

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 8726-DUR

Land Office Number: 96253/3514

Land: PLOT NO. 25 BLOCK 'J' MLIMWA EAST (AREA D)

DODOMA MUNICIPALITY

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DODOMA MUNICIPALITY

LA-15/23776 of 16/2/95
PI NO 25 BK J D

CAPITAL DEVELOPMENT AUTHORITY

RECEIPT N^o 00085898

P.O. Box 913

DODOMA 20/11/2003

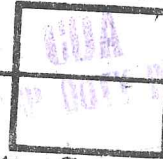
Received from Nelly Mupengo
Box 3279 Dodoma

the Sum of Shillings Nineteen thousand One hundred ninety only

being Land rent 1/7/95 - 30/6/2003 - 13440/=
Penalty 5750/=

Shs. 19,190/=

WITH THANKS
for and on behalf of
CAPITAL DEVELOPMENT AUTHORITY



@ 1680/= p.g
Official correspondence should be addressed to the Director - General

CDA/L.D. No. 96253/3514

CAPITAL DEVELOPMENT AUTHORITY

GROUND LEASE NO. 3514

LEASE AGREEMENT

Made and entered into this *22nd* day of *August* 19*95*

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

NELLY MAZENGO of P.O. Box 3279 - DODOMA.

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Sds. *80/=*
Receipt No. *0489705/16-2-95*
[Signature]
Asst. Registrar of Titles

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

TITLE No. *8726-Duc*
REGISTERED

Stamp Duty Sds. *40/=* Paid and
Receipt No. *0489705*

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 870 square metres,

being

PLOT NO. 25 BLOCK 'J' MULIMWA EAST (AREA D)
Dodoma Municipality

as more fully described in the schedule hereto, for

a term of thirty three years

commencing on the 1st day of January 19 95

and expiring on the 31st day of December 19 2027

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 one thousand six hundred and eighty (Shs. 1,680/=) a year on the first day of January 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 30th day of June 1995 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) 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 **31st** day of **December** 19 **97**

(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 Residential purpose Use Group 'A' 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.

I, the within named NELLY MAZENGO hereby accept the terms and conditions contained in the foregoing Ground lease.

SIGNED and DELIVERED by the said NELLY MAZENGO who is known to me personally/identified to me

by.....
.....

~~the latter being known to me personally in my presence this~~ ^{27th} day of ^{July} 1995.

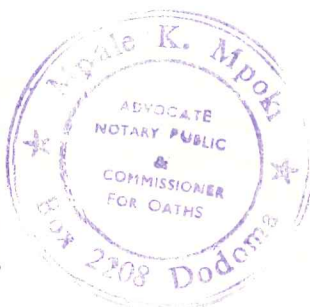
N. Mazengo

Signature:.....

Postal Address:.....

Qualification:.....

Nelly Mazengo
P.O. Box 2208
Dodoma
Advocate



DODOMA LAND REGISTRY
TRANSFER
Filed Document No. 6397-DLR
Date of Registration 15-11-2015 Time 1:00 P.M.
To OMARI MOHAMED KIDUTI-
Part of P.O. Box 2017, DODOMA
(Cons. 28HS. 400,000/=)

[Signature]
Asst. Registrar of Titles

LAND REGISTRY DODOMA
TRANSFER OF R/O
Filed Document No. 30764-DLR
Date of Registration 6-05-2022 Time 1:00 P.M.
To GERWILL COMPANY LIMITED
OF P.O. BOX 2804, DODOMA
(In Cons. of EHS 30,000,000/=)

Senior Asst. Registrar of Titles

DODOMA LAND REGISTRY
GOVERNMENT ORDER No. 213 of 2017
GROUND LEASE UNDER TITLE No. 8726-DLR
IS HEREBY CONVERTED TO CERTIFICATE OF RIGHT OF OCCUPANCY
FOR A TERM OF 99 YEARS COMMENCING ON 01-01-1995