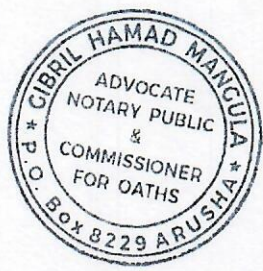
Given under my hand and my official seal the day and year first above written.


  
ASST COMMISSIONER FOR LANDS

I, the within **GESSO HEGHON BAJUTA** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
GESSO HEGHON BAJUTA who is )  
known to me personally/identified to me by )  
..... )  
the latter being known to me personally in my )  
presence this... day of... August... 2020. )  
Witness's )  
Signature.....  )  
Postal Address..... 8229 ARUSHA )  
Qualification:..... ADVOCATE )





Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign:  Date: 19/04/2021

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: LANDS  
Telephone: 2121241-9  
In reply please quote:  
Ref. No. LR/T 750



LAND REGISTRY,  
P.O Box 1191,  
Dar es salaam.  
Date: 05 Nov, 2020

GESSO HEGHON BAJUTA  
P.O Box BOX 12103  
ARUSHA  
Sir/Gentlemen/Madam,

RE: TITLE NO: 750 LAND OFFICE NO: 316269  
PLOT NO. 335 BLOCK A AT MATEVES

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

*[Signature]*  
REGISTRAR OF TITLES

Copy to: Commissioner for Lands  
Your LD File No: ARD/17084 refers

## CERTIFICATE OF OCCUPANCY

(Under Section 29)

Certified True Copy of The Original  
GIBRIL HAMAD MANGULA  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign: *[Signature]* Date: 19/04/2021

Date of Issue:

Title Number: 750

Land Office Number: 316269.

Land: PLOT NO 335 BLOCK 'A' MATEVES, ARUSHA CITY.

Term: NINETY NINE (99) YEARS.

TITLE No. 750  
 REGISTERED ON: 05.11.2020  
 AT: 9:00 AM  
  
 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 100/- Paid  
 Receipt No: 920217002112609  
 of: 04.08.2020  
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 90270/- Paid  
 Receipt No: 920217002112609  
 of: 04.08.2020  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

Title No. 750  
 L.O. No. 316269  
 ADC/17084

The 04<sup>th</sup> day of November Two Thousand and Twenty.

THIS IS TO CERTIFY that **GESO HEGHON BAJUTA** of P.O. Box 12103, Arusha, (hereinafter called "the Occupier") the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine (99)** years from the first day of **July, Two Thousand and Twenty** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

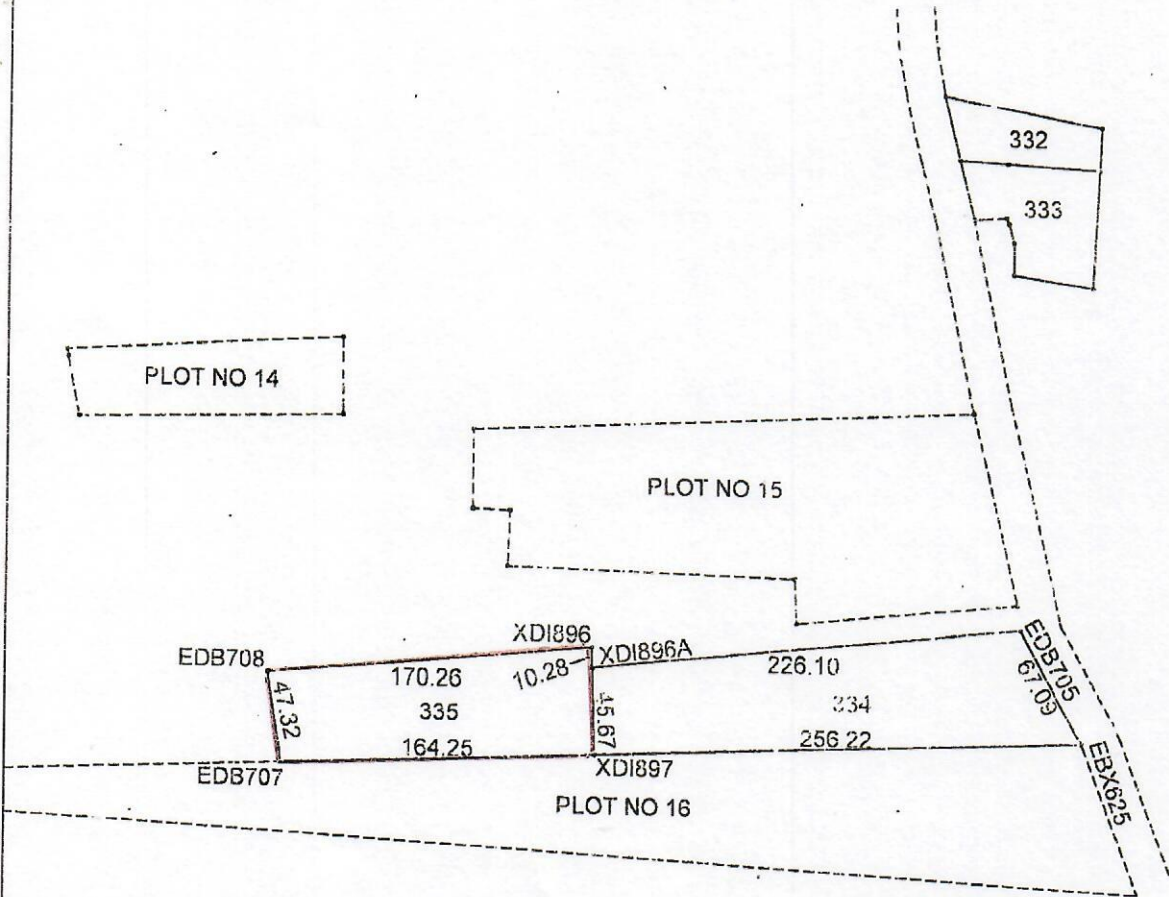
1. The Occupier having paid rent up to the thirtieth day of June, 2021 shall thereafter pay rent of shillings **One Million Eight Hundred Thousand Nine Thousand Three Hundred Sixty (Tshs. 1,809,360/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall: -
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
 Advocate, Notary Public &  
 Commissioner for Oaths  
 Sign: [Signature] Date: 19/04/2021

- (ii) Submit to the Authority building plans within Six months from the date of commencement of the **Right**
  - (iii) Begin m building construction within six months after the approval of the building plans by the Authority.
  - (iv) Complete the building construction within Thirty-Six months from the date of commencement of the **Right**.
3. **USER:** The land shall be used for **Industrial Service Trades purposes**, Use Group 'N' Use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulations, 2018.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall further: -
  - (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
  - (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
  - (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
  - (iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority;
  - (v) Loading and unloading facilities shall be provided within the boundaries of the land.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
7. The **President** may revoke the right for **good cause** and in **public interest**.

Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign: *G. Mangula* Date: 19/04/2021

ARUSHA CITY



Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
 Advocate, Notary Public &  
 Commissioner for Oaths  
 Sign: *[Signature]* Date: 19/04/2021

INSET SHOWING DETAILS OF PLOT

Locality MATEVES  
 Block A  
 Plot No. 335  
 L.O no. 316289  
 Area 8616 Sqmt

The issue of this plan implies no guarantee  
 or admission of title by the Government

This plan prepared in accordance with  
 Registered plan No 112059 is approved for the  
 purposes of the Land Registration Ordinance  
 Director of Surveys and Mapping *[Signature]*  
 Date 12/08/2020 Ministry of Lands  
 Housing Human Settlement and Development  
**DODOMA**


**SCHEDULE**

ALL that Land known as Plot No. 335 Block "A" situated Mateves Area in Arusha City containing Eight thousand six hundred sixteen (8616) square meter shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 112059 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

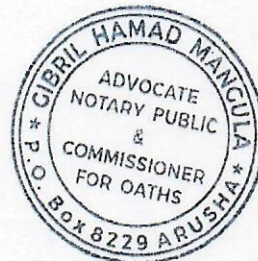
Given under my hand and my official seal the day and year first above written.


  
ASST COMMISSIONER FOR LANDS

I, the within **GESSO HEGHON BAJUTA** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
**GESSO HEGHON BAJUTA** who is )  
known to me personally/identified to me by )  
..... )  
the latter being known to me personally in my )  
presence this... day of... August... 2020. )  
Witness's )  
Signature.....  )  
Postal Address..... 8229 ARUSHA )  
Qualification:..... ADVOCATE )





Certified True Copy of The Original  
**GIBRIL HAMAD MANGULA**  
Advocate, Notary Public &  
Commissioner for Oaths  
Sign:  Date: 19/04/2021

**MKATABA WA UPANGAJI**

*Umefanyika leo tarehe 1 mwezi Desemba mwaka 2020.*

*Kati ya*

**ND. GESSO HEGHON BAJUTA**

*na*

**BAJUTA INTERNATIONAL TANZANIA LIMITED**

**Drawn by:**

Maro & Company  
Advocates  
Plot Number 80  
Jandu Street  
Corridor Area  
P.O. Box 14765  
Arusha

## **MKATABA WA UPANGAJI**

*Mkataba umefanyika leo tarehe 1 Mwezi Desemba mwaka 2020*

**NDUGU GESSO HEGHON BAJUTA** Mtu mzima, Mtanzania wa sanduku la Posta 12103, Arusha-Tanzania [ambaye kwenye Mkataba huu atafahamika kama "**MWENYE ARDHI**"] kwa upande mmoja.

Na

**BAJUTA INTERNATIONAL TANZANIA LIMITED**, Kampuni iliyosajiliwa nchini Tanzania kupitia sheria ya Makampuni Sura ya 212 ya Sheria za Tanzania ya Sanduku la Posta 12103 Arusha, Tanzania [ambayo kwenye mkataba huu itafahamika kama "**MPANGAJI**"] kwa upande wa pili.

### **WAKATI AMBAPO**

Mwenye ardhi ni mmilikaji halali wa eneo la ardhi lijulikanalo kama Kiwanja namba 334 na 335, linalomilikiwa kupitia Hati za Umiliki namba 747 na 750, lililopo Kitatu 'A' eneo la Mateves, Jiji la Arusha lenye ukubwa wa mita za mraba Ishirini na Moja Eflu Mia Nne Arobaini na Saba (21,447 square meters).

### **NA WAKATI AMBAPO**

Mwenye Ardhi yu tayari kupangisha eneo hilo kwa Mpangaji, na Mpangaji naye yu tayari na anataka kupangisha eneo hilo la ardhi kwa masharti na makubaliano yafuatayo:-

### **SASA INAKUBALIKA NA PANDE ZOTE KAMA IFUATAVYO**

1. Kwamba mwenye ardhi anampangishia Mpangaji eneo hilo la Ardhi lijulikanalo kama Kiwanja namba 334 na 335, linalomilikiwa kupitia Hati za Umiliki namba 747 na 750, lililopo Kitatu 'A' eneo la Mateves, Jiji la Arusha lenye ukubwa wa mita za mraba Ishirini na Moja elfu Mia Nne Arobaini na Saba (21,447 square metres) kwa kipindi cha miaka mitano (renewable) kuanzia tarehe moja Mwezi Desemba mwaka 2020 (01/12/2020) mpaka tarehe 31 mwezi Novemba mwaka 2025 (31/11/2025).
2. Kwamba Mpangaji atatumia eneo hilo la ardhi kwa kujenga kiwanda cha kuzalisha pembejeo za Kilimo na Mifugo tu.

3. Kwamba kodi ya mwezi itakuwa ni Shilingi za Kitanzania Milioni Moja tu (Shs.1,000,000.<sup>00</sup>) kwa mwezi na italipwa kwa awamu kila mwezi (one month in advance) kodi ambayo itaongezeka kwa makubaliano katika ya Mwenye Ardhi na Mpangaji mara baada ya kipindi cha kwanza cha Upangaji cha miaka mitano kumalizika.
4. Kwamba Mpangaji atajenga Kiwanda cha kuzalisha pembejeo za Kilimo na Mifugo katika eneo la Mwenye Ardhi chenye thamani ya shilingi za Kitanzania Bilioni Tano Milioni Mia Nne Arobaini na Nane Laki Sita Hamsini na Sita Elfu Mia Mbili Thelathini na Sita na senti hamsini na nne (Shs 5,448,656,236. <sup>54</sup>) kama invyoonekana katika jedwali liliambatinishwa katika mkataba huu.
5. Kwamba Mpangaji atarejesha fedha atakazotumia kwenye ujenzi wa Kiwanda tajwa hapo juu kwa kukata (retain) kiasi cha Shilingi za Kitanzania Laki Tano (Shs.500,000.00) katika fedha ya pango ambapo atampatia Mwenye Ardhi kiasi cha shilingi Lakin Tano (Shs.500,000.00) kila mwezi.
6. Kwamba Mpangaji ataruhusiwa kununua eneo la ardhi pamoja na maendelezo yake kutoka kwa Mwenye Ardhi kwa gharama watakazokubaliana kati ya Mwenye Ardhi na Mpangaji ikitokea Mwenye Ardhi akitaka kuuza eneo la ardhi tajwa katika Mkataba huu.
7. Kwamba Mpangaji atakabidhi eneo la ardhi kwa Mwenye Ardhi pamoja na maendelezo yake (Kiwanda) mara baada ya kurejesha fedha zote atakazotumia/atakazokuwa ametumia katika ujenzi wa Kiwanda husika au kama watakavyokubaliana namna ya urejeshwaji na fedha za ujenzi.
8. Kwamba mpangaji atawajibika kulipa malipo ya Halmashauri kila mwezi (au kama itakavyopangwa).
9. Kwamba kama sheria ya upangishaji inavyoagiza, Mpangaji hataruhusiwa kukodishia [ku-sublet] eneo hilo la ardhi kwa mtu mwingine bila kibali cha mwenye ardhi.
10. Kwamba endapo mpangaji atashindwa kuendelea kutumia eneo hilo basi atamrudishia Mwenye ardhi eneo lake la ardhi pamoja na maendelezo atakayokuwa amefanya.
11. Kwamba Mpangaji atawajibika kwa usafi wa nje na ndani ya eneo la ardhi.

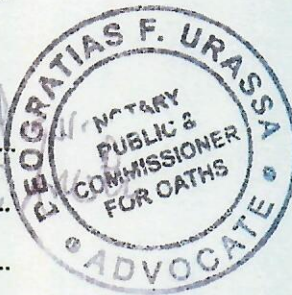
12. Mpangaji atawajibika kulipia gharama za Umeme na maji atakaotumia/atakatayotumia kwenye eneo wakati wa Mkataba huu, lakini itakuwa jukumu la mwenye ardhi kulipa gharama za kodi ya kiwanja.
13. Kwamba iwapo Mpangaji atakiuka masharti ya mkataba huu atawajibika kukabidhi eneo kwa Mwenye ardhi likiwa katika hali ya usafi kama alivyokabidhiwa na kuondoka mara moja bila notisi yeyote.
14. Kwamba iwapo Mpangaji ataamua kukatisha mkataba kwa sababu zake mwenyewe, Mwenye Ardhi hatawajibika kurudisha fedha za pango zilizokwisha lipwa wala kurudisha gharama za ujenzi wa Kiwanda zitakakuwa zimetumika.
15. Kwamba endapo upande wowote utavunja Mkataba huu basi upande utakaodhurika utakuwa na haki ya kufungua kesi kwenye Mahakama inayostahili ili kujipatia haki yake.
16. Kwamba ndugu na warithi wa Mwenye Ardhi watabanwa na Mkataba huu na watawajibika kuuheshimu endapo itatokea Mwenye Adhi kufariki kabla ya Mkataba kuisha
17. Kwamba Mwenye Ardhi atawajibika kulipa gharama za Mwanasheria aliyetengeneza Mkataba huu.

**MKATABA** umesainiwa ]  
na Mwenye Ardhi ]  
**ND. GESSO HEGHON BAJUTA** ]  
leo tarehe 1 mwezi Desemba ]  
mwaka 2020 ]

.....

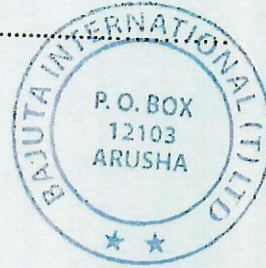
**Shahidi:**

Jina: .....  
Anuani: .....  
Wadhifa: .....  
Saini: .....



**MKATABA** umewekwa ]

LAKIRI ya Kampuni ya ]  
**BAJUTA INTERNATIONAL** ]  
**TANZANI LIMITED** leo ]  
tarehe 1 mwezi Desemba ]  
mwaka 2020. ]



**Mashahidi:**

Nina: Geway Gesso Bajuta

Anuani: S.L.P 12103, Arusha

Wadhifa: Mkurugenzi

Saini: *[Signature]*

Nina: Michael Gesso Bajuta

Anuani: S.L.P 12103, Arusha

Wadhifa: Mkurugenzi

Saini: *[Signature]*

**Mkataba umetayarishwa na:**

M/S. Maro & Company, Advocates  
Plot Number 80, Jandu Road  
Corridor Area  
P.O. Box 14765  
Arusha