

Land Form 23 A.

KENYA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 30422-DLR

Land Office Number: 06253/26318

Land: PLOT NO. 26 BLOCK 'G' AREA 'D'
DODOMA MUNICIPALITY

CDA/DED/TRU/PA. 31777

CDA/L.O. NO. 96253/26318

Stamp Duty Officer

Revenue Receipts No. **B-3/204315**

3-11-1993

Stamp Duty Officer

Stamp Duty Paid On

Stamp Duty Officer

Stamp Duty Paid On

Stamp Duty Officer

CAPITAL DEVELOPMENT AUTHORITY

GROUND LEASE NO. 26318

LEASE AGREEMENT

Made and entered into this 24th day of June 2016

BETWEEN

CAPITAL DEVELOPMENT AUTHORITY, a body corporate established under the Public Corporations Act, 1969 by the Capital Development Authority (ESTABLISHMENT) order Government Notice No. 230 of 1973, as amended by the Public Corporations Act No. 2 of 1992 of P. O. Box 913, Dodoma (hereinafter referred to as "the Lessor") of the one part,

AND

JOHN MALECELA of P. O. Box 980 - DODOMA (hereinafter referred to as "the Lessee") of the other part

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 Government Notice No. 63 of 1978, except alienated lands and in the terms thereof is authorized to grant Leases; the Lessor hereby enters into a Lease Agreement (hereinafter referred to as "the Lease") whereby the Lessor demises and the Lessee takes a piece of land (hereinafter referred to as "the land") for a term of thirty three years commencing on 01st day of October, 1993 and expiring on 30th day of September, 2026 according to the true intent and meaning of the Land Act, 1999 and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions.

PART A: THE LESSEE SHALL

1. PAY in advance to the Lessor the following Ground Rent and/or other charges of shillings two thousand eight hundred fifteen (T.Shs. 2,815/=) on the first day of July in each year of the term without any deduction PROVIDED that the rent may be revised after every five years thereafter

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 March, 1994 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 six months from the date of notification by the Lessor of approval of the aforementioned development proposals, commence building on the land and 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 September, 1996.
- iv. throughout the remainder of the term hereby granted have and maintain the land and the improvement 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 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 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).

- 3
7. USE the land solely for residential purposes 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 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 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

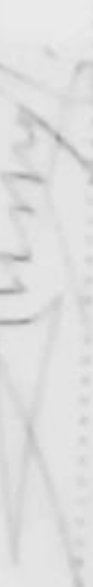
In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may apply for arbitration to the Minister for the time being responsible for land matters and the Minister's decision shall be binding on both parties

SCHEDULE


All that land known as Plot No. 26 Block 'J' Area 'D' Dodoma Municipality being part of the land within the Capital Development Area registered under certificate of TITLE NO. 4585-DLR containing one thousand one hundred sixty five (1165) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Plan Numbered 45797 deposited at the office of the Director of Surveys and Mapping at Dar es Salaam.

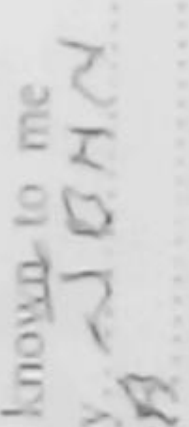
We the LESSOR and the LESSEE(S) hereby accept the terms and conditions contained in the foregoing Lease Agreement.


SEALED with the COMMON SEAL of the said CAPITAL DEVELOPMENT AUTHORITY and DELIVERED in the presence of us this 24th day of JUNE 2016.

Signature: 
Name: PASKASI DAMIAN MURAGILI
Postal Address: P.O. BOX 913, DODOMA
Qualification: DIRECTOR GENERAL

Seal

Signature: 
Name: SAID HASHIM KAMSUMBILE
Postal Address: P.O. BOX 913, DODOMA
Qualification: SENIOR LEGAL OFFICER

SIGNED and DELIVERED by the said JOHN MALECELA who is known to me personally/identified to me by 
the latter being known to me personally in my presence this 14th day of JULY 2016.

Signature: 
Name: GIDO RIGI S.J. WASENGA
Postal Address: BOX 2150 DODOMA
Qualification: Advocate

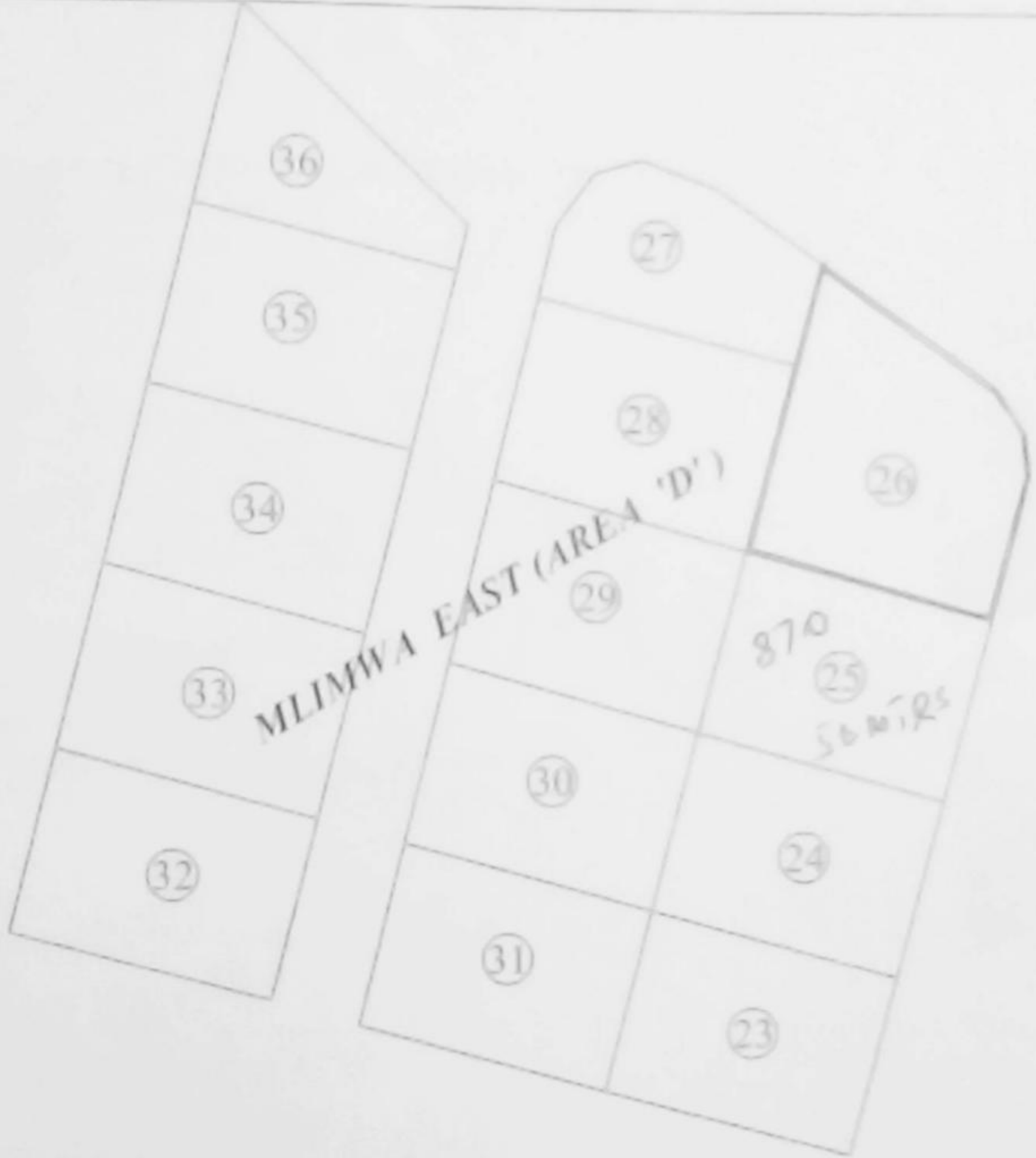


DODOMA MUNICIPALITY

INSET SHOWING DETAILS OF PLOT



LOCATION	AREA 'D'
PLOT No	26
BLOCK	J
C.D.A./O No	96253/26318
AREA	1.165 SQM



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

This plan prepared in accordance with the Registered plan No 45797 is approved for the purposes of Lands Registration Ordinance for the Director of Surveys and Mapping
 Date: *J. K. M. M. M.* 14.06.2016
 Ministry of Lands and Human Settlement Development

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO.4 OF 1999)
TRANSFER OF AN OFFER OF RIGHT OF OCCUPANCY
(Under Section 62)

TITLE NO. 30422-DLR
LAND OFFICE NO. 96253/26318
PLOT NO. 26 BLOCK "J"
AREA D
DODOMA CITY COUNCIL

IN CONSIDERATION of Tanzania Shillings Thirty Million (Tshs. 30,000,000/=) Only, I, JOHN MALECELA of P.O.Box, 980, Dodoma, Tanzania, HEREBY TRANSFER to BENY YONAM TWEVE of P.O. Box 118, Tunduma, Tanzania, Offer of the Right of Occupancy registered under the above reference.

SIGNED and DELIVERED of the said JOHN MALECELA who is known /identified to me by the latter being known to me in my presence this 22 day of APRIL 2021

[Signature]
TRANSFEROR



WITNESS:
Full Name: ESTANZIA Ntzo
Signature: *[Signature]*
Address: 3550, DODOMA
Qualification: ADVOCATE

SIGNED and DELIVERED by the said BENY YONAM TWEVE who is Known/identified to me by the latter being known to me in my presence this 22 day of APRIL 2021

[Signature]
TRANSFEEE



WITNESS:
Full Name: ESTANZIA (Ntzo)
Signature: *[Signature]*
Address: 3550, DODOMA
Qualification: ADVOCATE

Where applicable

IN EXERCISE ON THE POWERS VESTED IN ME UNDER SECTION 37 OF THE LAND ACT 1999 I, COMMISSIONER FOR LANDS/ AUTHORISED OFFICER HEREBY APPROVE THIS DISPOSITION

[Signature]
COMMISSIONER FOR LAND/AUTHORISED OFFICER
DATE:

DODOMA LAND REGISTRY
GOVERNMENT ORDER No 213 of 2017
GROUND LEASE UNDER TITLE No. 30422 DLR
IS HEREBY CONVERTED TO CERTIFICATE OF RIGHT OF OCCUPANCY
FOR A TERM OF 99 YEARS COMMENCING ON 01-01-1992
[Signature]

LAND REGISTRY DODOMA
TRANSFER OF R/D 20784-DLR
Filed Document No. 26-5-2021 Time 9:00 A
Date of Registration 9:00 A
BENY YONAM TWEVE OF
P.O. BOX 118, TUNDUMA (IN CONVE
OF Tsh 30,000,000/=)
[Signature]

LAND REGISTRY DODOMA
TRANSFER
Filed Document No. 30884-DLR
Date of Registration 02-02-2022 Time 11:00 P
GERWILL COMPANY LIMITED OF
P.O BOX 2551, DODOMA
(In con of Tsh. 50,000,000/=)
[Signature]