

MKATABA WA UPANGISHAJI

BAINA YA

NAFLES JACKSON MBILINYI

NA

MANAT COMPANY LIMITED

TAREHE 8 YA MWEZI, JULAI, 2022.

MKATABA WA UPANGAJI

Mkataba huu umeandaliwa leo tarehe 8 Mwezi 07 Mwaka, 2022.

KATI YA

BWANA NAFLES JACKSON MBILINYI, S. L. P 22439, DAR ES SALAAM (ambaye katika Mkataba huu atajulikana kama "MPANGISHAJI" kwa upande mmoja.

NA

MANAT COMPANY LIMITED, Kampuni iliyosajiliwa chini ya sheria za Makampuni ya nchini Tanzania, yenye anwani S.L.P 22439, Dar Es Salaam, (ambayo kwenye Mkataba huu itajulikana kama "MPANGAJI" kwa upande mwingine.

AMBAPO, Mpangishaji ni mmiliki halali wa nyumba iliyopo katika Kiwanja **Namba 14 Kitalu J.** iliyopoeneo la Kivule, wilaya ya Ilala, Mkoa wa Dar Es salaam, ameridhia kumpangisha mpangaji katika mkataba huu nyumba kwa lengo la kuendesha shughuli za kampuni kwa kodi ya **Tsh.2,000,000/=** (kodi ya shilingi Milioni mbili tu) kwa mwezi na mpangaji kuridhia kupanga nyumba hiyo kwa gharama hiyo kwa makubaliano kama ifuatavyo:

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:-

1. Mkataba huu utakuwa wa kipindi cha miaka mitano kuanzia 1/7/2022 mpaka tarehe 30/6/2027, utakuwa unaandaliwa upya (renewable) kila mwaka kwa kodi hiyo hiyo. Mpangaji kwa makubaliano haya anaridhia kutoa kodi kwa kipindi cha miezi kumi na mbili (mwaka mmoja) kutoka tarehe 1/7/2022 mpaka tarehe 30/6/2023 ambapo amelipa kodi ya nyumba ya kiasi cha Tsh. 24,000,000/= (Millioni Ishirini na nne tu) kwa kipindi chote cha miezi kumi na mbili.
2. Kwa kusaini Mkataba huu mwenye nyumba ameridhia kupokea kiasi hicho cha kodi cha Tsh.24, 000,000/= (Millioni Ishirini na nne tu) kutoka kwa mpangaji.
3. Mpangishaji atawajibika na mambo yafuatayo:-
 - (a) Kwa kusaini Mkataba huu mwenye nyumba ameridhia kupokea kiasi hicho cha kodi (Tsh. 24,000,000/=) kutoka kwa mpangaji.
 - (b) Kuhakikisha Mpangaji anakuwa huru na amani kalika ukaaji wake pasipo kuingiliwa (without any interruption). Uhuru huu utakuwa ndani ya mipaka ya makubaliano ya mkataba huu wa upangishaji.
4. Mpangishwaji naye atawajibika na mambo yafuatayo:-

(a) Hatoruhusiwa kupangisha au kumkodisha mtu mwingine.

(b) Atawajibika kulipa gharama zote za maji safi na maji taka zinazohusu nyumba hiyo.

(c) Gharama zote za matumizi ya umeme zitakuwa kwa mpangishwaji.

(d) Hatoruhusiwa kuweka katika nyumba vitu ambavyo vinahatarisha usalama wa nyumba na watumiaji kwa ujumla kama vile vitu ambavyo vinaweza kusababisha milipuko (explosives), sumu (poison) na vifaa vingine vya namna hii.

(e) Atalazimika kumruhusu mpangishaji au mtu yeyote atakayeletwa na mpangishaji kwa nia ya kufanya ukarabati, usafi wa jengo husika ama shughuli nyingine yeyote ambayo itakuwa aidha kwa ajili ya ukaguzi ama kuendeleza ubora na usalama wa nyumba.

(f) Kwamba Mpangishwaji atawajibika na shughuli zote za ulinzi na usalama wa mali zake yeye mwenyewe kwa kipindi chote cha upangaji wake katika nyumba hiyo.

(g) Kutunza nyumba husika kwa kugharamia matengenezo madogomadogo yatakapojitokeza kama vile kurekebisha milango, taa (tubelights) nk.

(h) Kuhakikisha nyumba husika siku zote inakuwa kwenye hali ya ubora kwa ajili ya matumizi.

5. Kwamba mpangishaji na mpangaji wanakubaliana kuwa endapo mpangaji atashindwa kulipa kodi ya pango (rent) ndani ya siku kumi na nne (14) kutoka tarehe ambayo atapaswa kuwa amelipa basi Mpangishaji atakuwa na haki ya kisheria kwa mkataba huu ya kumuondoa Mpangaji katika nyumba hiyo kwa kulunga sehemu hiyo kwa kuweka kufuli na pale ambapo mpangaji atakua ameshindwa kuhama ndani kwa kipindi cha siku saba (7) kutoka tarehe ya kuwekwa kufuli basi Mpangishaji atakuwa na haki ya kuliondoa kufuli hilo na kuvunja mlango na hatimaye kuondoa vitu vyote vilivyomo ndani pasipo kuwepo au kuwepo kwa Mpangaji. Aidha mpangaji atawajibika kulipa gharama za uharibifu utakaotokana na kuvunjwa kwa mlango pamoja na usumbufu utakaokuwa umejitokeza.

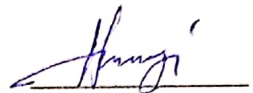
6. Kwamba Mpangishaji na Mpangaji wanakubaliana kuwa kila mmoja atakuwa na haki ya kukatisha/ kusitisha (terminate) mkataba huu wa upangaji kwa kutoa NOTISI ya mwezi mmoja (1) kwa mwenzake.

kutokana na ukiukwaji wa Mkataba huu wa upangishaji bila kuathiri haki husika za pande zote mbili.

7. Kwamba Mpangishaji na Mpangaji wanakubaliana kuwa pale ambapo Mpangaji atakuwa na nia ya kuendeleza (renew) Mkataba huu wa upangaji basi atawajibika kutoa Notisi ya mdomo (oral)/maadishi (Written Notice) ya mwezi mmoja (1) kabla, Mpangishaji atakuwa na uhuru wa kuamua kuongeza au la, kutokana au kutegemeana na mwenendo wa Mpangaji wakati wa ukaaji wake.
8. Mpangishaji na mpangaji wakiwa ni watu wazima, wenye akili timamu na pasipo kushurutishwa ama kulazimishwa, wote kwa ujumla wanakiri kuyasoma na kuyaelewa makubaliano haya na hivyo kuwajibika nayo kisheria pale ambapo ukiukwaji utatokea.
9. Mkataba huu umeandaliwa chini ya Sheria za nchini Tanzania.


KWA USHUHUDA wa hayo pande zote mbili zinatia sahihi zao hapo chini.

IMETIWA SAINI na KUTOLEWA na
NAFLES JACKSON MBILINYI ambaye namjua/
ametambulishwa kwangu na _____
_____ na baadae kufahamika mbele yangu
Leo tarehe 08 ya mwezi Julai, 2022.


MPANGISHAJI

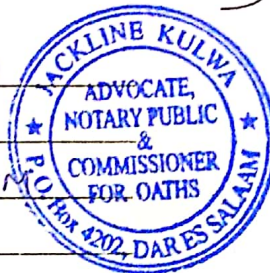
Mbele Yangu:

Jina: JACQLINE KULWA

Saini: 

Anwani: S.L.P 4202 DJS

Sifa: Wakili



IMETIWA MUHURI wa **MANAT COMPANY LIMITED**
Ambaye namfahamu /imetambulishwa kwangu
na _____
_____ na baadae kufahamika mbele yangu
leo tarehe 08 mwezi wa Julai, 2022.

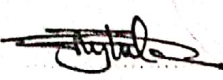

MPANGAJI

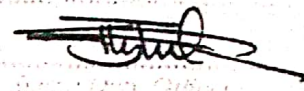
Jina: MARIA AUGUSTINO LUVANDA

Saini: 

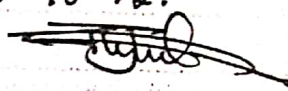
Anwani: 22439

Sifa: MKURUGENZI

158007
18.1.2017
1.00PM


100/-
Land Form No. 22 12536512
2016.10.12.


THE UNITED REPUBLIC OF TANZANIA


1394/-
12536512
2016.10.12.


THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No...158007
L.O. No. 631211.
Ref: AR/ILA/KIZ/J/427

The  day of January Two thousand and ~~Sixteen~~ Seventeen

THIS IS TO CERTIFY that NAFLES JACKSON MBILINYI of P.O. Box 22439, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Thirty three years (33)** years from the first day of **October, Two thousand and Sixteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

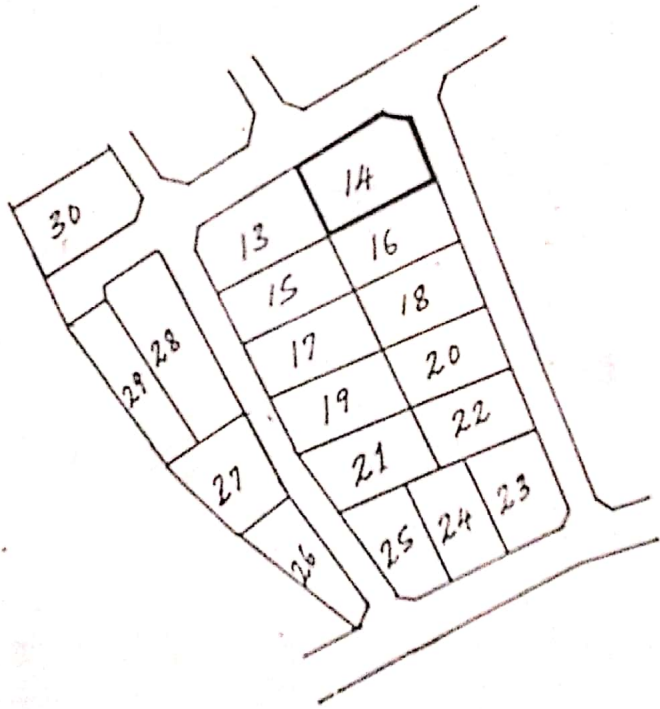
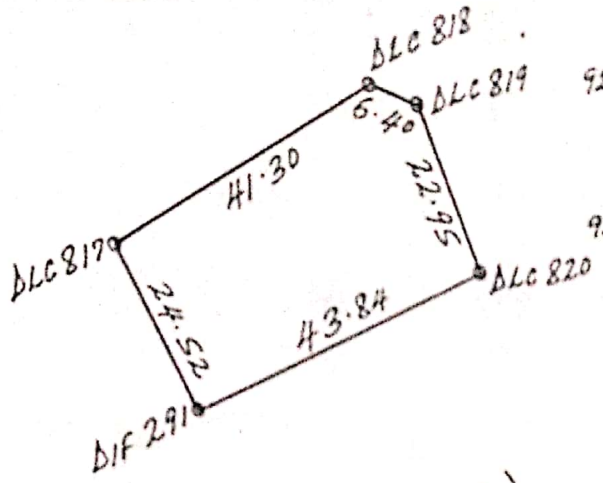
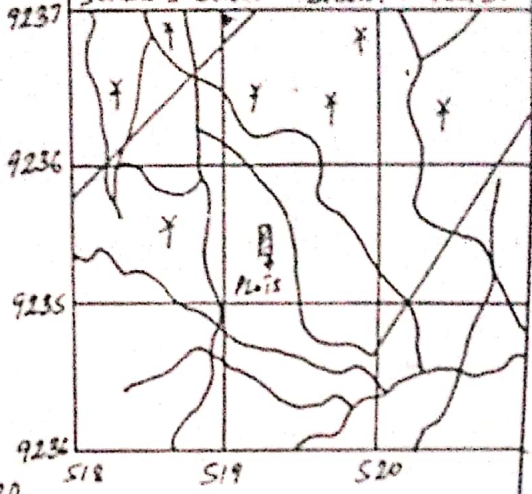
1. The Occupier having paid rent up to the thirtieth day of June, 2017; shall hereafter pay rent of shillings **Twenty one thousand (Tshs. 21,000/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Ijala Municipal Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the day of commencement of the Right.
3. **USER:** The land shall be used for **Residential purposes only**. Use Group 'A' use classes **(a) and (c)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause and in public interest.



KIZINGA
J
14
631211
1162

LOCATION SKETCH
SCALE 1:50,000 SHEET N. 18613



78513
18/10/2016
TCC

SCHEDULE

ALL that Land known as Plot No. 14 Block 'J' situated at Kizinga area in Ilala Municipality in Dar es Salaam City containing One thousand one hundred sixty two (1162) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 78513 deposited at the Office of the Director for Surveys and Mapping at Dar Es Salaam.

Given under my hand and my official seal the day and year first above written.

[Handwritten Signature]

ASSISTANT COMMISSIONER FOR LANDS

I, the within named NAFLES JACKSON MBILINYI, hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said NAFLES JACKSON MBILINYI who is known to me personally/identified to me by.....

the latter being known to me personally in my presence this 5th day of December, 2016

Witness's Signature..... *[Handwritten Signature]*

Postal Address: P.O. Box 2483

DAR ES SALAAM

Qualification: ADVOCATE

