

MKATABA WA KUPANGISHA NYUMBA

KATI YA

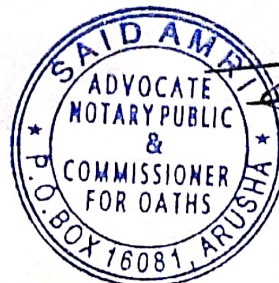
RODRICK EMIL MAYANI
(MWENYE NYUMBA/MPANGISHAJI)

NA

STEP AFRICA EXCHANGE FOR CHANGE
(MPANGAJI)

UMEANDALIWA NA:-
Patriotic Legal Consultant &
Company Advocates
CCM Regional Building
2nd Floor, Room No. 6, 16 & 17
Makongoro Road
Arusha

E-mail: saidamri@yahoo.com



MKATABA WA KUPANGISHA NYUMBA

MKATABA huu umefanyika leo tarehe mwezi, 2021 KATI YA RODRICK EMIL MAYANI wa S.L.P 12655 Arusha, kwa upande mmoja (ambaye katika mkataba huu ataitwa "MWENYE NYUMBA"),

STEP AFRICA EXCHANGE FOR CHANGE wa S.L.P 2786 Arusha, kwa upande mwingine (ambaye katika mkataba huu ataitwa "MPANGAJI").

KWA KUWA mwenye nyumba ni mmiliki halali wa nyumba iliyopo kiwanja mtaa wa Kikokwaru-Njiro, Kiwanja Na. 450, Kitalu 'B' katika wilaya ya Arusha, mkoani Arusha.

KWA KUWA mpangaji amemwendea mwenye nyumba kwa nia ya kutaka kupangisha nyumba hiyo kwa muda wa kipindi cha Miezi 12 kwa malipo ya kodi iliyokubaliwa katika mkataba huu na kwa mujibu wa masharti mengineyo yatakayoafikiwa kwenye mkataba huu bila usumbufu wowote; na

HIVYO BASI, MKATABA huu unashuhudia na kuthibitisha kama ifuatavyo:

1. KIPINDI CHA UPANGAJI

1.1 Kwamba Mwenye nyumba amepangisha mpangaji nyumba hiyo iliyopo katika eneo lililotajwa hapo juu kwa kipindi cha Miezi 12 kwa kiasi cha kodi ya (Tshs. 500,000/= tu) kwa mwezi, Kuanzia Tarehe ...7/6/2021..... hadi tarehe ...30/06/2022....., Hivyo kufanya kodi katika kipindi cha miezi 12 kuwa (Tshs. 6,000,000/= tu)

2. MALIPO YA UPANGAJI/KODI

2.1 Kwamba fedha hizo za upangaji zitalipwa kama zilivyoanishwa kwenye kipengele cha 1. kipindi chote upangaji kwa ndani ya mkataba huu wa upangaji.

2.2 Kwamba mbali na malipo ya kodi ya upangaji mpangaji atatakiwa kulipa malipo ya umeme, maji, taka, matumizi yake binafsi ya genereta, usafi wa maji taka na ulinzi.

3. NYONGEZA YA MKATABA

Kwamba kipindi cha mkataba huu kitakuwa ni Miezi 12 ambayo mpangaji na mwenye nyumba watakuwa na haki ya kuongeza muda mwingine wa mkataba kadiri wanavyoona inafaa kufanya hivyo, na pia mwenye nyumba ataweza kuongeza au kupunguza au kuacha ibaki kama ilivyo kodi ya upangaji kwa kiasi kadiri atakavyoona inafaa.

4. UTHIBITISHO WA MWENYE NYUMBA

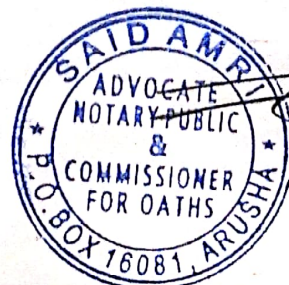
Mwenye nyumba anathibitisha kwamba mpangaji ndiye mtu pekee aliyekabidhiwa nyumba hivyo anaruhusiwa kuitumia. Mwenye nyumba anamhakikishia mpangaji kwamba wakati wa kutumia nyumba hii hatopata usumbufu wowote kutoka kwa mtu yeyote yule.

5. MASHARTI NA WAJIBU WA MPANGAJI

Mpangaji anatoa agano kwa mwenye nyumba kwamba atatekeleza masharti yafuatayo:-

5.1 Mpangaji anatakiwa azingatie kulipa kodi kama inavyotakiwa na kulipa kwa wakati kama ilivyokubaliwa katika mkataba huu bila kupitisha hata siku moja;

5.2 Mpangaji anatakiwa azingatie usafi wa nyumba pamoja na mazingira yake na anatakiwa atumie nyumba hiyo kwa matumizi ya makazi tu na sio vinginevyo na yote haya yanafanyika pasipo kufanya shughuli nyingine yoyote katika nyumba hiyo ambayo itakuwa ni kinyume cha sheria na taratibu za nchi;



Mpangaji anatakiwa alipie maji, umeme, taka, maji taka, ulinzi au simu katika nyumba hiyo kwa muda wote atakaopanga nyumba hiyo na wakati wa kuondoka katika nyumba hii atahakikisha kuwa hataacha madeni yoyote yanayohusiana na umeme, maji, taka, maji taka, ulinzi au simu;

- 5.4 Mpangaji anatakiwa aiweke nyumba hiyo anayopanga katika hali ya usafi wakati wote na kuhakikisha kwamba kuta, vifaa vilivyopo kwenye nyumba na sehemu zingine za nyumba haziharibiwi;
- 5.5 Mpangaji akifanya uharibifu wowote kwenye nyumba atawajibika kufanya marekebisha kwa gharama zake mwenyewe.
- 5.6 Mpangaji kumruhusu Mwenye nyumba kuingia kwenye nyumba, kwa wakati muafaka kwa kuwa anayo haki ya kuingia katika nyumba hiyo pale inapobidi ili kukagua au kufanya ukarabati wa nyumba hiyo mbali na uharibifu uliofanywa na Mpangaji ambao mpangaji atatakiwa kurekebisha kwa gharama zake mwenyewe.
- 5.7 Mpangaji ataruhusiwa kukodisha nyumba hiyo au sehemu ya nyumba aliyopanga kwa mtu mwingine yeyote baada ya kupata idhini ya maandishi kutoka kwa Mwenye Nyumba, ila Mwenye nyumba ana ruksa ya kukataa na ikiwa Mpangaji atashindwa kuendelea na Mkataba basi mpangaji atamrudishia/atamkabidhi nyumba mwenye nyumba.
- 5.8 Mpangaji ahakikishe kwamba kwa wakati wote atakaokuwa kwenye nyumba hiyo hatawaghasi majirani wenzake kwa njia yoyote ile kama kupiga mziki mkubwa, ulevi wa kupindukia na kutoa lugha za matusi au zenye kuleta maudhi.
- 5.9 Mpangaji kutokutumia sehemu ya nyumba aliyopanga kufanya biashara haramu au zinazokiuka maadili;

6 MASHARTI NA WAJIBU WA MWENYE NYUMBA

Mwenye Nyumba anatoa agano kwa Mpangaji kwamba atatekeleza masharti yafuatayo:-

- 6.1 Kwamba mwenye nyumba atatakiwa kutoleta usumbufu kwa mpangaji ila kuhakikisha Mpangaji anatumia vizuri nyumba iliyopangishwa;
- 6.2 Kufanya ukarabati na matengenezo kwenye nyumba ili kuhakikisha nyumba inakuwa katika hali nzuri wakati wote ila mwenye nyumba hatahusika kwenye ukarabati wa uharibifu uliofanywa na mpangaji.
- 6.3 Mwenye nyumba ataruhusiwa na mpangaji , kwa wakati muafaka kuingia katika kwenye nyumba iliyopangishwa pale inapobidi ili kukagua au kufanya ukarabati wa nyumba hiyo mbali na uharibifu uliofanywa na mpangaji.
- 6.4 Mwenye nyumba atawajibika kulipa kodi zote muhimu za serikali zinazohusiana na umiliki wa nyumba.

7. MASHARTI YA JUMLA

Hivyo pande zote mbili zinakubaliana kama ifuatavyo:

- 7.1 Kwamba kama Mpangaji akitaka kuhama kwenye nyumba hii atakiwa kutoa notisi ya siku thelathini (30) kwa mwenye nyumba;
- 7.2 Kwamba Mpangaji akitaka kuongeza muda wa kukaa kwenye nyumba atatakiwa kutoa taarifa ndani ya siku thelathini (30) kwa mwenye nyumba;



7.3 Kwamba kama Mwenye nyumba akitaka kumuondoa Mpangaji kwenye nyumba hii atatakiwa kutoa notisi ya siku thelathini (30) kwa mpangaji;

7.4 Kama pande zote mbili zitaweza kutimiza masharti ya mkataba huu kama yalivyoanishwa, hivyo mwenye nyumba atakuwa na haki ya kumuongezea muda wa kipindi kingine cha mkataba kadiri watakavyokubaliana.

7.5 Upane wowote utakaovunja mkataba huu au kukiuka masharti haya ya mkataba kabla ya kipindi cha miezi sita kuisha cha mkataba basi utakaokuwa umedhurika utatakiwa kulipwa gharama.

8. USULUHISHI WA MIGOGORO:-

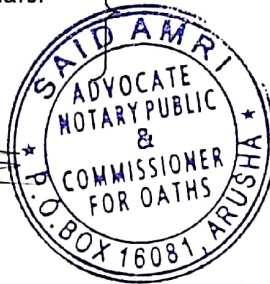
Iwapo kutatokea mgogoro au migogoro katika mkataba huu au sehemu ya mkataba huu, pande zote za mkataba huu zitatumia njia zozote ziwezekanazo kutatua migogoro au mgogoro huo. Endapo pande zote mbili za mkataba huu zitashindwa kutatua mgogoro au migogoro hiyo basi upande utakaokuwa umedhurika utakuwa na haki ya kupeleka mgogoro huo kwenye mamlaka yenye kuleta suluhu na kufanya maamuzi kwa mujibu wa sheria za Jamhuri ya Muungano wa Tanzania.

MKATABA HUU umefanyika leo hii tarehe, mwezi, 2021 na kwa kuthibitisha hayo hapo juu, pande zote mbili zimeridhika zimekubaliana kuweka saini zao zikiwa na akili timamu bila kushurutishwa/kushawishiwa/kulazimishwa na mtu yeyote yule Mbele ya Wakili.

Mkataba huu umesainiwa na **RODRICK EMIL MAYANI** ambaye ninamfahamu binafsi leo tarehe, mwezi, 2021

Mbele ya Wakili/Kamishna wa Viapo:
Jina Kamili: SAID AMRI

Sahihi: _____
Anuani: S.L.P 16081, ARUSHA



Paul's

MWENYE NYUMBA

Mkataba huu umewekwa muhuri/lakiri ya **STEP AFRICA EXCHANGE FOR CHANGE** leo tarehe, mwezi, 2021

Jina Kamili: KIRA UHER

Sahihi: _____
Anuani: 2486 ARUSHA
Cheo: DIRECTOR



Mbele ya Wakili/Kamishna wa Viapo:
Jina Kamili: SAID AMRI

Sahihi: _____
Anuani: S.L.P 16081, ARUSHA



LEASE AGREEMENT

This is an agreement made on 01st January, 2021

Between

MR. SALVATORY H. MCHARO of P.O. Box 8811-Moshi Tanzania, of TIN No. 102-653-858 (here in after called "The landlord" which expression shall where the context so admits be deemed to include heirs , executors, administrators and assigns) of the one part.

and

Mr / Mrs /Ms. STEP AFRICA EXCHANGE FOR CHANGE LTD.

WHEREAS:

- (i.) The Landlord is the lawful and side owner of ALL TENEMENT which is part of the Landlord's property constituted in a piece and parcel of land registered with Arusha Municipality plot No 358 Block C, Deed No. 5577 Njiro.
- (ii.) The landlord has agreed to let to the Tenant the premises subject to the terms and conditions referred to hereafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Lease

The landlord in consideration of the payment of rent referred to herein and the covenants here in after contained leases to the Tenant the premises for the term of ONE YEAR Beginning 01/01/2021 to 30/06/2021 at the month rent of 700,000/= Payment in lieu of six months in advance 4,200,000/=.

THE TENANT'S COVENANTS.

The Tenant hereby covenants with Landlord as follows:-

- a) To pay the rent hereby reserved in the manner aforesaid without any deduction whatsoever.
- b) To bear and discharge all water and service charged to the premises during the term of this lease and copies of monthly receipts to be forwarded to the landlord for record purposes(IF ANY).
- c) To use the premises for Accommodation for Volunteer.
- d) Not to perform any damage, of cutting trees or taking up any area planted with grass or shrubs without the permission of the landlord or his authorized agent.

To keep the interior of the Premises(house)clean, and all additions thereto including all doors, floors, ceilings , windows, glass, grills, electrical switches, wiring, all pipes and sanitary apparatus, and the Landlord's Fixtures and fitting therein, in good and tenable repair. Reasonable wear and tear, damage by storm, civil disturbance or other causes beyond the tenants control is accepted.

- f) Not to perform structural alterations or additions without the prior written consent of the Landlord or his authorized agent.
- g) Not to assign this lease or sub-let or transfer the premises or any part thereof.
- h) To report to the Landlord with a reasonable period any damage to the premises with full explanation as to the circumstances and/ or cause of such damage.
- i) To replace keys or the appropriate locks which are lost during the tenancy, according to the " key Inventory at occupants of the premises.
- j.) To permit the Landlord or his authorized agent with or without workmen to enter the premises with a proper appointment at a reasonable time to examine the state and condition thereof, and upon notice given by the Landlord, to repair any defects in accordance with the covenants listed before.
- k.) To yield up the premises to the Landlord or his authorized agent at the expiration of this lease, or sooner determination with agreement of both the landlord and tenant, with the landlord's fixtures and fittings therein in such good and tenantable repair and condition as shall be in accordance with the Tenant's covenants herein contained and with all locks, keys and fastenings complete.
- l.) To pay rent on time soon after the expiration of the contract i.e. after the expiration of the contract within 7 days the tenant must pay next rent.

2 THE LANDLORD'S CONVENTS

The landlord hereby covenants with the tenant as follows:-

- a) To pay the land rent properly taxes to the Arusha Municipal Council for the property under lease.
- b) To be responsible for all plumbing, electrical or structural repairs to the premises which have not been caused by the tenant's negligence .
- c) That the tenant paying the rent hereby reserved and observing and performing the several coverall covenants and conditions herein contained shall peacefully hold and enjoy use of the premised during the said lease terms without any interruption by the landlord or any person rightfully claiming under or in trust for the land lord .
- d) The landlord will, on written request of the tenant made at least thirty day before expiration of the term hereby created and if there shall not at time of such request be any existing breach or non observance of any covenants of the part of tenant. Grant to the tenant a lease of the premises for further negotiated terms from the expiration of the said term at such rent as the landlord shall consider fair and

economic rent and containing all other respects like the covenant and conditions as herein contained.

e.) Where a tenant wants to breach the contract after payment of rent will not be refundable

3) PROVISION

a) Either party may terminate this lease by giving the other notice of termination of this lease, such notice to take effect on expiry of three calendar months following the date of service of such notice (The Termination Date) whereupon the term herein granted shall absolutely determine. The rights and obligations of the parties shall cease and have no effect but without prejudice to any right or claim arising hereunder and still outstanding on the Termination Date.

b) Any notice under this lease shall be in writing and shall be sufficiently served on the Tenant at its left addresses to it on the premises or forwarded to it by registered post at its address stated herein and shall be sufficiently served on the Landlord if forwarded to them by registered post of their address stated herein.

A notice sent by post as aforesaid shall be deemed to have been served within seven days after the date of posting thereof.

AND the Tenant hereby accepts this lease subject to the term and conditions aforesaid.

IN WITNESS WHERE OF: - the parties hereto have set their seal and hands the day and year first above written.

LANDLORD :

Signed and delivered the said SALVATORY H. MCHARO

In our presence this 06 day of 01 2021.

[Signature]
.....
LANDLORD

WITNESS TO THE ABOVE

UHERINGOSECK EDWARD

PO BOX 7444 ARUSHA

[Signature]
.....
ADVOCATE



TENANT

SEALED with the COMMON SEAL of
STEP AFRICA – EXCHANGE FOR CHANGE LTD

In our presence this 06 day of 01 2021.



.....
Company Seal
TENANT

WITNESS TO THE ABOVE

NAME: KIRA UHER

SIGNATURE: [Signature]

QUALIFICATION: DIRECTOR

POSTAL ADDRESS: P.O. BOX RUSHA

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.....

84,000/=
FEE/DUTY PAID SHS.
RECEIPT No. 998411754977
IN RESPECT OF STAMP DUTY
19/01/2021
For. [Signature]
REGIONAL MANAGER
TRA ARUSHA