

TANZANIA

CAPITAL DEVELOPMENT AUTHORITY



GROUND LEASE AGREEMENT

Date of Issue:

Ground Lease no 2344

CDA/LO No 96253/2344

Description of Land: PLOT NO.45 WESTERN INDUSTRIAL AREA
(Kizota) DODOMA MUNICIPALITY

Term: 33 YEARS

Title: 8073 DMC

TITLE No. 8073-DUB
REGISTERED
1-7-93
at 100
Asst. Registrar of Titles



CDAL.D. No. 96253/2344

CAPITAL DEVELOPMENT AUTHORITY
GROUND LEASE NO. 2344

LEASE AGREEMENT

Made and entered into this 2nd day of June 1993

BETWEEN

CAPITAL DEVELOPMENT AUTHORITY

a body corporate established under the Public Corporations Act, 1969, by Order published in the Official Gazette as Government Notice No. 230 of P.O. Box 913, Dodoma, (hereinafter referred to as "the Lessor") of the one part,

AND

UNITED BUILDERS LIMITED a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212) and having its registered office in Mwanza of P.O. BOX 755 - MWANZA

(hereinafter referred to as "the Lessee") of the other part

Stamp Duty Shs. 100/- Paid
and Revenue Receipt No. 396506

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 1690

THIS AGREEMENT WITNESSES as follows:

WHEREAS the Lessor has been endowed with Right of Occupancy registered in the Land Registry at Dodoma under Title No 4585 DLR in respect of land within the Capital Development Area as described in the Dodoma National Capital Planning Order G N 63 of 1978, except alienated lands; and in the terms thereof is authorised to grant leases, the Lessor hereby enters into a Lease Agreement (hereinafter referred to as "the Lease") whereby the Lessor demises and the Lessee(s) takes/take a piece of land (hereinafter referred to as "the land") in extent

Comprising 9176 Square Metres

being

**Plot 45 Western Industrial Area (KIZOTA)
Dodoma Municipality**

as more fully described in the schedule hereto, for

a term of **thirty-three years**

commencing on the **1st** day of **July** 19**91**

and expiring on the **30th** day of **June** ~~19~~ **2024**

subject to the provisions of the Land Ordinance, Cap. 113 of the laws and any regulations made thereunder and subject to the following special conditions:—

PART A: THE LESSEE (S) SHALL

1. PAY in advance to the Lessor the following Ground Rent and/or other charges **of shillings ninety one thousand seven hundred and sixty (Shs.91,760/=) a year on the first day of July in each year of the term without any deduction PROVIDED that the rent may be revised after every ten years.**

2. ERECT or cause to be erected on the land a building or buildings (hereinafter referred to as "the improvements") in such materials and in accordance with specifications as the Lessor may require, and to that end shall:

(i) On or before the **31st** day of **December** 19**91** submit for approval by the Lessor such plans drawings, specifications and other information as may be required by the Lessor in respect of the improvements proposed to be erected;

(ii) Withi
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(iii) proce
complete
specificat

before the

(iv) throug
maintain t
Lessor;

(v) comply
as may be c

3. NOT erect
ings or other
Lessor.

4. NOT subd
or deal with
thereon with

5. MAINTAIN
for the cost of
destroyed.

6. BE liable to
lar:

(i) any fees or st
in connection w

(ii) Within **three** months from the date of notification by the lessor of approval of the aforementioned development proposals, commence building on the land the improvements in accordance with such plans and specifications;

(iii) proceed continually from the commencement of building and complete the improvements in accordance with the plans and specifications so that they are capable of use and occupation on or before the **30th** day of **June** 19**94**

(iv) throughout the remainder of the term hereby granted have and maintain the land and the improvements to the satisfaction of the Lessor;

(v) comply with such other conditions relating to the improvements as may be contained in the annexure hereto, if any.

3. NOT erect or commence to erect on the land any building, buildings or other structures, except with the prior written consent of the Lessor.

4. NOT subdivide the land or assign sublet or otherwise dispose of or deal with the whole or any part of the land or the improvements thereon without the prior written consent of the Lessor.

5. MAINTAIN and protect all beacons on the land and be responsible for the cost of replacing any such beacons that may be missing or destroyed.

6. BE liable to pay any and all costs arising herefrom and in particular:

(i) any fees or stamp duties which may be discovered to be payable in connection with the Lease.

(ii) an amount or amounts leviable by the duly authorized institutions by way of rates or like local property taxes.

(iii) an amount or amounts equal to any rates or like levy paid by the Lessor in respect of the land or improvements thereon.

(iv) such sum as the Lessor shall assess as a proper share attributable to the land of the cost of making up the roads or improvements of the same upon which the land fronts, abuts or adjoins, whether demand for such sum is made during or after such making or improvement thereof. (This condition does not oblige the Lessor to make up or improve the roads).

7. USE the land solely for **Service Industrial Use Group 'L' Use class (a) as defined in the Town and Country Planning (Development and Zoning) (Capital Development Area) Regulations, 1979.**

8. BE responsible, where applicable:

(i) for protecting and preserving throughout the term of the lease all the existing and future infrastructure facilities on the land. Any damage, destruction or loss caused thereto shall be made good at the Lessee's expense.

(ii) for further protecting and conserving existing and future horticultural amenities such as trees, flower gardens etc provided within or immediately adjoining the land. Any damage, destruction or loss caused thereto shall be made good at any time at the Lessee's expense.

9. YIELD up to the Lessor the land and improvements in good order and condition upon determination of the Lease by effluxion of time or otherwise.

PART B: THE LESSOR SHALL

1. ENSURE that the Lessee paying ground rent and/or other charges hereby reserved in PART "A" Clause 1 hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.

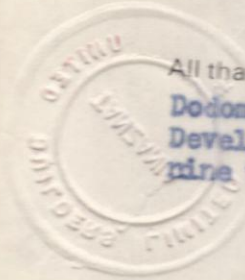
2. NOTWITHSTANDING the restrictions contained in Part "A" Clause 4 hereof permit the Lessee to grant a sublease or subleases in respect of the land and improvements for a term or terms not exceeding five years, provided the Lessee has complied with the development conditions set out in Part "A", Clause 2 hereof.

3. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

4. GRANT to the Lessee at the Lessee's option and on satisfactory performance of the obligations hereinbefore contained, an extension of the Lease on such terms and conditions as may be agreed by the parties provided that the Lessee serves upon the Lessor not more than six months' notice in writing prior to the expiry of the Lease provided that such an extension will not be granted where the land is required by the Lessor for other development.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may apply for arbitration to the Minister for the time being responsible for land matters and the Minister's decision shall be binding on both parties.



square metres
attached to the

Plan Numbers
Director of Su

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19 93

WITNESS

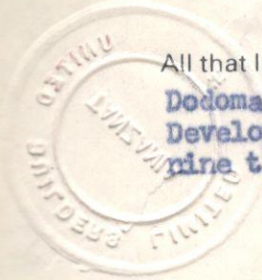
Name:..... M

Signature:.....

Postal Address

Qualifications

SCHEDULE



All that land known as **Plot No.45 Western Industrial Area (KIZOTA)**
Dodoma Municipality being part of the land within the **Capital**
Development Area registered under **TITLE NO.4585-DLR** comprising
nine thousand one hundred and seventy six (9176)

square metres, shown for identification only edged ^{red} on the plan
attached to this Lease Agreement and defined on the registered

Plan Numbered **22915** deposited at the Office of the
Director of Survey and Mapping at Dar es Salaam.

GIVEN under my hand and seal this second day of June
1993

[Signature]
DIRECTOR GENERAL



WITNESS

Name:..... MARK S. LEBBA

Signature:..... *[Signature]*

Postal Address:..... P.O. BOX 913,
DODOMA

Qualification:..... CORPORATION SECRETARY

[Handwritten notes and stamps at the bottom of the page, including 'MORTGAGE' and 'M/S CT UNION BANK']

The within-named UNITED BUILDERS LIMITED hereby accept the terms and conditions contained in the foregoing Ground Lease.

SEALED with the COMMON SEAL)
of the said UNITED BUILDERS)
LIMITED in the presence of us)
this 11th day of MAY)
1993.)



Name: B. L. CHOMAN)
Signature: [Signature])
Postal Address: P.O. Box 1864)
DODOMA)
Qualification: DIRECTOR)

Name: M. D. L. MAYUNGA)
Signature: [Signature])
Postal Address: P. O. Box)
1864 - DODOMA)
Qualification: ENGINEER)



DODOMA LAND REGISTRY
MORTGAGE
Filed Document No. 8407-BUR
Date of Registration 21-06-2010 Time 1.00 PM
To M/s C of UNION BANK LIMITED
to secure an unspecified amount

Asst. Registrar of Titles
[Signature]
M BANK (T) LIMITED
Registration Time 10:00 AM

DODOMA

MUNICIPALITY

MAP SHOWING DETAILS OF PLOT.

LOCATION WESTERN INDUSTRIAL AREA (KIZOTA)

BLOCK - - - - -

PLOT No. 45

LA L.O. No. 96253/2344

AREA 9176 SQ Metres



The issue of this plan implies
guarantee or admission of
by the Government

This plan prepared in accordance with the
Registered Plan No 22915 is approved for
purposes of the Lands Registration Ordinance
for the Director of Surveys and Mapping
Date 21/01/93



ODOMA LAND REGISTRY

MORTGAGE

Document No. 12627-DHR

Registration Date 03-02-2016 Time 11:00 AM

I & M BANK (T) LIMITED
at P.O. Box 1509, DAR ES SALAAM
to secure an unspecified Amount


Asst. Registrar of Titles



YONO AUCTION MART & COMPANY LIMITED

Mavuno House 2nd Floor Azikiwe Street, Office Phone 255-22-2129534/2123265
Mobile 0754-497124/0714-976048 Fax 255-22-2123264. P.O. Box 10674 Dar-Es-Salaam
Tanzania E-mail: Info@yonoauctionmart.com website: www.yonoauctionmartz.com
Branches: Moshi NHC Building 1st Floor, Songea Kauru Building, Lindi CRDB Building, Iringa
Highland Hall 1st Floor, MPWAPWA, Mbeya NHC Building Sisimba, MPWAPWA CDA Building Near TCCIA Office.

CERTIFICATE OF SALE OVER PLOT NO. 45, LOCATED AT WESTERN INDUSTRIAL AREA, DODOMA INO UNITED BUILDERS LIMITED.

THIS IS TO CERTIFY THAT M/S MAHEBOOB MADHANI & FAYAZ OF P.O.BOX 347 , MWANZA was a purchaser of a property located at **WESTERN INDUSTRIAL AREA, DODOMA** on **PLOT NO. 45** at Tanzania Shillings 310,000,000.00 (say Tsh Three hundred ten million only) sold by public auction on 27th June, 2020. Purchase price having been paid in full the sale became absolute.

BY THIS CERTIFICATE, we do confirm that **M/S MAHEBOOB MADHANI & FAYAZ** is the owner of the above named property and now request the authorities concerned to proceed in effecting all transfer formalities in respect of the above property.

Issued, signed and sealed by **YONO AUCTION MART & COMPANY LIMITED** on behalf of **I&M BANK LTD.**

This 23rd day of SEPTEMBER 2020

Name: SCHOLASTICA C. KEVESA

Signature: [Handwritten Signature]

Qualification: MANAGING DIRECTOR

YONO AUCTION MART & CO. LTD.
P. O. Box 10674
DAR-ES-SALAAM



THE UNITED REPUBLIC OF TANZANIA
THE LAND REGISTRATION ACT (CAP 334 R.E. 2019)
TRANSFER UNDER POWER OF SALE

C.T. No. 8073-DLR
CDA/L.O. No. 96253/2344
Ground Lease No. 2344
Plot No. 45, Western
Industrial Area (Kizota)
Dodoma Municipality

IN CONSIDERATION of the sum of Tanzanian Shillings Three Hundred and Ten Million Shillings Only (TZS. 310,000,000.00/=) paid by Maheboob Jafferli Ramji and Fayaz Feroz Rashid (Occupiers in Common with Equal Shares) of P.O Box 347 Mwanza, We I & M BANK (Tanzania) Limited, a commercial bank established under the provisions of the Banking and Financial Institutions Act, No. 5 of 2006 (as amended from time to time), of P.O. Box 1509, Dar es Salaam, in exercise of the power of sale conferred by the mortgage registered under Filed Document Number 8407-DLR on 21st June 2010 and Filed Document Number 12627-DLR on 3rd February 2016 DO HEREBY transfer to MAHEBOOB JAFFERLI RAMJI and FAYAZ FERAZ RASHID (Occupiers in common with equal shares) of P.O. Box 347, Mwanza the right of occupancy registered under the above reference and discharge from the said mortgage.

SEALED with the COMMON SEAL of the said
I & M BANK TANZANIA LIMITED
And DELIVERED in the presence of us
this 6th day of October 2020

COMPANY SEAL.

20/17

Name: Amb. Bertha Senu-Somi

Signature: 

Postal Address: 1509, DSM

Qualifications: Managing Director

Name: Hamida Hassani Sheikh

Signature: H. H. Sheikh

Postal Address:

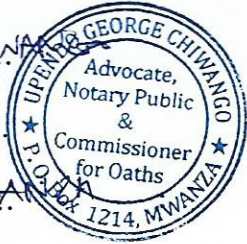
Qualifications: ~~Legal Counsel~~ & **Company Secretary**

SIGNED and DELIVERED at Mwanza by the said Maheboob Jafferli Ramji who is known to me personally/ identified to me by ASHIQUE RAYEES the latter being known to me personally in my presence on this 3rd day of Oct, 2020.

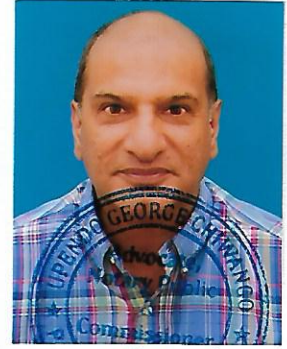
[Handwritten signature]

Maheboob Jafferli Ramji

Name: UPENDO GEORGE CHIWANGO
Signature: [Signature]
Postal Address: P.O. BOX 1214 MWANZA



Qualifications: **Commissioner for Oaths**



[Handwritten signature]

Fayaz Feroz Rashid

SIGNED and DELIVERED at Mwanza by the said Fayaz Feroz Rashid who is known to me personally/ identified to me by ASHIQUE RAYEES the latter being known to me personally in my presence this 3rd day of Oct, 2020.

Name: UPENDO GEORGE CHIWANGO
Signature: [Signature]
Postal Address: P.O. BOX 1214 MWANZA




Qualifications: **Commissioner for Oaths**



Drawn by:

Renatus Lubango Shiduki, Advocate,
B & E Ako Law,
Plot No. 7, Block "D" – Isamilo,
Balewa Road,
P.O. Box 11624,
Mwanza.

Mob: +255 767 250 296
E-mail: Lubango.shiduki@beakolaw.co.tz

FILED DOCUMENT No: 19930-DLR
REGISTERED ON: 7-10-2020
AT: 1:00 P.M.

Renatus Lubango Shiduki
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 9,300,000 Paid
92031501701101
On Original Receipt Shs: 101
of: 10-11-2020
Renatus Lubango Shiduki
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 500/= Paid
92031501701101
Receipt No:
of: 10-11-2020
Renatus Lubango Shiduki
Stamp Duty Officer

MORTGAGE
 DISCHARGED
 Filed Document No. 19930-DLR
 Date of Reg. F-10-2020 3:10 PM
 To: M BANK (T) LIMITED
 P.O. Box 1509, DAR ES SALAAM
 to secure an unspecified Amount
 Asst. Registrar of Titles

LAND REGISTRY DODOMA
 TRANSFER UNDER POWER
 OF SALE 19930-DLR
 Filed Document No. 19930-DLR
 Date of Registration F-10-2020 Time 1:00 P.M.
 To: MAHEBOOB JAFFERALI RAMJI and
 FAYAZ FERAZ RASHID as common in
 equal share - IN CONS OF TSH 210,000,000/-
 of P.O. Box 247, MWANZA
 Asst. Registrar of Titles

LAND REGISTRY DODOMA
 TRANSFER
 Filed Document No.
 Date of Registration..... Time..... M
 To:
 CANCELLED
 Asst. Registrar of Titles

DODOMA LAND REGISTRY
 GOVERNMENT ORDER No: 213 of 2017
 GROUND LEASE UNDER TITL No. 8073 DLR
 IS HEREBY CONVERTED TO CERTIFICATE OF RIGHT OF OCCUPANCY
 FOR A TERM OF 99 YEARS COMMENCING ON 01-7-1991
 Asst. Registrar of Titles