

LEASE AGREEMENT

BETWEEN

MAURICE LEO AWITI

AND

SPICE UP LIMITED

DRAWN BY:

SHIKANA LAW GROUP

JANGID PLAZA, Fourth Floor, Unit 402,

Plot No. G26 Kinondoni Municipality

Chaburuma Street (Off Ali Hassan Mwinyi Road)

P.O Box 23037

Dar Es Salaam

Phone: +255 738 013 407

LEASE AGREEMENT

This lease agreement is made this 24th day of September 2020.

BETWEEN

MAURICE LEO AWITI the shareholder of the Lender whose residential address is P.O. Box 7918, Dar es Salaam, Tanzania (hereinafter referred to as the "**Lessor**" or the "**Minority Shareholder**") and where the context so require, include his successors in title and agents) on one part.

And

SPICE UP LIMITED, the company dully registered under the laws of Tanzania having its registered office at P.O Box 67117, Morogoro (hereinafter referred to as the (the" Lessee" or the "**Company**") and where the context so require, include his successors in title and agents) on the other part

WHEREAS;

1. The Lessor is the owner of the farms of approximately⁴⁰.....acres of undeveloped land situated in Tandai Village, Kinole Ward, Morogoro District as per the maps annexed to this Agreement containing the exact location for each parcel of land (the "**Farms**");
2. The Lessor purchased the Farms through a loan of Tanzania Shillings Fifty-Five Million (TZS.55,000,000) given by the Lessee through the loan agreement dated 1st January 2020 (the "**Loan**").
3. The Lessor is desirous to lease the Farms to the Lessee for purposes of pursuing the Lessee's objects in the Memorandum and Articles of Association ("**MEMARTS**") which include agricultural commercial farming in Tanzania.
4. The Lessee is desirous and willing to lease the Farms for a fixed duration at a consideration payable to the Lessor.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

“Agreement”	means this Lease Agreement
“Events of Default”	means where either the Lessor or the Lessee fail to comply with the terms and conditions set out in this Agreement.
“Customary Lease”	means the lease agreement between the Lessor and the Lessee on the Farms
“Land Sale Agreements”	<p>This means the following documents as annexed to this Agreement as Annexure A</p> <ul style="list-style-type: none"> - The sale agreement between Maurice Leo Awiti and Thabiti M. Kavunde dated 27th August 2019; - The sale agreement between Maurice Leo Awiti and Thabiti Malika Kavunde dated 9th March 2020; - The sale agreement between Maurice Leo Awiti and Manusura Shomari Selemani and Spice Up Limited dated 11th August 2019; - The sale agreement between Maurice Leo Awiti and Sauda Manusura Shomari dated 27th August 2019; - The sale agreement between Maurice Leo Awiti and Manusura Shomari dated 9th March 2020 - The sale agreement between Maurice Leo Awiti and Ally Abuu Hija dated 11th August 2019; - The sale agreement between Maurice Leo Awiti and Ally Abuu Hija dated 9th March 2020 - The sale agreement between Maurice Leo Awiti and Khadija Shabani Ally dated 14th August 2020;

- The sale agreement between Maurice Leo Awiti and Hussein Ali Machaga dated 27th August 2020 and
- The sale agreement between Maurice Leo Awiti and Ahmad Rashid Rashidi 17th August 2020.
- Maurice Leo Awiti and Khamisi Omary with dated 9th March 2020
- Maurice Leo Awiti and Ismail Athumani Nassoro with approximately dated 9th March 2020
- Maurice Leo Awiti and Mustafa Ramadhani Almasi dated 9th March 2020
- Maurice Leo Awiti and Suleiman Zaidu Mwisheshe dated 9th March 2020
- Maurice Leo Awiti and Hussein Ally Machaga dated 27th August 2020
- Nuru Thabiti Kavinde and Maurice Leo Awiti dated 12th August 2020
- Ally Nassoro Mfomi and Maurice Leo Awiti dated 6th July 2020
- Abdallah Mohamed Mlolo & Maurice Leo Awiti dated 19th October 2020
- Halima Abdallah Mlolo and Maurice Leo Awiti dated 19th October 2020

“Lien”

Means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, charge or other encumbrance of any kind or nature whatsoever over the Farms (including, without limitation pursuant to any conditional sale, any financing lease) having substantially the same economic effect as any of the foregoing

“Map”

means the map of the Farms under the lease attached to this Agreement as Annexure “B”

“MEMART”

means the Memorandum and Articles of Association of Spice Up Limited

"Signature Date"

means the date that both the Lessor and the Lessee authorized signatories sign this Agreement on behalf of the Lender.

2. TERM

- 2.1. Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations, warranties and covenants from the Lessor, the Lessee is willing to lease the land for a period of four (4) years renewable commencing on the day 24th day of September 2020 ending on 24th September 2024.

3. RENT

- 3.1. The rent herein reserved shall be **United States Dollars One Hundred and Seventy (USD 170)** per month.
- 3.2. The rent is exclusive of all taxes to the authorities and shall be paid by the Lessee, and hence shall maintain receipts of such payments.
- 3.3. The Lessee shall be responsible for payment of the relevant taxes with regards to this Lease.
- 3.4. That the rental sum shall be offset against monies advanced to the Lessor as a loan as per the loan agreement dated 1st day of January 2019. The said Loan agreement shall form part of this agreement as **Annexure "C"**.
- 3.5. Henceforth its agreed that the Lessee shall pay rent through set off from the loan amount as per the rates expressed in Clause 3.1 of the Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE LESSEE TO THE LESSOR

- 4.1. The Lessee representations and warrants to the Lessor are enumerated in the paragraphs herein below:

- 4.1.1. To pay the rent reserved by the Agreement at the times and in the manner specified in Clause 3 of this Agreement.
- 4.1.2. To use the Farms for farming purposes and or in any manner in accordance with the provision of the Village Land Act (CAP 114 R.E.2002) and any conditions imposed by any written law, unless the purpose for this lease cannot

be carried out without so doing, not to cut down or injure, or destroy any living tree on the land.

- 4.1.3. Yield up the Farms in the same condition it was when the term of the lease began, except that the Lessee is not bound to repair damage or restore the Farms to the same condition they were at the beginning of the lease where the damage or deterioration of the condition is caused by;
 - a. Reasonable wear and tear
 - b. Fire, flood or explosion or other accident not attributable to the negligence of the lessee, his invitees or employees
 - c. Civil commotion
 - d. Lighting, storm, earthquake, volcanic activity or other natural disaster
- 4.1.4. To pay all fees, rates, charges and any other utility bills and taxes whatsoever in accordance with the use
- 4.1.5. Not to use the Farms in any way that would create annoyance or nuisance or any danger to the public or neighbors.
- 4.1.6. To keep all boundary marks in repair.
- 4.1.7. To repair or make good any defect or breach of covenant for which the Lessee is responsible and of which notices has been given by the Lessor to the Lessee within any period which may be specified in the notice.
- 4.1.8. Not to mortgage, transfer, charge, sub lease or otherwise part with the possession of the Farms or any part of it without the previous consent of the Lessor.
- 4.1.9. Where a termination order has been served, if disputed, confirmed by the court, render up possession of the Farms peacefully and without any other dispute.
- 4.1.10. To insure and keep insured themselves, employees, his invitees and all his /their personal belongings in the Farms.
- 4.1.11. To indemnify the Lessor for any loss that he may sustain as a result of failure by the Tenant to maintain adequate insurance for its property.
- 4.1.12. That the Lessee, or their agents, associates, employees and any other occupiers shall abide by the terms and conditions set out herein and failure of which shall lead to breach of this agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE LESSOR TO THE LESSEE

- 5.1. The Lessor represents and warrants to the Lessor as enumerated in the paragraphs herein below:

- 5.1.1. That so long as the Lessee pays rent and observes and performs the covenants and conditions contained in this lease, the Lessee shall peaceably and quietly possess and enjoy the land lease during the term of the lease without any lawful interruption from or by the lessor or any person rightful claiming through him.
- 5.1.2. Not to use or permit any adjoining or neighbouring land of which he is the occupier under a right of occupancy or a lease in any way which would render the Farms un-fit or materially less fit for any purposes for which they were leased or may, consistent with the terms and conditions of the lease be used.
- 5.1.3. That if at any time the Farms or any part of them are destroyed or damaged;
- a. by fire, flood or explosion or any accident that is not attributable to the negligence of the Lessee, his invitees or employees
 - b. by civil commotion
 - c. by lightning, storm, earthquake, volcanic activity or other natural disaster, so as to make the Farms or any party of it wholly or partially unfit for occupation or use, the rent and any contribution payable by the Lessee to the outgoing on the premises or just proportion of that rent or contribution according to the nature of and extent of damage sustained shall be suspended and cease to be payable until the Farms have been again rendered fit to occupation or use, but that if the Farms have not been so rendered fit for occupation and use within six months of their destruction or damage, as is referred in this paragraph, the Lessee may at his option and on giving one month notice of his intention so to do, terminate the Agreement.
 - d. To pay all rates, taxes, dues and other outgoings which are payable in respect of the Farms during the continuance of the Agreement unless the same are exclusively payable by the Lessee under any law.

- 5.1.4. He has taken all the necessary measures and has all the requisite powers and authority to enter into and perform this Agreement and other documents referred to herein.
- 5.1.5. The execution and performance by the Lessor, of this agreement does not conflict with and does not cause a material breach to any of his other obligations with regards to the Farms.
- 5.1.6. That he shall not sub-lease, mortgage, transfer or otherwise assign and also shall abstain from involving the Farms in any disposition transactions without the prior written consent of the Lessee of which will never be unreasonably withheld.

**6. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED
FOLLOWS**

- 6.1. That termination of the lease shall be upon expiration of the term.
- 6.2. That in any event where the circumstances change at the detriment of the Lessee or in the event where the Lessee is evicted from the Farms for reasons that are beyond the control of the Lessee, or for reasons that are due to the negligence of the Lessor, or in the event whereby the Lessor has not fulfilled his obligations or has defaulted on any of his obligations whatsoever with regards to the Farms or in the event whereby the covenants and conditions of the Lessor are not fulfilled, the Lessor shall immediately on demand reimburse the rent that is equivalent to the remainder of the Term before the termination date as well as any other costs or losses suffered by the Lessee, and the Lessee shall unilaterally terminate the Lease agreement with immediate effect.
- 6.3. That on expiration of the term of this lease, if the Lessee wishes to renew the lease first priority to lease shall be given to the Lessee.
- 6.4. That any provision of this Lease agreement may be amended by the written agreement between the parties.
- 6.5. The Lessee shall bear all costs of registering this agreement as per the requirement of any written law (s).
- 6.6. That the obligations on the part of the Lessor to be performed or observed hereunder shall continue until the expiration of the Lease Agreement.

- 6.7. That the Lessee may assign all or any of its rights, benefits and/or obligations under this agreement without the prior consent of the Lessor.
- 6.8. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.
- 6.9. A party may not rely on any representation which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this agreement.
- 6.10. No delay in exercising or omission to exercise any rights, power or remedy available to the Lessee under this Agreement shall impair any such right, power or remedy or be construed as a waiver thereof or as acquiescence in default nor shall any action of the Lessee in respect of any default affect or impair any right, power or remedy of the Lessee in respect of any other default. The rights and remedies provided for herein are conditional to and not in substitution for any rights or remedies arising by operations of law.
- 6.11. The obligations for the Lessor set out in this agreement are absolute and shall in no way be impaired or affected by reason of any failure or delay on the part of the Lessee to assert or enforce any of its rights or by reason of failure of the purpose of this agreement or any part thereof or for any other reason.
- 6.12. This agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
- 6.13. The Lessor hereby waives any claims against the Lessee, its subsidiaries, affiliates, officers, directors for any special, indirect, consequential or punitive damages that it may suffer in connection with this Agreement and the transaction contemplated hereby, save as may result from gross negligence or willful misconduct.
- 6.14. That it is hereby agreed by both parties that once this agreement is signed it shall be irrevocable by either party unless it arises by operation of the law or court order.
- 6.15. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction will not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 6.16. In the event of any dispute between the parties to this Lease, the aggrieved party shall first make an attempt to amicably settle the matter and only in the event that an attempt to

amicably settle the matter has failed, the aggrieved party shall refer the matter to the to the competent bodies vested with the jurisdiction to determine the matter.

- 6.17. The governing law to be used in the interpretation and application of the terms of this lease shall be the laws of Mainland Tanzania.

7. NOTICES

- 7.1. Any notice to be given under this Agreement may be given by sending the same by registered mail, by the quickest mail available to the party concerned at its address as given in sub - clause 2 below or at such other address for this purpose.
- 7.2. Party may have notified in writing to the other party, and such notice shall be deemed to have been received;
- a. If sent by registered mail, within 7 days of posting;
 - b. If sent by ordinary mail, within 10 days of posting;
 - c. If sent by email, when acknowledged to have been received.

In case of a notice to the Lessor;
Maurice Leo Awiti,
P.O. Box 7918
Dar es Salaam
Email: awiti.maurice@gmail.com

In case of a notice to the Lessee;
Managing Director
Spice UP Limited
P.O Box 67117
Morogoro.
Email : raphael.schmid@spice-up.ch

8. CONFIDENTIALITY

- 8.1. Neither Party nor its officers or agents shall disclose any proprietary or confidential information relating to this Agreement or other engagements herein or a Party's business or operations without prior written consent of the other Party.

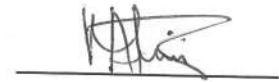
- 8.2. It is understood that a Party shall be exempted from the above obligation under an order from a court of law or any other authority with jurisdiction, discloses any confidential information related to the other Party obtained under this Agreement or any engagement thereof provided, however, the disclosing Party shall provide a 30 written days' advance notice to the non-disclosing Party prior to disclosing any such confidential information

9. DISPUTE SETTLEMENT

- 9.1. Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, the aggrieved party shall issue notice to the defaulting party within 7 days from the date the dispute or difference arose for the parties to amicably rectify and settle the same within 30 days from the date of the Notice.
- 9.2. Should the Parties fail to amicably settle the dispute within the 30 days; the dispute or difference shall within 15 days from date of failure to resolve amicably be referred to Mediation whereby an independent Mediator shall be jointly chosen by the Parties to mediate within 30 days.
- 9.3. Should Mediation fail within the thirty (30) days or should the Parties fail to agree on the selection of the Mediator within the specified period, the dispute shall be referred to Arbitration by the Parties within 15 days by each Party appointing one independent Arbitrator and the two appointed Arbitrators shall appoint an Umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive.
- 9.4. The Arbitration proceedings shall be construed in accordance with the Arbitration Act, Cap. 15 R.E 2020 or any other law that shall be applicable.
- 9.5. The place of Arbitration shall be in Arusha or Dar es Salaam - Tanzania.
- 9.6. Costs of Arbitration shall equally be shared between the Parties.

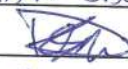
IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year appearing hereunder:

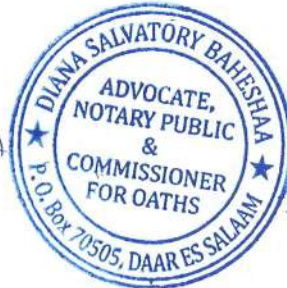
Sworn at Dar es salaam by the said, **MAURICE LEO AWITI**
who is known to me personally, or identified to me by the
said..... who is known to me personally,
on this.....16TH day of NOVEMBER.....2020.



LESSOR


BEFORE ME

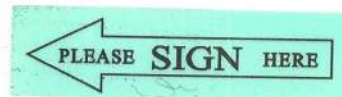
Name : DIANA SALVATORY BAHESHA
Signature : 
Qualification : ADVOCATE




Sealed with the common seal of
SPICE UP LIMITED in our presence
this 16TH day of NOVEMBER 2020

SEAL OF THE LESSEE

Name : Silvan Schmid
Signature : 
Address : Bundesstrasse 10
Qualification : CEO



Name : Raphael Schmid
Signature : 
Address : Infangring 9
Qualification : CFO



A N N E X U R E A

HALIMASHAURI YA KIJIKI CHA TANDA MKATABA WA MAUZIANO YA ENEO/SHAMBA

1. MUUZAJI: SELEMANI ZAIDU MWESHEHE

2. MNUNUZI: MAURICE LED AWITI

3. SELEMANI ZAIDU MWESHEHE

Nimomua kwa hili zinau bila kulazimishwa na mtu vyote na kwa kustantishiwa hili hili yangu
nimamua eneo la shamba ndugu: MAURICE LED AWITI leo tarehe 09.03.2020

Shamba hili lina ulobwa wa eneo kama ifuatavyo:

Ucutu kuta na Upana kuta au linakadiriwa kuwa na utunwa wa
Ekaru TALI (3) lililopo katika eneo la Mtaa/Kitongoji cha NYARGE Ejiro cha
TANDA kata ya KINDOLE Wilaya ya MOROGORO Mkoa wa MOROGORO

Linathibitisha kuwa eneo/shamba hili linakitoza ni mali yangu halali na siyawahi
kuliwika rehani na kwamba hakuna mtu mwingine atakayejitokeza kutoa madai juu ya uhalali
au umilika wa shamba hili. Endapo itathibitika kuwa nimetanya ulaghai, nika Lavari kurudisha
fedha za mauziano na riba, fidia na kuchukuliwa hatua za kisheria.

Kwa upande wa KASKAZINI eneo/shamba hili linapakana na ndugu
MWANAD ABDULLAH KUSINI linapakana na ndugu MBARAKA FADHILI MASHARIKI
linapakana na MAMBA MPAHO na kwa upande wa MASHARIBI linapakana na
ndugu MBARAKA FADHILI.

Wanuka katika mkataba huu tunakubaliana kuuziana shamba tapwa hapo juu kwa bei ya
fedha za kitanzania shilingi (kwa tarakimu) 5,000,000/- (kwa maneno)
HILIONI TANO TU.

Mnunuzi zimetoa fedha (A) NOTE (B) na muuzaji amepokea fedha hiyo
na kulabidhi shamba. Hivyo (C) HAKUNA DENI (D) kati ya pande
zote.

A. Note, B. Nusu/Robo/Theluthi, C. Hakuna deni na D. Kuna deni

SAHIMI YA MUUZAJI

SAHIMI MNUNUZI

MASHAHIDI WA MUUZAJI

1. WAZIRI ZAIDU MWESHEHE

SAHIMI

2.

SAHIMI

3.

SAHIMI

4.

SAHIMI

MASHAHIDI WA MNUNUZI

1. ERNEST JOHANNI PANGANI

SAHIMI

2.

SAHIMI

3.

SAHIMI

4.

SAHIMI

MASHAHIDI WA SERIKALI YA MTAJA/KIJIKI/KITONGOJI

1. BONDA RAJABU ROSABU

SAHIMI

2. RAHELI A. ABUELI

SAHIMI

3. ISSA ZAHORO MZEE

SAHIMI

09.03.2020

ATISA MTENDAJI
KIJIKI CHA TANDA

MBELE YA USHAHIDI:

JINA LA MUUZAJI: JELENATHI ZAIDU MWISHHE

SAHIHI: *Jejenathi Zaidu*

MWENYEKITI WA KIJJI: BONIM

SAHIHI: *Bonim*

WAZIRI WA KIJJI: WAZIRI
KIJILI: WAZIRI WA KIJILI
TAREHE: 09.03.2020

MJUMBE WA SERIKALI YA KIJJI: WAZIRI ABDULLAH WAZIRI

SAHIHI: *Abdullah Waziri*

NAKALA:

NGUGU: MAURICE LEO AWITI

AFISA MTENDAJI KATA- KINOLE

MH.DIWANI KATA YA KINOLE

HALIMASHAURI YA KIJIKI CHA TANDAI
MUKATABA WA MAUZIARO YA ENEO/SHAMBA

ALLY ABUHI HIJA

MUNIRICE LED AWITI

ALLY ABUHI HIJA

MUNIRICE LED AWITI

09.03.2020

Kitambulizi cha eneo/shamba namba...
MUNIRICE LED AWITI
TANDAI Jata ya MINOLE Wilaya ya MOROGORO Mkoa wa MOROGORO

Kinachubwa kowa eneo/shamba hii ni kutokana na mali yangu kutibi na vipwani kuhwa zinatani na kwamba lakuna mtu mwingine atakayepoteza kutoa munda juu ya uhalali au umilili wa shamba hii. Endapo itatibwa kowa nimefanya uloghar, niko tayari kuondisha fedha za mauziaro na rufu, fidia na kuchukuliwa hatua za kisheria.

Kwa upande wa KASKAZI eneo/shamba hii linapakana na ndugu ZAKARIA DMARY KUSINI linapakana na ndugu FID MUMVARI na THEBETH MASHARIKI linapakana na SUBIRA SHABANI. Kwa upande wa MAGHARIBI linapakana na ndugu MATHUSIRA SHOMARY.

Wahusika kaula mikataba hii tunakubachana kuziana shamba tajwa hipo juu kwa bei ya fedha za kitanzania shilingi (kwa tar zamu) 1000,000/= (kwa maneno) MILIONI MOJA TU.

Munuzi ametoa fedha (A) NOTE (B) na muuzaji amepokna fedha hiyo na kutabidhi shamba hivyo (C) HAKUNA DENI (D) kati ya pande zote.

A. Yote, B. Nusu/Robo/Thelethi, C. Hakuna deni na D. Kuna deni

SAHIBI YA MUUZAJI
SAHIBI MNUZI: *[Signature]*

MASHAHIDI WA MUUZAJI
1. SAHIBI
2. SAHIBI
3. SAHIBI
4. SAHIBI

MASHAHIDI WA MNUZI
1. ERNEST JOHNSON PATELLI SAHIBI *[Signature]*
2. SAHIBI
3. SAHIBI
4. SAHIBI

MASHAHIDI WA MSHAHIDI YA MTAJI ZIKIJI KTONYONI
1. BONDA R. RAJABLI SAHIBI *[Signature]*
2. RAHELI X. ABDELLI SAHIBI
3. ZULFA MICHAMED SAHIBI *[Signature]*

AFISA MTENDAJI
KIJIKI CHA TANDAI

MBELE YA USHAHIDI:

JINA LA MUUZAJI: ALIYI ABU HISA

SAHIHI: _____

MWENYEKITI WA KUUJI: BOMBA RAJABU RAJABU

SAHIHI: _____

MWENYEKITI
KUUJI CHA TANCAI KINOLE
TAREHE 09/03/2020

MJUMBE WA SERIKALI YA KUUJI: WADIRI ABDALLAH

SAHIHI: _____

NAKALA :

NGUGU: MAURICE LEO AWITI

AFISA MTENDAJI KATA- KINOLE

MH. DIWANI KATA YA KINOLE

HALIMASHAURI YA KIJIKI CHA TANDA
MKATABA WA MAUZIANO YA ENDO/SHAMBA

1. MAMUNUZI: MAMLUURA JIMONYI SELEMANI
2. MAMUNUZI: MAURICE LEO AWITI
3. MAMUNUZI: MAMLUURA JIMONYI SELEMANI

Maunuzi ametoa fedha (A) YOTE, (B) NA MUUZAJI ANEPOLEA FEDHA BIYO NA KULIBIDIHI SHAMBA HIIYO (C) HAKUNA DENI (D) TARI YA PAMBE YOTE

Shamba hili lina ukwazi wa eneo kama kuwavo
Urefu fedha na Upana Kila
Lata ya 2 1/2 Kikopo katika eneo la Mtaa/Mitongoji cha NYANGE, Kijiji cha TANDA, Lata ya KINOLE, Wilaya ya MROGORO, Mkoa wa MROGORO.

Binafsihi kuwa eneo/shamba hili inatofuza ni makayangu halisi na sawabu kuliweka rehani na kwamba hakuna mtu mwingine atakayepoteza kutoa mada juu ya ghata au umiliki wa shamba hili. Endapo itathibitika kuwa nimefanya ulaghai, nitokuya tawala kurudisha fedha za mauziano na riba, fedha na kuchololwa hatua za kufunga.

Kwa upande wa KASKAZINI eneo/shamba hili linapakana na ndugu KUSINI linapakana na ndugu MASHARIKI linapakana na na kwa upande wa MAGHARIBI linapakana na ndugu

Wamesikika katika mitalaia huu tunakubaliana kuibana shamba tajwa hapo juu kwa bei ya fedha za kitaruzania shilingi (kwa tarakimu) 600,000/- (kwa maneno) TAKI SITA TU.

Maunuzi ametoa fedha (A) YOTE, (B) NA MUUZAJI ANEPOLEA FEDHA BIYO NA KULIBIDIHI SHAMBA HIIYO (C) HAKUNA DENI (D) TARI YA PAMBE YOTE

A. Yote, B. Nusu/Robo/Theluthi, C. Hakuna deni na D. Kuna deni
SAHIBI YA MUUZAJI: M. Sema
SAHIBI MURURI: M. Sema

MASHAHIDI WA MUUZAJI
1. HARIITHI MUKHA KOSUMBE SAHIBI: H. Sema
2. SAHIBI
3. SAHIBI
4. SAHIBI

MASHAHIDI WA MAMUNUZI
1. ERNEST JIMONYI PANIGANI SAHIBI: E. Jimonyi
2. SAHIBI
3. SAHIBI
4. SAHIBI

MASHAHIDI WA SEBIKALI YA MTAJI/KUJI/KITONGOJI
1. BOMBA R. RAGABU SAHIBI: B. Ragabu
2. RAHOLI A. ABDUL SAHIBI: R. Raholi
3. ZULFA MOHAMED (MUMBE/ROU) SAHIBI: Z. Mohamed
4. SAHIBI

TARI YA 09.03.2020

AFISA MTENDAJI
KIJIKI CHA TANDA

MBELE YA USHAHIDI:

JINA LA MUUZAJI: MATUNURA JENABY SELEMANI

SAHIHI: *M. Selemani*

MWENYEKITI WA KIJUJI: BONDU PETAU RAJABU

SAHIHI: *B. Petau* MWENYEKITI
KIJUJICHA TANDAI: KINOLE
DREHE 29.03.2020

MJUMBE WA SERIKALI YA KIJUJI: ZULFA NAWNEED

SAHIHI: *Z. Nawned*

NAKALA :

NGUGU: MAURICE LEO AWITI

AFISA MTENDAJI KATA- KINOLE

MH.DIWANI KATA YA KINOLE

HALIMASHAURI YA KIJIKI CHA TANDAJ
 MKATABA WA MAUZIANO YA ENEO/SHAMBA

1. MUAZAJI ISMAIL ATHUMANI MROGORO

2. MANDUZI MAURICE LED AWITI

ISMAIL ATHUMANI MROGORO

Maandao yaliyo yangu hii kutafika hivyo na mfu vyote na kwa kasi mepaka kama yaliyo
 enenyesha eneo la shamba hiki MAURICE LED AWITI tarehe 09-03-2020

Shamba hiki lina batabwa wa eneo kama ilivyavyo:

Ufuta M... na Upanda M... Su linakodirwa kuwa ni...

(1) MBILI (2) lililopo kati ya eneo la Mtaa/Kitongoji cha DOGA kiji cha

TANDAJ kati ya KIROLO Wilaya ya MROGORO Mkoa wa MROGORO.

Hathibitisha kuwa eneo/shamba hiki inalidhara ni mali yangu halali na siwala
 kubwika rehani na kwanza hukungu ntu mwingine atakayejitokeza kutoka maadani juu ya uliraji
 au umili wa shamba hiki. Endapo hatibitika kuwa ni mofanya ulagha niko tayari kurodisha
 fedha za mauzi ano na riba, fidia na kuchukuliwa hatua za kisheria.

Kwa upande wa KASKAZINI eneo/shamba hiki linapakana na ndapu
 FIDA YA MUGWI KUSINI linapakana na ndapu SAID ATHUMANI MASHARIKI
 linapakana na KALIMATI JEMBE, LULIANI MANDUZI na kwa upande wa MAGHARIBI linapakana na
 ndapo MTD MURUGAZI.

Wahusika katika mkataba huu tunakubaliana kuuziana shamba (ajwa hapo juu kwa bei ya
 fedha za kitaruzania shingii (kwa kizkimu) 7,500,000 Ls (kwa maneno)

MILIONI SABA DHA LAHI TANDAJ TU.

Mauuzaji ametoa fedha (A) YOTE K (B) na muuzaji amepokea fedha hiyo
 na kulabidhi shamba. Hivyo (C) HAKUTU BETA (C), (D) kati ya pande
 zote.

A. Yote, B. Nusu/Robo/Theluthi, C. Haba na deni na D. Kuna deni

SABHI YA MUUZAJI ISMAIL ATHUMANI

SABHI MANDUZI MAURICE LED AWITI

MASHAHIDI WA MUUZAJI
 1. KESSI RAHIB MAMURU SABHI Rashid

2. SABHI

3. SABHI

4. SABHI

MASHAHIDI WA MANDUZI
 1. ERNEST SIKHOSOM PATIGANI SABHI

2. SABHI

3. SABHI

4. SABHI

MASHAHIDI WA SIPIALITA MTAJI/KUJI/KITONGOJI
 1. RAMBO RABABU RABABU SABHI

2. RUTHELI A. ABDELEI SABHI

3. ISSA ZAHORO MZOEI SABHI

TAREHE 09-03-2020

AFISA MTENDAJI
 KIJIKI CHA TANDAJ

MBELE YA USHAHIDI:

JINA LA MUUZAJI: ISMAIL AHMED MARI CASBORO

SAHIHI: 

MWENYEKITI WA KIJJI: BDMWA RAJABU MACHU

SAHIHI:  MWENYEKITI
KIJIVI CHA TAILAL, KINOLE
TAREHE: 09.03.2020

MJUMBE WA SERIKALI YA KIJJI: SULTA MOHAMMED

SAHIHI: 

NAKALA:

NGUGU: MAURICE LEO AWITI

AFISA MTENDAJI KATA- KINOLE

MH.DIWANI KATA YA KINOLE

HALMASHAURI YA KIJJI CHA BAGIRO

MKATABA WA MAUZIANO YA ENEO /SHAMBA

1 MUUZAJI MUSTAFA RAMADHANI ALMASI

2 MNUNUZI MAURICE LEO AWITI

MIMI MUSTAFA RAMADHANI ALMASI mmiliki wa shamba bila kulazimishwa na mtu yoyote nikiwa na akili zangu timamu nimeamua kumuuzia shamba langu ndugu MAURICE L. AWITI leo tarehe 12/03/2020 shamba hili lina ukubwa wa eneo kama ifuatayo.

Urefu mita na upana mita au linakadiriwa kuwa na ukubwa wa hekari 9 lilipo katika eneo la mtaa/kitongoji cha kijihi cha BAGILO Kata ya TEGETERO Wilaya ya MOROGORO Mkoa wa MOROGORO.

Ninathibitisha kuwa eneo/shamba hili ninalouza ni mali yangu halali sijawahi kuweka rehani na kwamba hakuna mtu mwingine atakayejitokeza kutoa madai juu ya uhalali au umilki wa shamba hili. Endapo itathibitika kuwa nimefanya ulaghai, niko tayari kurudisha fedha za mauziano na riba, fidia na kuchukuliwa hatua za kisheria.

Kwa upande wa KASKAZINI eneo/shamba hili linapakana na ndugu MUSSA MGAMBO, KUSINI linapakana na ndugu ABDUL ATHUMANI MASHARIKI linapakana na KIBENA WAZIRI na kwa upande wa MAGHARIBI linapakana na ndugu KHAMISI OMARY

Wahusika katika mkataba huu tunekubaliana kuuziana shamba tajwa hapo juu kwa bei ya fedha za kitanzania shilingi (kwa tarakimu) 4 500 000/= (kwa maneno) MILIONI NNE NA LAKI TANO TU.

Mnunuzi ametoa fedha (A) YOTE (B) na muuzaji amepokea fedha hiyo na kukabidhi shamba. Hivyo (C) HAKUNA DENI (D) Kati ya pande zote.

A. Yote B. Nusu/Robo/Theluthi, C. Hakuna deni na D kuna deni

SAHIHI YA MUUZAJI [Signature]

SAHIHI YA MNUNUZI [Signature]

MASHAHIDI WA MUUZAJI

1. KIBENA WAZIRI SAHIHI
2. KHAMISI OMARY SAHIHI
3. MUSSA MGAMBO SAHIHI
4. ABDUL ATHUMANI SAHIHI

MASHAHIDI WA MNUNUZI

1. KESSY R. MAVUNDE SAHIHI [Signature]
2. ERNEST J. PANGANI SAHIHI [Signature]
3. SAHIHI
4. SAHIHI

MASHAHIDI WA SERIKALII YA MTA/KIJJI/KITONGOJI

1. SIJALI SHABANI SAHIHI
2. HAMIMI M. IDDI SAHIHI [Signature]
3. ZAIDI S. MLEEKE SAHIHI [Signature]
4. NASSIRO K. LUKWELE SAHIHI [Signature]

AFISA MIENDAU
KIJJI CHA BAGIRO
MATAA YA TEGETERO

MBELE YA USHAHIDI

JINA LA MUUZAJI: MUSTAFA RAMADHANI ALMASI

SAHIHI: 

MWENYEKITI WA SERIKALI YA KIJILI: ZAIDU S. MLEKE

SAHIHI: 

MWENYEKITI

KIJILI GHA-BAGILO

WEVA YA TEGETERO

NAKALA

1. NDUGU MAURICE L. AWIT
2. WEO - TEGETERO
3. MH. DIWANI - KINOLE

HALMASHAURI YA KIJJI CHA BAGIRO

MKATABA WA MAUZIANO YA ENEO /SHAMBA

1 MUUZAJI KHAMISI OMARY

2 MNUNUZI MAURICE LEO AWITI

KIMI KHAMISI OMARY miliki wa shamba bila kulazimishwa na mtu yoyote
nikwa na akili zangu tinaamua kumuuzia shamba langu ndugu MAURICE L. AWITI leo
tarehe 13/03/2020 shamba hili lina ukubwa wa eneo kama ifuatayo

Urefu mita na upana mita au linafadiriwa kuwa na ukubwa wa hekari 1 liipo
katika eneo la mitaa/kitongoji cha kiji cha BAGIRO kata ya TEGETERO Wilaya ya
MOROGORO Mkoa wa MOROGORO

Ninathibitisha kuwa eneo/shamba hili ninalouza ni mali yangu halali sijawahi kuweka rehani na kwamba hakuna
mtu mwingine atakayejitokeza kutoa madai juu ya ubatali au umilki wa shamba hili. Endapo itathibitika kuwa
nimefanya ulaghai, niko tayari kurudisha fedha za mauziano na riba, fedha na kuchukuliwa natua za kisheru.

Kwa upande wa KASKAZINI eneo/shamba hili linapakana na ndugu SALMA HAMISI KUSINI
linapakana na ndugu MAURICE L. AWITI MASHARIKI linapakana na
ROCK S. MLALAWI na kwa upande wa MAGHARIBI linapakana na ndugu
MLEME ABDALA

Wahusika katika mkataba huu tunekubaliana kuuziana shamba tajwa hapo juu kwa bei ya fedha za kitanzania
shilingi (kwa tarakimu) 1000 000/= (kwa maneno)
MILIONI MWA TU.

Mtanzaji ametoa fedha (A) YOTE (B) na muuzaji amepokea fedha hiyo na kukabidhi
shamba. Hivyo (C) HAKUNA DENI (D) Kati ya pande zote.
A. Yote B. Nusu/Robo/Thelethi, C. Hakuna deni na D kuna deni

SAHIHI YA MUUZAJI KHAMISI OMARY H. OJIA

SAHIHI YA MNUNUZI Maurice

MASHAHIDI WA MUUZAJI

- 1. SALMA HAMISI SAHIHI
- 2. MAURICE LEO AWITI SAHIHI Maurice
- 3. ROCK S. MLALAWI SAHIHI
- 4. MLEME ABDALA SAHIHI

MASHAHIDI WA MNUNUZI

- 1. KESSY R. MAVUNDE SAHIHI Basindi
- 2. ERNEST J. PANGANI SAHIHI Ernest
- 3. SAHIHI
- 4. SAHIHI

MASHAHIDI WA SERIKALI YA MTAAKIJI/KITONGOJI

- 1. SIJALI SHABANI SAHIHI
- 2. HAMIMU M. IDDI SAHIHI Hamimu
- 3. ZAIDI S. MLEKE SAHIHI Zaidi
- 4. NASSORO K. LUKWELE SAHIHI Nassoro

WAZA MENDAJI
KIJJI CHA BAGIRO
KATA YA TEGETERO

MBELE YA USHAHIDI
JINA LA MUUZAJI

KHAMISI OMARY

SAHIHI

[Signature]

MWENYEKITI WA SERIKALI YA KIJILI ZAIU S. MLEKE

SAHIHI

[Signature]

MWENYEKITI
KIJILI CHA BAGIAS
WATA YA TEGETERO

NAKALA

1. NDUGU MAURICE L. AWIT
2. WEO - TEGETERO
3. MH. DIWANI - KINOLE

JAMHURI YA MUUNGANO WA TANZANIA HALMASHAURI YA WILAYA YA MOROGORO

OFISI YA MWENYEKITI WA KUIJI/KITONGOJI/MTENDAJI KUIJI

KUIJI CHA TANDAI,

KATA YA KINOLE

TAREHE 14/08/2020

HAI; MAKUBALIANO YA MAUZIANO YA SHIMBA KATI YA NDUGU KIMOTJA SHABANI ALY NA
NDUGU MAURICE LED AWIT.

MUUZAJI KIMOTJA SHABANI ALY SAHIHI YAKE

MNUNUZI MAURICE LED AWIT SAHIHI YAKE

MAELEZO; NDUGU KIMOTJA SHABANI ALY AMEMUZIYA SHIMBA NDUGU MAURICE LED AWIT LILILOPO

KATIKA ENEO LA TANDAI KITONGOJI CHA NYANGE KWA THAMANI YA

SHILINGI MILIONI MOJA IAKI TATU NA 1,350,000 AMELIPA KIASI CHA

SHILINGI MILIONI MOJA IAKI TATU NA 1,350,000 DENI LIMEBAKI SHILINGI HAKUNA AMBAZO ATALIPA

TAREHE HAKUNA

MIPAKA YA ENEO

MASHARIKI SUBIRIA SHABANI ISA MAGHARIBI AHMADI RASHIDI RASHIDI

KUSINI MAURICE LED AWIT KASKAZINI AHMADI RASHIDI RASHIDI

VILIVYOMO NDANI YA ENEO MAENESS 1 NA MZUENBE 1.



MAKUBALIANO HAYA YAMEFANYIKA KWA RIDHAA YA PANDE ZOTE MBILI NA MBELE YA MASHAHIDI WA FUATAO


MASHAHIDI UPANDE WA MUUZAJI

1. SELEMANI ALY NASSORO SAHIHI YAKE  DOLE GUMBA 

2. ZAIMUNA RASHIDI SAHIHI YAKE  DOLE GUMBA 


MASHAHIDI UPANDE WA MNUNUZI


1. ERNEST JOHNSI PANGANI SAHIHI YAKE  DOLE GUMBA 

2. KISSY RASHIDI MAMVURE SAHIHI YAKE  DOLE GUMBA 

MAKUBALIANO HAYA YAMEFANYIKA MBELE YA MWENYEKITI WA KUIJI/KITONGOJI/MTENDAJI WA KUIJI/KATA

KWA AJILI YA KUTHIBITISHA

JINA RAHELI A. ABUDEL SAHIHI YAKE 

JINA: BOMBA R. PANGANI JANI: 

CEO: MWENYEKITI WA KUIJI

MUHURI WA OFISI: AFISA MTENDAJI KIJAJI CHA TANDAI

MUHURI:

MWENYEKITI KIJAJI CHA TANDAI: KINOLE TAREHE 14/08/2020

JINA: ALY SWALEHE SHOMARY

CEO: MWENYEKITI WA KITONGOJI NYARGE

SAHIHI: 

MUHURI: MW/KITONGOJI NYARGE KIJAJI CHA TANDAI

JAMHURI YA MUUNGANO WA TANZANIA HALMASHAURI YA WILAYA YA MOROGORO


OFISI YA MWENYEKITI WA KIJJI/KITONGOJI/MTENDAJI KIJJI


KIJJI CHA TANDA

KATA YA KINOLE

TAREHE 17/08/2020

HAI; MAKUBALIANO YA MAUZIANO YA SHIMBA KATI YA NDUGU AHMAD RAHID RAHID
 NDUGU MAURICE LED AWITI

MUUZAJI AHMAD RAHID RAHID SAHIHI YAKE 

MNUNUZI MAURICE LED AWITI SAHIHI YAKE 

MAELEZO; NDUGU AHMAD RAHID RAHID AMEMUZIA SHIMBA NDUGU MAURICE LED AWITI
 KATIKA ENEO LA TANDA KITONGOJI CHA NYANGE KWA THAMANI YA

SHILINGI MILIONI MBILI TU (2,000,000) AMELIPA KIASI CHA

SHILINGI MILIONI MBILI TU (2,000,000) IDENI LIMBAKI SHILINGI HAKUNA AMBAZO ATALIPA

TAREHE HAKUNA

MIPAKA YA ENEO


MASHARIKI MAURICE LED AWITI MAGHARIBI AKHUMARI J. MAMUMBA


KUSINI MAURICE LED AWITI KASKAZINI MUSA RAJABU MWINYIMBA

VILIVYOMO NDANI YA ENEO NYANGE 4, mitalakani, mtaa 1 na mtaa 2


MAKUBALIANO HAYA YAMEFANYIKA KWA RIDHAA YA PAMBE ZOTE MBILI NA MBELE YA MASHAHIDI WA FUATAO


MASHAHIDI UPANDE WA MUUZAJI

1. PRASRU OMARY PRASRU SAHIHI YAKE  DOLE GUMBA

2. ALLY SWALEHE SHIMBARY SAHIHI YAKE  DOLE GUMBA


MASHAHIDI UPANDE WA MNUNUZI

1. ERNEST JOHNSON ANAMBI SAHIHI YAKE  DOLE GUMBA

2. MARY RAHID MAMUMBA SAHIHI YAKE  DOLE GUMBA


MAKUBALIANO HAYA YAMEFANYIKA MBELE YA MWENYEKITI WA KIJJI/KITONGOJI/MTENDAJI WA KIJJI/KATA

KWA AJILI YA KUTHIBITISHA

JINA RAHID A. RAHID SAHIHI YAKE 

MUHURI WA OFISI AFISA MTENDAJI KIJJI CHA TANDA

MBELE YA:

JINA: BONGA R. RAJABU SANTI 

CHED: MWENYEKITI WA KIJJI

MUHURI:

MWENYEKITI KIJJI CHA TANDA: KINOLE
 TAREHE 17/08/2020

KWA UTHIBITISHO KUTOKA KWA:

JINA: ALLY SWALEHE SHIMBARY

CHED: MWIKITI WA KITONGOJI

SAHIHI: 

MUHURI: MWIKITONGOJI NYANGE KIJJI CHA TANDA

MKATABA WA MAUZO YA SHAMBA

Mkataba huu wa mauziano umefanyika leo Tarehe 27 Mwezi
08 Mwaka 2020.

KATI YA

HUSEIN ALIY MACHAGA (CHIEF KINGALU XV) wa kijiji cha Tandai Mtamba, kata ya Kinole, wilaya ya Morogoro Vijijini katika mkoa wa Morogoro (Ambaye kwenye makataba huu atajulikana kama 'MUUZAJI') kwa upande mmoja;

NA

MAURICE LEO AWITI, mkazi wa mtaa wa Minazini, kata ya Kurasini, wilaya ya Temeke, jijini Dar es Salaam (Ambaye kwenye mkataba huu atajulikana kama 'MNUNUZI') kwa upande mwingine.

KWA KUWA Muuzaji ni mmiliki halali wa shamba la LWANGILENI lililopo kijiji cha Amini, kata ya Kinole, Wilaya ya Morogoro Vijijini, mkoa wa Morogoro amekubali kuuza shamba hilo.

NA KWA KUWA Mnunuzi ameonyesha nia ya kununua shamba hilo toka kwa Muuzaji kwa makubaliano yafuatayo:


KWA HIYO BASI, MKATABA HUU UNAONYESHA KAMA IFUATAVYO;

- 1.0 Kwamba eneo linalouzwa lina ukubwa wa Heka Kumi na Moja (11) na limepakana na maeneo ya wamiliki wafuatao:-
 - Kaskazini -
 - Kusini -
 - Mashariki-
 - Magharibi -
- 2.0 Kwamba bei ya heka moja (1) ni shilingi Milioni Moja na Laki Tano tu (Tshs.1,500,000/=) na bei ya Heka Kumi na Moja (11) ni jumla ya shilingi Milioni Kumi na Sita na Laki Tano tu (Tshs.16,500,000/=).

- 3.0 Kwamba wakati wa kusaini mkataba huu Mnunuzi amemlipa Muuzaji kiasi cha shilingi Milioni Kumi na Mbili (Tshs. 12,000,000/=)tu.
- 4.0 Kwamba Muuzaji na Mnunuzi wamekubaliana kuwa Mnunuzi atamalizia kiasi cha shilingi Milioni Nne na Laki Tano (4,500,000/=) ndani ya miezi miwili baada ya kusaini mkataba huu.
- 5.0 Muuzaji anathibitisha kwamba ardhi hiyo inayouzwa haina madeni wala mgogoro wowote na yuko tayari kuwajibika kisheria iwapo itatokea vinginevyo.
- 6.0 Kwamba baada ya kusaini mkataba huu muuzaji atamkabidhi mnunuzi eneo hilo la ardhi na mnunuzi yuko huru kufanya shughuli zake katika eneo hilo.
- 7.0 Kwamba kwa kusaini mkataba huu, muuzaji anakiri na anathibitisha kupokea fedha taslimu za manunuzi ya shamba hilo kama kifungu cha 3.0 hapo juu.

MKATABA HUU UMESHUHUDIWA NA SAINI ZA WAHUSIKA KAMA INAYOONHEKANA HAPA CHINI:

Umesainiwa na kutolewa hapa Morogoro na
HUSEIN ALIY MACHAGA leo tarehe _____ mwezi
 _____ 2020



 MUUZAJI

MBELE YANGU
 SAHIHI
 JINA
 ANUANI
 CHEO

Arifa

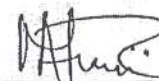
ARIFA ARABI RABAY

1880, MOROGORO

VEO - AMINI

AFISA MTEMBAGA
 MJIJI CHA ANINI
 WATA - K NOLE

Umesainiwa na kutolewa hapa Morogoro na
MAURICE LEO AWITI leo tarehe 27 mwezi
08 2020



 MNUNUZI

MBELE YANGU
 SAHIHI
 JINA

Arifa

ARIFA ARABI RABAY

ANUANI
CHEO

1880 MURAGORO
VEO

AFISA MTFINDA
KIJUJI CHA AMINI
ATA-K NOLE

MAJIRANI

1. Magharibi
2. Mashariki:
3. Kusini:
4. Kasikazini:

Saini: _____
Saini: _____
Saini: _____
Saini: _____

HALIMASHURI YA KIJIKI CHA TANDA
MKATABA WA MAUZIANO YA ENEO/SHAMBA

1. MSHAHIDI THABITI MALIKA KAVUNDE
2. MNUNUZI MAURICE LEO AWITI
3. THABITI MALIKA KAVUNDE

Maandao kwa fedha za kuuji binafsi kutokana na mchango wa kazi kama mshahidi wa kazi
ambao hujitokeza kwa kazi shamba kutoka MAURICE LEO AWITI tarehe 09.08.2020
shamba hili lina ukoba wa eneo lama hujavyo

Udeni kwa eno/Upanda Taha au binafsi kwa kazi na kazi wa
Fedha 2 (MILI) lililopo katika eno la KAZI/Kitongoji cha NYANGE
TANDA) kata ya KINOLE Wilaya ya NORDOBU Mkoa wa MORDORO

Imachibitisha kuwa eneo/shamba hili binafsi za mli yangu ililali na shawari
kuliwika rihani na kwamba hakuna mtu mwingine atakayejitokeza kotoa mada juu ya uhalali
au umili wa shamba hili. Endapo itatibitika kuwa nimefanya ulapha, niko tayari kurudisha
fedha za mauziano na riba, hida na kuchokulwa betu za kisheria

Kwa upande wa KASKAZINI eneo/shamba hili inapatana na ndugu
MOHAMED ABULLAHUSINI inapatana na ndugu MAURICE LEO AWITI MASHARIKI
inapatana na HTO MUKUMBAZI na kwa upande wa MAGHARIBI inapatana na
ndugu MAURICE LEO AWITI

Wahusika katika nikatiba juu tunda ghalana kuziana shamba tajwa hapo juu kwa fedha
fedha za kibanzania shilingi (kwa tarakimu) (1,000,000.00) (kwa maneno)
MILIONI MOJA TU

Mnunuzi ametos fedha (A) YOTE (B) na muuzaji amepokea fedha hiyo
na kila bidhi shamba. Hivyo (C) HAKUNA DENI (D) katika pande
zote

A. Yote, B. Rusu/Robo/Theluthi, C. Hakuna deni na D. Kuna deni

SAHIHI YA MUUZAJI

SAHIHI MNUNUZI

MASHAHIDI WA MUUZAJI

1. LINDUSURA JEMORY
2. MUKHO MALIKA KAVUNDE

SAHIHI

SAHIHI

SAHIHI

SAHIHI

MASHAHIDI WA MNUNUZI

1. ERNEST JOHNSON PANGANI

SAHIHI

SAHIHI

SAHIHI

SAHIHI

MASHAHIDI WA SHERIKALI YA MTAJI/KITONGOJI

1. BONDU R. RASABU
2. RAHELI A. ABUELI
3. WAZIRI ABDULLAHI WAZIRI

SAHIHI

SAHIHI

SAHIHI

TAREHE 09.08.2020

AFISA MTENDAJI
KIJIKI CHA TANDA

JAMHURI YA MUUNGANO WA TANZANIA HALMASHAURI
YA WILAYA YA MOROGORO

BARAZA LA MWENYEKITI KITONGOJI CHA UNYANGE KIJJI CHA
TANDAI KATA YA KINOLE S.L.P 1880TANDAI KINOLE MOROGORO (V).

MAKUBALIANO YA MAUZO

Makubaliano haya ya mauzo yamefanyika leo tarehe 27-8-19 mwezi
08 mwaka 2019 kwenye baraza la Mwenyekiti wa Kitongoji.

Kati ya IBRAHIM M. KAVUUME wa S.L.P 1880, Tandai Kinole
Morogoro ambae ndio muuzaji/wauzaji.

Na REO AWITI
Ndugu MAURICE MAURICE wa S.L.P 1880, Tandai Kinole
Morogoro ambae ndio mnunuzi / wanunuzi.

Ambapo muuzaji / wauzaji ni mmiliki/wamiliki halali wa shamba hilo lililopo katika
kitongoji cha Nyange kijiji cha Tandai Kata ya Kinole Tarafa ya Mkuyuni.

Shamba lina mipaka ifuatayo Kaskazini imepakana

na MAURICE REO AWITI Kusini MTO MKUNGAZI

Mashariki MUHAMMEDI ABDARAH Magharibi MAURICE REO AWITI

shamba lina aina ya MUWA, MIEMBE, MITOGO, PIPUMANGA, MAGIMB NA MIBOMBA

MCHORO/RAMANI



Na ambapo muuzaji / wauzaji wametamani kuuza shamba bila kushawishiwa na mtu yeyote .

Na ambapo mnunuzi/wanunuzi ametamani kununua shamba hilo kwa makubaliano yafuatayo: kiasi cha shilingi za Kitanzania Tsh. (1,000,000 FSh) kwa maneno MILIONI MOJA TASLIMU

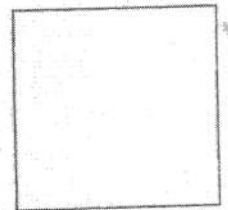
Wauzaji watakabidhi shamba kwa mnunuzi watakapolipwa pesa zote. Wauzaji wa familia watawajibika kuonyesha mipaka yote kwa viongozi husika na mnunuzi na endapo kutatokea migogoro yoyote ya katika umiliki wa shamba hilo wauzaji watawajibika kutatua migogoro hiyo.

Mnunuzi amelipa kiasi Tsh. 1,000,000 FSh KIASI CHOTE

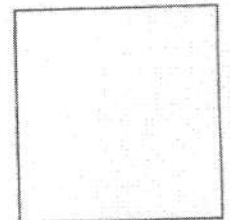
KATIKA USHAHIDI

Pande zote zimekubaliana na kufikia maamuzi **IMESAINIWA NA KUPOKELEWA NA:**

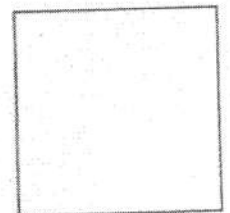
1. HABIBI MALIKA KAVUNDE Saini [Signature]



2. MRISHO M. KAVUNDE Saini [Signature]



3. _____ Saini _____



JAMHURIA YA MUUNGANO WA TANZANIA
HALMASHAURI YA MURUGO YA MOROGORO VIJILINI
BARAZA LA MWENYEKITI WA KITONGOJI CHA NYANGE

S.L.P 1880
MOROGORO (VI)
TAREHE 11/8/2019

HATI YA MAUZIANO YA SHAMBA KATI

YA

Ndugu MANUSURA SHOMARI SELEMANI (MUUZAJI)

Wa S.L.P. 1880. TANDAI - NYANGE.

NA.

Ndugu SPICE UP LTD (MNUNUZI)

Wa S.L.P. 1880

Mahuziano hapa yamefanyike mbele ya BARAZA LA MWENYEKITI WA
KITONGOJI CHA NYANGE.

Muuzaji Ndugu, MANUSURA S. SELEMANI Ametamani

kumuuzia shamba lake Ndugu, SPICE UP LTD Kwa

samani ya Shilingi LAKI TATU KAMILI (kwa maneno)

Tsh. 300000/= (kwa tarakimu) bila ya kushawishiwa na pande

yoyote na Mnunuzi Ndugu, SPICE UP LTD

Ametamani kununua shamba hili kwa samani ya Shilingi LAKI

TATU KAMILI (kwa maneno) Tsh. 300000/= (kwa tarakimu)

Shamba hili lipo marenec ya NYANGE KIJJI TANDAI lenye ukubwa wa eka 1

Muuzaji atawajibika kutoa ufatanuzi endapo utatokea hali yoyote ya utafanuzi.

Muuzaji amekabidhi shamba kwa Mnunuzi pale alipokabiziwa kiasi chote cha fedha.

SHAMBA HILI LIMEPAKANA KAMA IFUATAVYO:-

KUSINI AMEPAKANA NA ALLY ABU HIJA *Rajia*

MASHARIKI AMEPAKANA NA ALLY ABU HIJA *Rajia*

KASIKAZINI AMEPAKANA NA ZAKARIA D. SELEMANI

MAGHARIBI AMEPAKANA NA SAUDA M. SHOMARI *S. Manigara*

MAUZIANO HAYA YAMEFANYIKA MBELE YA BARAZA LA MWENYEKITI

SAHIHI ZA WAJUME

1. HASHIRI RAJABU SAKUMU
2. RAMADHANI RAJABU PAULY + *Ramadhan*
3. SAKIYA SHABANI SAIDA +
4. ZAINABU AHMADI OMARI + ZAINABU HAKIMI OMARI
5. RAMADHANI MALIKA KAVUNDE + *[Signature]*

SAHIHI YA MUUZAJI *[Signature]*

SAHIHI YA MNUNUZI *[Signature]*

TAREHE 11/08/2019

MUHURI WA MWENYEKITI WA KITONGOJI WA KITONGOJI NYANGE
KIJJI CHA TANDAI

JAMUHURI YA MLUNGANO WA TANZANIA
HALMAHAURI YA WILAYA YA MOROGORO VIJINI

KAMATI YA MWENYEKITI WA
KITONGOJI CHA NYANGE
TANDA KATA KINOLE
S.L.P 1880
MOROGORO
TII

MAKUBALIANO YA MAUZIANO

Makubaliano hayo ya mauzo yamefanyika siku ya atarehe 27 mwezi 2019 mwaka 08
10:43. Na wajumbe wa Kitongoji cha Nyange Kijiji cha Tandai kata ya Kinole kati ya
MAURICE LEO AWITI S.L.P 1880 Kinole Morogoro vijini ambaye ndiye Mmuuzaji
katika pande nyingine. SAUDA MANUSURA SHOMARI

Ambapo muuzaji ni mmiliki halali wa shamba hilo lililopo kitongoji cha Nyange Kijiji cha Tandai
kata ya Kinole tarafa ya Mkuyuni lenye mipaka ifuatayo, kaskazini amepakana na
MAURICE LEO AWITI magharibi amepakana na SALIMA SHABANI
mashariki amepakana na IDDI HIJA na kusini amepakana na
DILUNGA SADI

Thamani ya mauziano.

Muuzaji ametamani kuuza shamba hilo bila ya kushawishiwa na pande yoyote, Mnunuzi ameamua kununua eneo hili kwa makubaliano yafuatayo:-

Kiasi cha shilingi za kitanzania Tshs 300,000 F.Tshs ambapo muuzaji ndugu
SAUDA MANUSUBA SHOMARI ameuza shamba hilo na mnunuzi
MAURICE LEO AWITI amenuua shamba hilo kiasi chote cha shilingi za kitanzania
Tshs 300,000 F.Tshs Kalipa kwa mara moja.

Muuzaji amekabidhiwa shamba hilo kwa mnunuzi pale alipo kabidhiwa kiasi hicho cha pesa.

Muuzaji SAUDA MANUSUBA SHOMARI atawajibika iwapo kutatokea hali yoyote ya kutatanisha baada
juu ya umiliki wa shamba hilo, muuzaji ni wajibu wake kuonyesha mipaka ya shamba hilo kwa
viongozi husika.

Katika ushahidi

1. HASHIPI RAJABU SALUMU
2. RAMADHAN RAJABU PAULI + RAMADHAN
3. SALIMU SHABANI SAHISI
4. ZAINABU AHAMANI OMARI + ZAINABU

Pande zote zimekubaliana katika maamuzi ya kuuziana shamba

Imesainiwa na kupokelewa na HASHIPI RAJABU SALUMU ambaye ni muuzaji
katika makubaliano hayo ya tarehe 27/08/2019

Saini ya muuzaji S. Manusuba

WRITONGI NYANGE
KJUIJI CHA TANDAI

JAMU YAMUNGANO WA TANZANIA
HALWA ASHURRYAHU LA YA MOROGORO VIJILI
BARAZA LA MWENYEKITI WAKITONGOJI CHA NYANGE

S.L.P 1880
MOROGORO (V)
TAREHE 11/8/2019

HATI YA MAUZIANO YA SHAMBA KATI

YA

Ndugu ... ALLY ABUU ... HIJA AMBAE ... (MUUZAJI)

Wa S.L.P 1880 ... TANDAI - NYANGE.

KA

Ndugu ... SPICEUP LTD ... AMBAE ... (MNUNUZI)

Wa S.L.P 1880

Mauziano haya yamefanyika mbele ya BARAZA LA MWENYEKITI WA
KITONGOJI CHA NYANGE.

Muuzaji Ndugu; ALLY ABUU HIJA ... Ametamani

kununuzia shamba lake Ndugu; SPICEUP LTD ... Kwa

samani ya Shilingi LAKI TANO KAMUJI ... (kwa maneno)

Tsh. 500000/- ... (kwa tarakimu) Eila ya kushawishiwa na pande

yoyote na Mnunuzi Ndugu; SPICEUP LTD

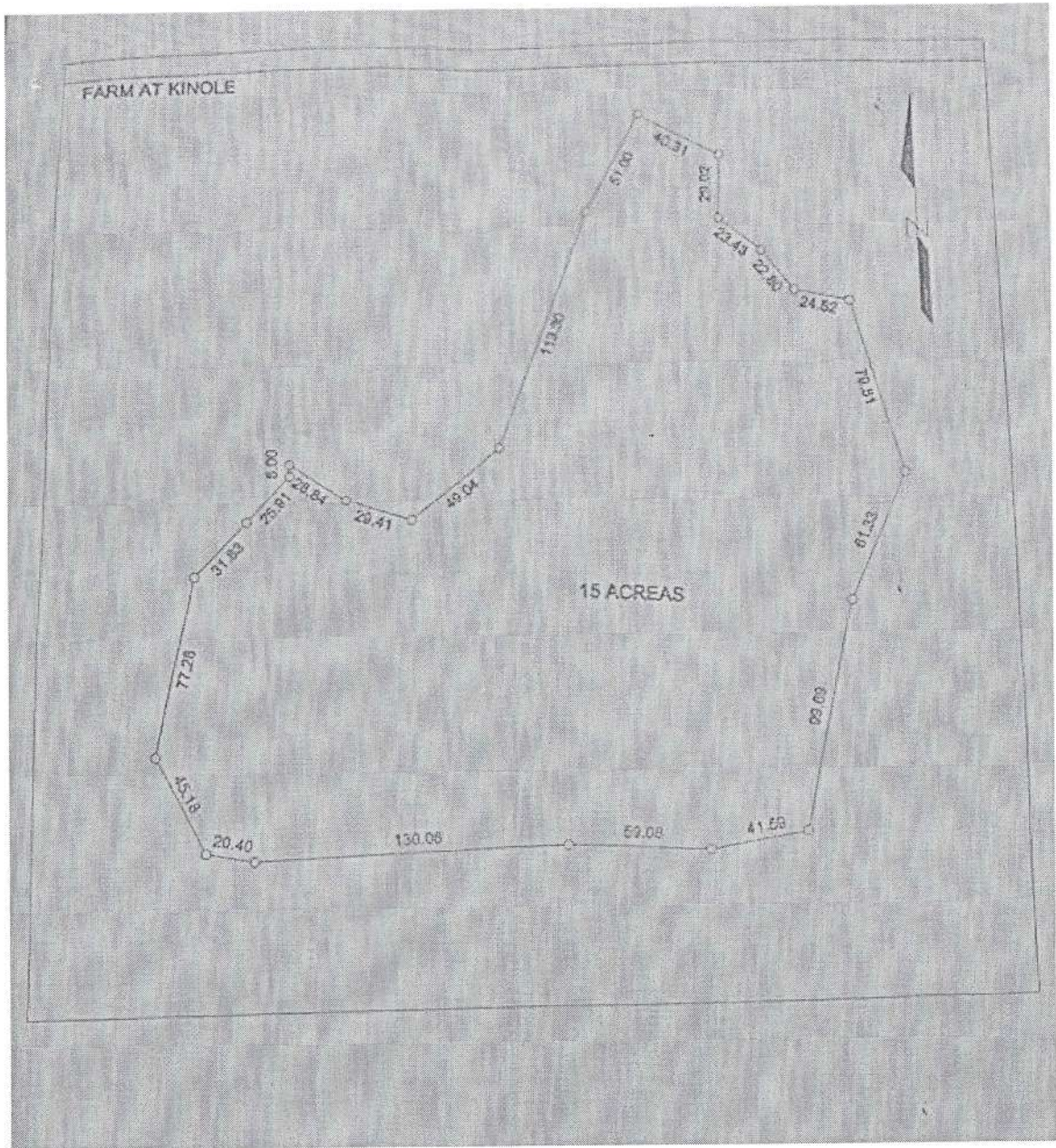
Ametamani kununuziwa shamba hili kwa samani ya Shilingi ... LAKI

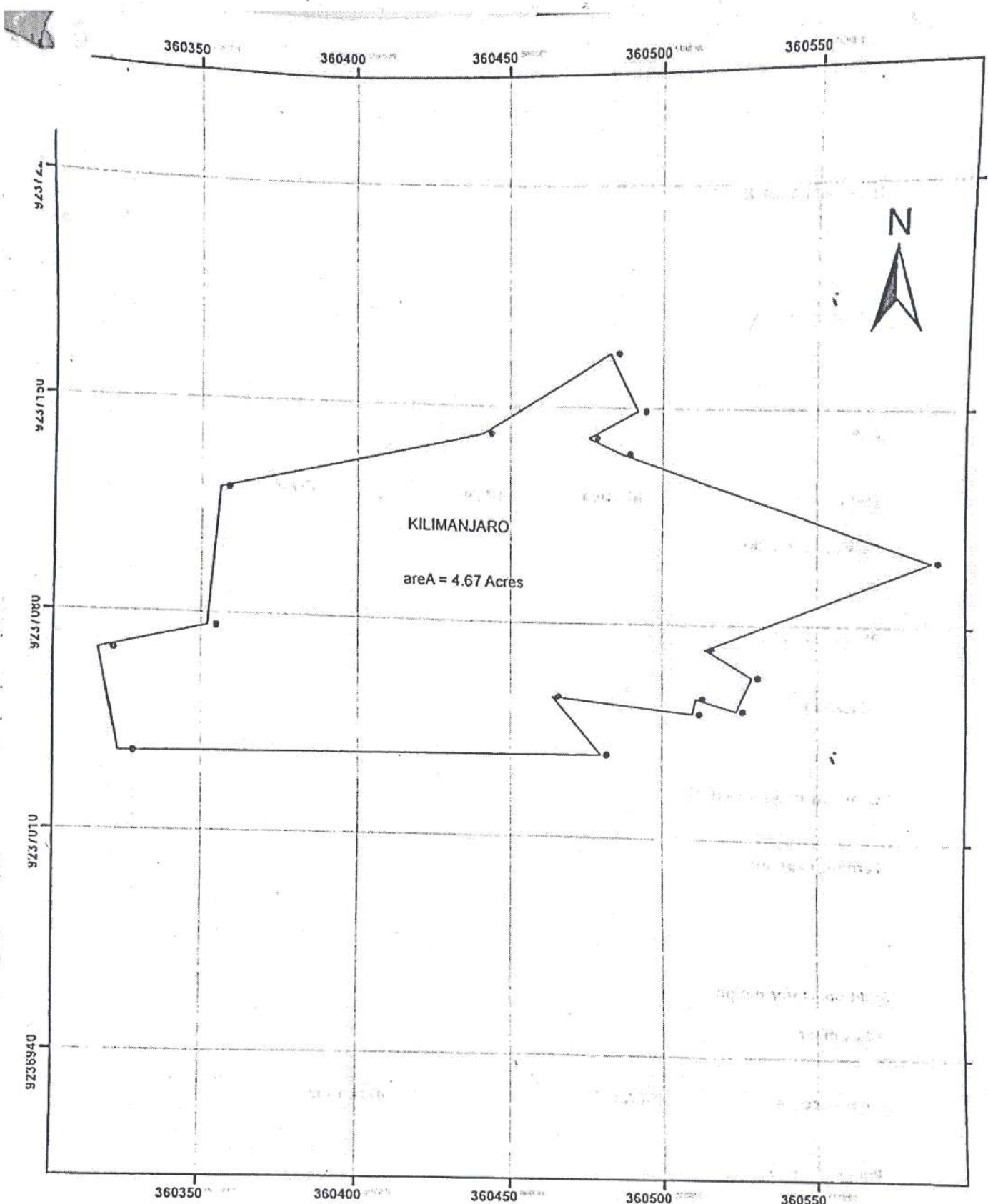
TANO KAMUJI ... (kwa maneno) Tsh. 500000/- ... (kwa tarakimu)

MUHURI WA MWENYEKITI WA KITONGOJI: MWENYEKITI WA NYANGE
KITONGOJI CHA TANDAI

SAHILI YA FAMILIA
MSAFIRU ABUU HIJA

ANNEXURE B





0.00501 0.02 0.03 0.04
 Miles

362950

363000

363050



UDIZUNGWA

Area = 3.12 Acres

362950

363000

363050

0 0.008 0.016 0.024 0.032 Miles

362250

362300

0 0.0075 0.015 0.0225 0.03 Miles

362100

362150

362200

362250



SERENGETI
Area = 5.04 Acres

362100

362150

362200

362250

