



P.O. Box 71119 Dar es Salaam, Tel: +255 788 300 300
Mob: +255 763 300 300, Email: info@shamsdvlp.co.tz

01st OCTOBER 2022

**EXECUTIVE DIRECTOR
TANZANIA INVESTMENT CENTRE
P.O. BOX 938
DAR ES SALAAM**

Dear Sir. /Madam

RE: APPLICATION FOR CERTIFICATE EXTENSION.

The subject above is concerned.

We are a Development Company having an existing development project in Plot No. 340; Oysterbay Msasani Road. We are requesting to renew Certificate of Incentives of our company, Certificate No: 061322.

We are apologizing for the delay in submitting the request for the renewal of the Certificate. This is due to the interruption of our development project, due to the conflict between us and our neighbor, French School located in National Housing (NHC) Buildings Plot No. 341 (a). Our neighbor extended their building in our area thus leading to this crisis lasting for about 6 years now, thus resulted in incurring a loss of approximately 2 billion shillings and led to postpone the project. Finally, this conflict has been resolved this year and we are now moving forward with the project.

We have attached together with this letter, a copy of the boundary dispute agreement between plot 341 (a) and plot 340. We hope our request will be processed by your office. Thank you and best regards.

Yours Faithfully

**HUSSEIN MOHAMED SHAMS
MANAGING DIRECTOR**

Tarehe: 30/10/2020

Kumb Na. NHC/DSM/900/3/EM

KAMISHNA WA ARDHI,
WIZARA YA ARDHI NYUMBA NA MAENDELEO YA MAKAZI,
KANDA YA MASHARIKI,
S.L.P 9230

Dar-es-Salaam.

YAH: KUWASILISHWA KWA MKATABA WA MARIDHIANO JUU YA MGOGORO WA MPAKA WA KIWANJA Na: 341(a) CHA SHIRIKA LA NYUMBA LA TAIFA NA KIWANJA Na: 340 CHA Bw.GREY LAZARUS WAKALUKWA

Tafadhali Rejea barua yetu ya tarehe 03.07.2020 yenye Kumb Na. NHC/DSM/900/2/WCG, Kuhusu ombi la ushauri wa kitaalamu juu ya mgogoro wa mpaka kati ya Shirika la Nyumba la Taifa kiwanja Na: 341(a) na Bw. Grey Lazarus Mwakalukwa wa kiwanja Na: 340 Oysterbay Dar es salaam.

Ofisi yako ilitoa ushauri kuwa tuwasilishe mkataba wa malidhiano **'DEED OF SETTLEMENT'** kati yetu (Shirika) na jirani (Gray L Mwakalukwa).Kwa kufuata ushauri Shirika limeambatanisha mkataba wa malidhiano **'DEED OF SETTLEMENT'** kati yake na jirani (Gray L Mwakalukwa) pia dondoo za kikao cha maridhiano kwa hatua zaidi za utendaji na utekelezaji.

Ni matumaini yetu kwamba ofisi yako itatoa ushirikiano katika kufanikisha jambo hili.

Wako katika ujenzi wa Taifa,

SHIRIKA LA NYUMBA LA TAIFA.



ELIAS MSESE

Kny: MKURUGENZI MKUU



Nakala:
Gray L Mwakalukwa,
P.O BOX 10735,
Dar es Salaam.

SETTLEMENT AGREEMENT

BETWEEN

NATIONAL HOUSING CORPORATION

("NHC")

AND

GRAY LAZARUS MWAKALUKWA

("Mr. Mwakalukwa")

**In respect of adjustment of common boundary line between Plot No. 341 (A) Oysterbay in
Dar es Salaam City and Plot No. 340 Oysterbay in Dar es Salaam City**



DRAWN BY

LEGAL SERVICE UNIT
NATIONAL HOUSING CORPORATION
PLOT NO. 1, UFUKONI, ALI HASSANI MWINYI ROAD
P.O. BOX 2977,
DAR ES SALAAM

Handwritten signature/initials

THIS SETTLEMENT AGREEMENT is made as of the day of
2020.

BETWEEN:

1. **NATIONAL HOUSING CORPORATION**, a body corporate established under the Act of Parliament No. 2 of 1990 whose head office is at 6 Ufukoni Road, Upanga for purposes hereof of P.O. Box 2977 – 11101, Dar es Salaam (hereinafter referred to as "NHC" which expression shall, where the context permits, include its assignees, agents and successors in title); and
2. **GRAY LAZARUS MWAKALUKWA**, of Post Office Box Number 10735, Dar es Salaam (hereinafter called "MR. MWAKALUKWA" which expression shall, unless the context otherwise requires, include MR. MWAKALUKWA personal representatives and heirs).

WHEREAS:

- (A) NHC is the legal and beneficial owner Plot No. 341 (A) Oysterbay in Dar es Salaam City containing 31,770 square feet delineated in registered Survey Plan No. 9668 comprised under Certificate of Title bearing No. 186036/172 ("NHC Property").
- (B) MR. MWAKALUKWA is the legal and beneficial owner Plot No. 340 Oysterbay in Dar es Salaam City containing 3,092 square metres shown for identification only edged red on the plan attached to Certificate of Occupancy bearing Title No. 113268 and registered on the Survey Plan No. 7730 ("MR. MWAKALUKWA Property") which property is adjacent to NHC Property.
- (C) Following the undertaking of a common boundary line recovery survey between NHC Property and MR. MWAKALUKWA Property, it has come to the knowledge of the Parties that, the buildings and fixtures constructed on NHC Property by NHC's tenant ECOLE FRANCAISE ARTHUR RIMBAUD have extended by 5.96 metres over the rear side (beacon No. 656) of the common boundary line (the "Existing Boundary"). The boundary recovery survey is attached to this Agreement as "Annexure A".
- (D) NHC and MR. MWAKALUKWA have negotiated and agreed, subject however, to the obtaining of all necessary and required approvals, to enter into this Settlement Agreement to record the modalities under which the Parties shall adjust the Existing Boundary.

AEI

NOW, THEREFORE, in consideration of the mutual covenants herein stated and other good and valuable consideration, the receipt which is hereby acknowledged **IT IS HEREBY AGREED AS FOLLOWS:**

1. Boundary Line Adjustment

- 1.1 The Parties agree to adjust the Existing Boundary by NHC surrendering 2 metres at the front side (beacon No. B 674) of the Existing Boundary and MR. MWAKALUKWA surrendering 2 metres at the rear side (beacon No. B 656) of the Existing Boundary (such adjusted boundary to be referred to herein as the **"New Boundary"**), as generally depicted and described on the survey attached to this Agreement as **"Annexure B"**.
- 1.2 From and after the date hereof, the common boundary between NHC Property and MR. MWAKALUKWA Property shall henceforth be located along the New Boundary.
- 1.3 The Parties acknowledge and agree that NHC shall be responsible for pursuing the necessary approvals from the relevant authorities, including the preparation of any required applications and surveys, and shall be responsible for all costs associated therewith. MR. MWAKALUKWA shall cooperate with NHC in pursuing all necessary approvals from the relevant authorities.

2. Release and Discharge

- 2.1 It is expressly understood, acknowledged and agreed between the parties that this is a full and final settlement and release applying to all known and unknown and unanticipated claims, causes of actions, losses, damages or rights arising out of any said claim, dispute or controversy between them.

3. Costs

Each party shall pay its own legal costs in relation to the preparation execution and carrying with effect of this Agreement and of all other documents referred to in it.

4. Confidentiality

- 4.1 Each of the parties hereby undertake that they shall at all times hereafter (save with the prior written consent of the other parties) treat as strictly confidential and shall not disclose to any third party any information concerning the existence of this Agreement or any transaction or matter contemplated hereunder provided that the parties may disclose information which would otherwise be confidential if and to the extent:

- (a) required by law;
- (b) required by any tax authority regulatory or governmental body to which such party is subject or submits wherever situated whether or not the requirement has the force of law;
- (c) the information has come into the public domain through no fault of that party;
- (d) disclosed to professional advisers auditors and bankers of each party; or

(e) necessary for enforcing the rights and obligations contained in this Agreement.

5. Entire Agreement

5.1 This Settlement Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all agreements, promises, assurances, warranties, representations and understandings between them whether written or oral, relating to this subject matter herein.

6. General

6.1 All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

6.2 This Settlement Agreement is personal to the parties hereto and no party may assign or transfer its rights obligations or liabilities hereunder to any third party without the express written consent of the other parties hereto.

6.3 No failure to exercise and no delay in exercising on the part of any party any right power or privilege hereunder or to insist on the strict performance of the covenants terms conditions and stipulations herein contained shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege.

6.4 No relaxation, forbearance, delay or indulgence by either party in enforcing the terms and conditions of this Settlement Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under this Settlement Agreement, nor shall any waiver by either party or any breach of this Settlement Agreement operate as waiver of any subsequent or continuing breach of this Settlement Agreement.

7. Governing Law

7.1 This Settlement Agreement shall be construed and interpreted in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NHC

SEALED with the COMMON SEAL of NATIONAL HOUSING CORPORATION and delivered in the presence of us;

SEAL

Signature: M. M. M. M. M.
Name: Maulids Banyani
Address: 2977, Dar es Salaam
Qualification: **Director General**

Signature: Hassamu
Name: Sarah Thomas Hassamu
Address: 2977, Dar es Salaam
Qualification: **Corporation Secretary**

MR. MWAKALUKWA

SIGNED and DELIVERED by

Who is known to me personally/identified by **GRAY LAZARUS MWAKALUKWA**
The latter being known to me personally in my Presence this 22nd day of OCTOBER, 2020

Gray Lazarus Mwakalukwa
.....
GRAY LAZARUS MWAKALUKWA

Witness Signature: [Signature]

Witness Name: EDITHA GODFREY

Address: 22760 DAR ES, JAJAAN

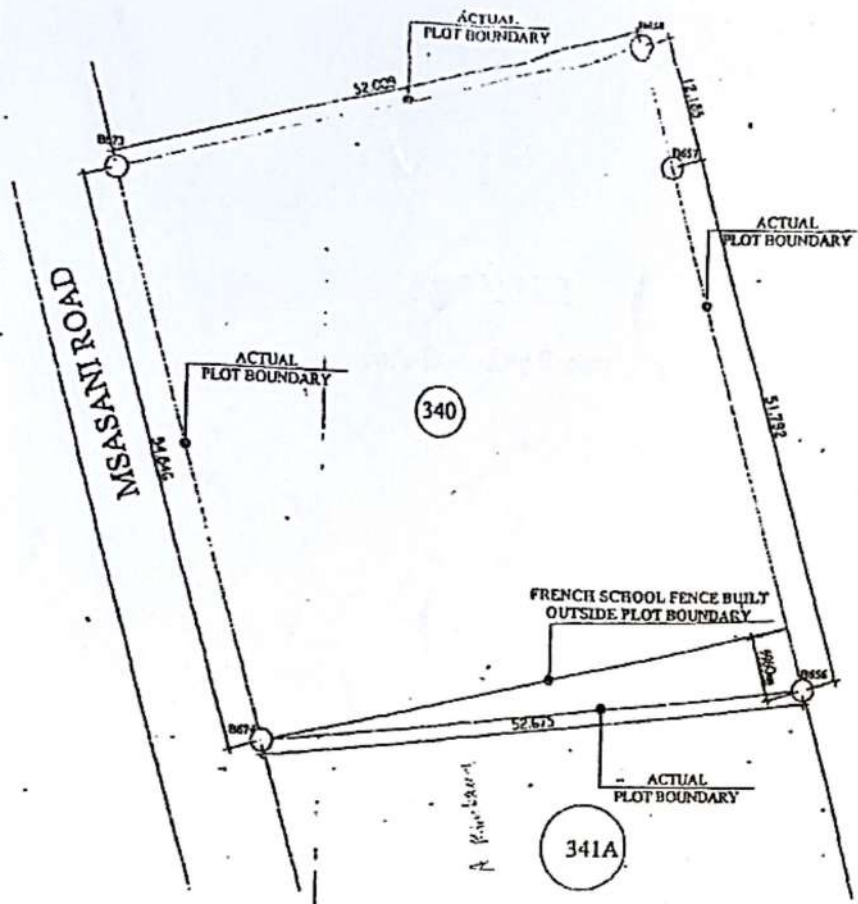
Qualification: ADVOCATE



ANNEXURE A

Boundary Recovery Survey of the Existing Boundary

15/1



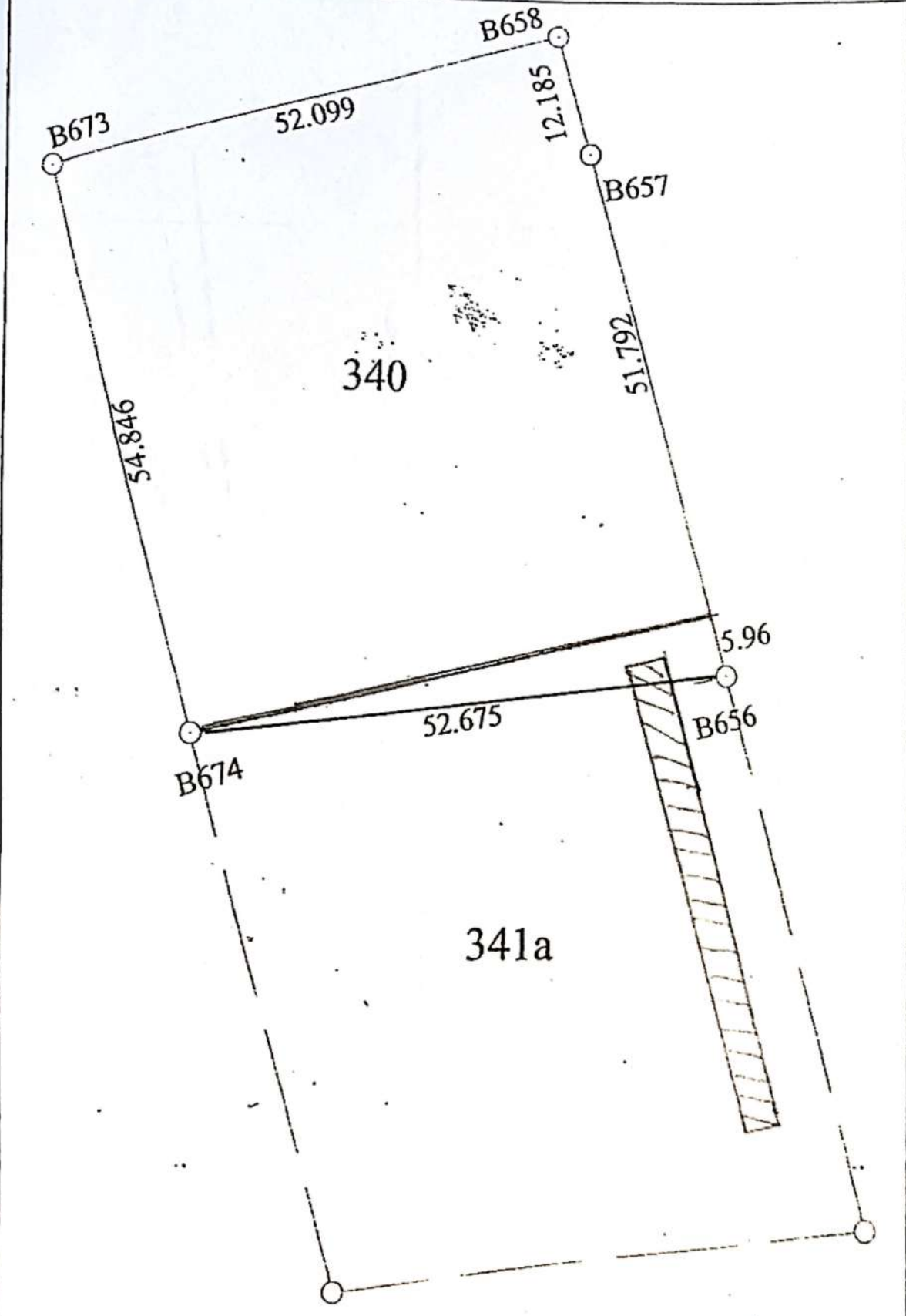
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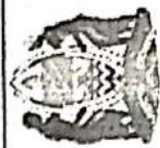
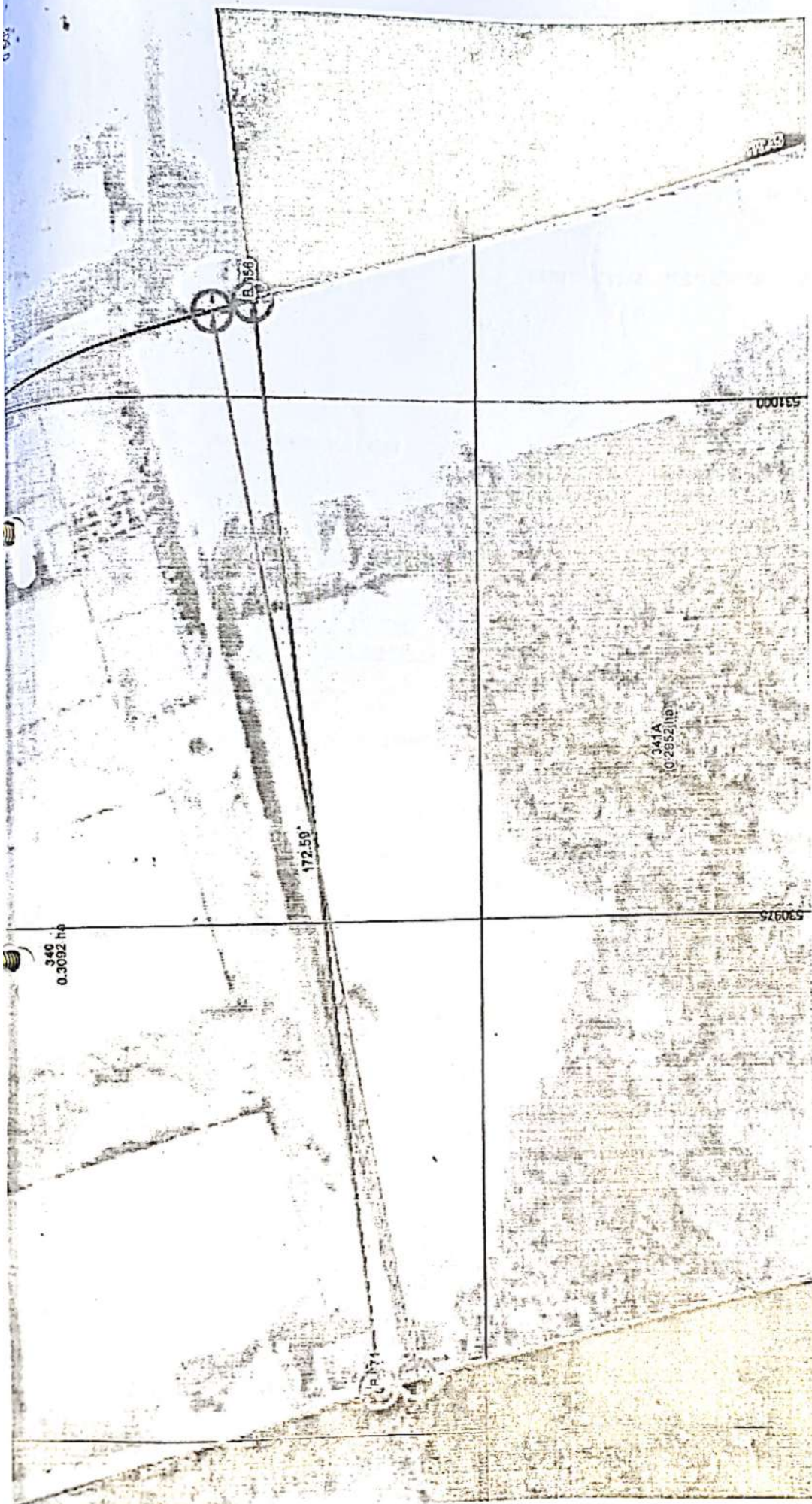
ANNEXURE B

New Boundary Survey

751

SURVEY OF PLOT NO 340 OYSTERBAY





Ministry of Lands, Housing and Human Settlements Development

[Handwritten signature]

2020-10-01
TAREF1/ UTM zone 37S

REF.NO:NHC/KIN/DSM/900/377/DFS

DATE: 09/04/2021

FRENCH SCHOOL SOCIETY,
P.O.Box 2183,
DAR - ES -SALAAM,
TANZANIA.

Dear Sir/Madam

RE: TIME EXTENSION FOR DEMOLITION OF THE PORTION OF YOUR SCHOOL LABORATORY ON PLOT 341A ALONG MSASANI ROAD DAR-ES-SALAAM AS PART OF THE BOUNDARY SETTLEMENT RESOLUTION

Please refer the captioned heading.


Reference is made to your letter dated 09/03/2021, in which you requested to be given some time to do the demolition of part of the laboratory as proposed in the dispute resolution document between National Housing Corporation and Mr.Gray Lazarus Mwakalukwa the owner of Plot 340 along Msasani Road Dar-Es-Salaam .

Please be informed that your request has been approved. We would like you assure us, that the said planning and demolition of the laboratory will take place effective from 2ND JULY,2021 to avoid any disruption and inconveniences on your side while conducting your school programmes for the academic year.

Your cooperation in this matter is of highly importance for our business continuity and good relationship with our neighbour Mr.Gray Lazarus Mwakalukwa the owner of Plot 340 along Msasani Road Dar-Es-Salaam .

Yours sincerely

NATIONAL HOUSING CORPORATION



**SOPHIA MWEMA
REGIONAL MANAGER**

Copy: Gray Lazarus Mwakalukwa,
P.O.Box 10735,
DAR ES SALAAM.

Kumb.Na.NHC/KIN/DSM/900/374/DFS

Date: 26/02/2021

FRENCH SCHOOL SOCIETY,
P.O.Box 2183,
DAR ES SALAAM,
TANZANIA.

Dear Sir/Madam

**REF: SETTLEMENT OF BOUNDARY DISPUTE BETWEEN PLOT No.341A &
PLOT No.340 ALONG MSASANI ROAD DAR-ES-SALAAM**

Please refer the captioned heading.

Reference is made to several official visits at your school premise whereby **National Housing Corporation** the landlord of Plot No.341A along Msasani Road had a boundary dispute with our neighbour **MR. GRAY LAZARUS MWAKALUKWA** (the owner of Plot No.340 Msasani Road).

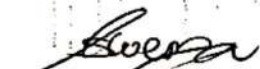
Following the undertaking of common boundary line recovery survey between **NHC Property & MR. MWAKALUKWA Property** and the advice from the **MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENT DEVELOPMENT** upon submission of **DEED OF SETTLEMENT** it has come to the knowledge of both Parties that, the building and fixtures constructed on NHC Property by yourself have extended by 5.96 metres over the rear side (beacon No.656) of the common boundary line (the **Existing Boundary**).

The parties agreed to adjust the Existing Boundary by NHC surrendering 2 metres at the front side (beacon No.674) of the Existing Boundary and **MR. MWAKALUKWA** surrendering 2 metres at the rear side (beacon No.B656) of the Existing Boundary (such adjusted boundary according to **DEED OF SETTLEMENT** be referred as the "New Boundary").

We would like to bring to your attention that, the portion of your **LABORATORY** will be affected upon implementation of the said boundary recovery settlement. The demolition of that portion of your **LABORATORY** and existing boundary wall is planned to take place as soon as possible. Your support and cooperation will be highly appreciated.

Yours sincerely

NATIONAL HOUSING CORPORATION



SOPHIA MWEMA
REGIONAL MANAGER
KINONDONI-DSM

Copy: Gray Lazarus Mwakalukwa,
P.O.Box 10735,
DAR ES SALAAM.