

new MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

LAND NETWORK LIMITED

AND

DODOMA CITY COUNCIL

DRAWN BY:
DODOMA CITY COUNCIL
P.O. BOX 1249
DODOMA.

City of Dodoma
Signature: *[Signature]*
MUSSEI ASSEFI MANTARI
Assistant Mayor
City & Communities Dev. Office

[Handwritten initials]

[Handwritten initials]

This MoU is made at Dodoma this.....4..... day ofJune,..... 2019

Between

LAND NETWORK LTD, of P.o.Box 3118 Dodoma, a limited liability Company duly incorporated under the Companies Act [CAP 212 R.E 2002] of the Laws of Tanzania, with an office located at **Plot No. 03 Block "N" Uhindini** within Dodoma City, (Hereinafter referred to as the first party, the expression include wherever applicable its legal representatives, agents and assigns) of the one part.

And

DODOMA CITY COUNCIL, of P.O.Box 1249 Dodoma, a Local Government Authority established under the Local Government Urban Authorities Act [CAP 288 R.E 2002] of the laws of Tanzania. (Hereinafter referred as a second party, the expression which shall where the context so admits, include its assigns and successor in title) of the other part.

WHEREAS the first party intends to acquire land and thereafter plan and survey plots at **Nala Area and Ihumwa** within Dodoma City council. The generated plots will then be sold to individuals, institutions and real estate developers.

AND WHEREAS the second party, who is responsible for Town planning and land management within Dodoma City, has agreed the first party to buy land, plan and survey thereafter to sale the generated plots.

NOW THEREFORE both parties to this Memorandum of Understanding mutually agreed as follows:-

1. **DEFENITION AND INTERRETATION OF TERMS:-** In this Agreement, unless the context otherwise requires;-

"Agreement" Means this Memorandum of Understanding and all instruments supplemental and includes an amendment to this agreement.

"Government" means the Government of the United Republic of Tanzania.

"Local Government" means Local Government established under the Local Government (Urban Authority) Act, [CAP 288 r.e.2002]

- a. Shall finance the project and provides all machineries, tools, instruments and personnel needed for execution and completion of the project.
- b. Seek out a block of raw land.
- c. Undertake pre land acquisition which should start from authority, and getting consent from community under discussion.
- d. Work under supervision and directives of Dodoma City Council.
- e. Establish project office within the specific site.
- f. Detail picking of the land parcel from the land owner and existing features.
- g. Undertake work drawing, architectural design, draft plan, detailed plans and documentation.
- h. Undertake cadastral surveying.
- i. Casting of beacons.
- j. Grading and clearance of access roads in and around the plots.
- k. Marketing, sale of Three Thousand and Six Hundred (3600) surveyed plots, of which 2600 plots at Ihumwa and 1000 at Nala and developed properties after authorization of the Dodoma City Council.
- l. Negotiate an option to purchase agreement of land from owners.
- m. Strengthening capacity of the Dodoma City Council on handling land, development issues and gives technical assistance and work tools of the project.
- n. To pay promptly compensation of the land acquired by considering valuation report done by the Chief Valuer.

4.2 The Second party shall be responsible for:-

- a. Supervision the project from begging to the end.
- b. Appointment of Project Manger.
- c. Review, comment, and facilitate approval of the Town Planning Drawing (TP) by the appropriate authorities.
- d. To provide survey instruction, beacon numbers and assists on cadastral survey.
- e. Processing certificate of occupancy, of which shall be paid by intended land owners respectively.
- f. To prepare deed plans.
- g. Marketing of the plots in collaboration with the first party.

5. **GOVERNING LAW AND DISPUTE RESOLUTION:** - This agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

5:1 Any dispute arising out of or in connection with this agreement shall be settled amicably by the parties failing which the aggrieved party may take legal action at the court having jurisdiction to try the matter.

6. **INVALIDITY.** If any of the provision in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non- enforceability shall not affect any other provision hereof, and the invalid, illegal or enforceable provision will be deemed never to been contained herein. In the event of such invalidity, illegality or non- enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending this agreement and providing for a new legally valid and enforceable provision.

7. **BREACH OF THE AGREEMENT:-** If any party to this agreement fails to execute any of its obligations, the aggrieved party shall notify the defaulting party in writing about the breach and the party who is in breach shall within 14 days remedy the defect. If the breaching party fails to rectify the predicament the other party shall have the right to exercise any resources available in law.

7:1 In case of default, all right and remedies conferred by this agreement are additional to and without prejudice on any other rights including right to specific performance, claim damages, right to rescission and any other statutory remedies.

8. **ENTIRE AGREEMENT:** - This agreement constitutes the complete agreement between the parties as to matters herein dealt with and replaces all other agreement in this regard. This agreement may be modified or amended on agreement of both parties. The modified or amended term(s) shall be in writing.

9. **WEIVER OF RIGHTS:-** Except as 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 party of its rights which are conferred by this agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

10. **SUCCESSORS AND ASSIGNS:** - This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11. **NOTICES:** - All notices, request, consents, demands waivers or other communications under or in connection with this agreement shall be in writing. The notice will be written either in Swahili or English and shall be sent by hand delivery or to the party addresses.

12. **PROFIT SHARING:-** Parties to this MoU agreed that:-

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the days and in the manner hereinafter appearing.

SEALED and DELIVERED at Dodoma }
By Land Network Limited this }
..... day of 4 June, 2019 }

SEAL

In the presence of:-

Name:- WILSON W. WARIANA


Signature:- 

Address:- P. O Box 3118 Dodoma

Qualification:- DIRECTOR.

Before me:-

Name:- ~~FARUKI~~ AMON MUKAKASE

Signature:- 

Address:- 11058, DODOMA

Qualification:- ADVOCATE




SEALED and DELIVERED at Dodoma }
By Dodoma City Council this 4 }
Day of 4 June, 2019 }

SEAL

In the presence of:-

Name:- Godwin E. Kunambi


Signature:- 

Address:- 1249, Dodoma.

Qualification:- City Director.

Before me:-

Name:- Prof. Davis G. Mwamfupe.

Signature:- 

Address:- 1249, Dodoma.

Qualification:- City Lord Mayor.



