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The Land Registration Ordinance (Cap. 334)



Certificate of Title

Number 186157/12

Certified True Copy of The Original

Sign. *Charles* Date 13/06/2011

FLAVIANA CHARLES
Advocate, Notary Public &
Commissioner for Oaths

This Certificate of Title is a valuable document and should be kept in a safe place. It must not be mutilated or written upon. It must be produced with any application for the registration of any disposition or transmission of the land.

Any person intending to acquire any estate or interest in the land should search the land registry or require an official search to satisfy himself that no caveat, injunction, order or notice affecting the land has been entered in the land register since this Certificate of Title was issued.

The description of the land appearing in this Certificate of Title is not, nor is the index map or any plan filed in the land registry, conclusive as to the boundaries or extent of the land but indicates the general boundaries only.

CERTIFICATE OF TITLE

DESCRIPTION OF THE LAND

Tenants and Conditions, Easements, etc.

State of Occupancy (Filed Document Number 186157/12.)

TITLE NUMBER

186157/12.

Nature of Estate

RIGHT OF OCCUPANCY

PART III: INCUMBRANCES

Initials of Registrar	Date of Registration	Filed Document Number	Nature of Incumbrance	Further Particulars	Initials of Registrar
	14.5.89	78648	MORTGAGE	DISCHARGED	
	6.10.69	54272	MORTGAGE	PERMANENT HOUSING FINANCE COMPANY OF TANZANIA LIMITED, To Secure shs 75,000	
	14.8.89	78647	CHANGE OF NAME	DISCHARGED	
	24.1.90	79275	MORTGAGE	TANZANIA HOUSING BANK NATIONAL BANK OF COMMERCE (to secure an unspecified amount)	
	19.7.2000	91970	MORTGAGE	CRDB BANK LIMITED (To secure Tshs. 9,112,500/=)	

Certified True Copy of The Original

Sign Flaviana Charles Date 13/06/2011

FLAVIANA CHARLES
Advocate, Notary Public &
Commissioner for Oaths

Ursino Estate Msasani



22

24954

38,010 SqFt.



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

This plan, prepared in accordance with the provisions of the Survey Act, is approved for the purposes of the Survey Act.

B. K. K.

Commissioner for Survey
Survey Division, Ministry of Lands



IN THE DISTRICT COURT OF KINONDONI
AT KINONDONI

PROBATE AND ADMINISTRATION CAUSE NO. 80 OF 2005

IN THE MATTER OF THE ESTATE OF THE LATE
SILVA LUDOVICO RWEBANGIRA

AND

IN THE MATTERS OF AN APPLICATION FOR LETTERS OF
ADMINISTRATION BY: CORONA MALLYA
GRANT OF LETTER OF ADMINISTRATION PENDENTE LITE

Be it know that letters of Administration and credits of **SILVA LUDOVICO RWEBANGIRA**, late of **DAR ES SALAAM** who died at **MADRAS MEDICAL MISSION HOSPITAL, INDIA** on 4th day of October, 2003 are hereby granted to **CORONA MALLYA** the Administrator of deceased. She having undertaken to administer the said property and credits and to make full and true inventory of the same in this Court within six months from the date of this grant or within such further time as the Court may from time to time appoint, and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

BY THE COURT



Given under my hand and the seal of the Court this 30th day of September 2005.

JUNIOR RESIDENT MAGISTRATE
KIVUKONI - DAR ES SALAAM

.....
PRINCIPAL SENIOR RESIDENT/ DISTRICT MAGISTRATE
AT KIVUKONI/ KINONDONI.



ant of letters of administration with will annexed/without will
ne Probate and Administration Ordinance, 1961)
ORM 67)

THE RMS' COURT OF KIMONDOMI

AT KIMONDOMI

PROBATE AND ADMINISTRATION

CASE NO. 80 OF 2005



BE IT KNOWN that letters of administration with annexed/without will of the property
and credits of SILVA LUDOVICO RUEBANGIRA who died
at DAR ES SALAAM on the 4th
day of OCTOBER 2003 are HEREBY GRANTED TO
CORONA MALLIA

the ADMINISTRATRIX of the
deceased he/they having undertaken to administrator the said property and credits and to
make a full and true inventory of the said property and credits and exhibits the same in
this Court within six months from time to time appoint, and also to render to this Court a
true account of the said property and credits within one year from the same date or within
such further time as the Court may from time to time appoint.

Date DAR-ES-SALAAM this 15
day of DECEMBER, 2005

By the Court.

[Signature]
PRINCIPAL SENIOR RESIDENT/DISTRICT MAGISTRATE
DAR ES SALAAM

(P.T.O.)

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is made this, 20th day of September 2021.

BETWEEN

Corona Mallya, Dar es Salaam, administrator of the Land Owner of Plot No. 22 Kinondoni/ Ursino with Title Number 186157/12 and a size of 38,010 Square feet (3,531.25 sqm) hereinafter below referred to as "**Land Owner**" (which expression shall if the context so admits include their heirs, legal representatives, assigns and agents) of the one part.

AND

Dar Urban Development Ltd, represented by Mr. Sebastian Dietzold (identification details) ("**Developer**" which expression shall where the context so admits include their receivers, successors in title and assigns) on the two parts.

WHEREAS, the Land Owner is the sole and exclusive owner of all the interests in the Land situated under the Title Deed 186157/12 from the 1st of January 1969 between the United Republic of Tanzania represented by the Commissioner for Lands and the Interest Holder.

WHEREAS, the Developer wishes to acquire all the Land Owner's rights in the said piece of land in line with the land and investment laws of the United Republic of Tanzania.

WHEREAS, the Land Owner has agreed to transfer to the Developer all his rights over his plot of land, together with all trees and buildings contained therein under the terms and conditions specified in this agreement.

WHEREAS, the Land Owner has agreed not to offer compensation and/or transfer his said rights over the plot herein referred to any other person and reserve the same for the Developer under the terms agreed as herein under-

THEREFORE, The Land Owner and Developer herein agree as follows:

1. The Land Owner agrees not to release, transfer, surrender and/or offer for sale any of his interest, rights under the plot referred to herein and reserve the same to the Developer for a period of six months.



2. Upon signing this MOU between the Developer and the Land Owner, the Developer shall proceed to apply for and acquire an investment certificate from TIC for the development of the plot and acquire all necessary permits for the realization of the residential building to be developed on the land.
3. Both parties have agreed to a purchase price of USD 920,000/- to be paid as follows:
 1. 200,000 USD with signing the purchase and sales agreement to secure a new home for the family of the Land Owner today living on the plot to be transferred to the Developer.
 2. The remaining purchase price pro ratio from the first and second installment of each apartment sold of the residential building to be developed on the plot or optionally as pay up for shares of Dar Urban Development Ltd as agreed to the contract by both parties.
4. Should the remaining amount not be paid latest 5 years after the execution of the purchase and sales agreement all payments are done will remain with the Land Owner, all rights on the land, the developments, and structure on the land will fall back into the ownership and right of occupancy of the Land Owner. The Developer will be liable for all taxes with the transferring these rights back to the Land Owner.
5. This Agreement shall be governed by the Laws of Tanzania.

IN WITNESS WHEREOF the parties to this agreement have executed this deed on the day and year first hereinabove written in the following manner.

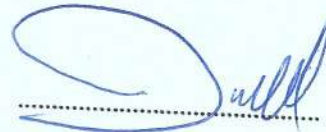
SIGNED and **DELIVERED** at Dar es Salaam by the)
 said **Mrs. Corona Mallya** representing the Landowner)
 who is known to me personally/ introduced to me by)
 and latter is known to me)
 personally in my Presence, this 20th day of September)
 2021.)



Land Owner

BEFORE ME:
 Name: Isaki Mallya
 Position: Son
 Signature: Isaki A
 Date: 20th September, 2021

SIGNED and **DELIVERED** at Dar es Salaam by the)
said **Mr. Sebastian Dietzold** for and on behalf of)
the Dar Urban Development Ltd who is known to)
me personally/ introduced to me by)
..... and latter is known to me personally)
in my Presence, this 20th day of September 2021.)



Developer

BEFORE ME:

Name: MAHIB H. JEMDARI
Position: EXECUTIVE ASSISTANT
Signature: [Signature]
Date: 21st Sept 2021

