

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is Made the ____ day of _____, 2023
between

ZUHURA ALLY BIRA of P.O. Box 36488, Dar es salaam - Tanzania hereinafter referred to as **(the “Vendor”)**, which expression shall, unless the context allows otherwise, include his assignees, successors, administrators in title and or right), of one part.

AND

BALAJI TECHNOPACK LIMITED a limited company dully registered under the laws of Tanzania of P.O. Box 15044, Dar es salaam - Tanzania hereinafter referred to as **(the “Purchaser”)**, which expression shall, unless the context allows otherwise, include his assignees, successors, administrators in title and or right), of one part.

WHEREAS; Parties to this Memorandum of Understanding have decided to reach an amicable solution of selling (Vendor) and purchasing (by the Purchaser) the mentioned four certificates of occupancies namely: Title (CT) No. **169030**, Block C, Plot No. 6, L.O 730361 Located at Kisemmvule in Mkuranga District, Title (CT) No. **169248**, Block C, Plot No. 5, L.O 730360 Located at Kisemmvule in Mkuranga District, Title (CT) No. **169030**, Block C, Plot No. 6, L.O 730361 Located at Kisemmvule in Mkuranga District, Title (CT) No. **169264**, Block C, Plot No. 7, L.O 730362 Located at Kisemmvule in Mkuranga District, and Title (CT) No. **169296**, Block C, Plot No. 8, L.O 730363 Located at Kisemmvule in Mkuranga District,

WHEREAS; That in a meantime while agreeing through this deed the vendor has surrendered the herein above mentioned landed properties to the responsible authority (Mkurunga District Council) through her letter dated the 30th august 2023 with the purpose of merging the same to obtain a single title deed.

ANDWHEREAS; After signing this deed of agreement, the vendor is restricted to dispose the landed properties mentioned herein above to any other person as she will have no interest of ownership over the said properties.

NOW, THEREFORE, this **MEMORANDUM OF UNDERSTANDING** serves to record the general understanding between the parties hereto:

1.0 PURCHASE PRICE.

The Vendor agrees to dispose her landed properties mentioned herein above to the Purchaser at a consideration of Tanzanian Shillings Three Hundred millions (300,000,000/=) being the actual and full consideration of purchasing the landed properties.

2.0 SURRENDERING THE TITLE DEEDS AND THE PROCEDURES THEREAFTER.

Before signing this Memorandum of Understanding the Vendor has surrendered all four title deeds mentioned herein above to the responsible authorities with the purpose of merging the same to obtain one title deed for industrial purposes.

It is agreed that, after merging the title deeds into one, the newly issued title deed shall bear the name of the Vendor as indicated in her surrendering letter dated the 30/08/2023 addressed to the District Executive Director of Mkuranga District. The said letter is annexed to this memorandum of Understanding and marked as Annexure **ZAB 1** to be part and parcel of this memorandum of Understanding.

Immediately, after merging and issuance of a single title in the Vendor's name, the Vendor and the Purchaser shall conclude a new agreement with the purpose of smoothing the transfer of the newly issued title deed into the name of the Purchaser.

3.0 NO TRANSFER OR ASSIGNMENT

No party hereto may transfer or assign this Memorandum of Understanding to any other person, firm or entity without the prior written consent of the other.

4.0 EXPENSES

Subject to the provisions of this Memorandum of Understanding, each party shall bear and pay all costs and expenses to be incurred or incurred by it in respect of the transactions described herein, whether or not such transactions

are effected. Fees of third parties, including without limitation, attorneys, accountants, brokers, and financial advisors retained by any of the parties hereto, shall be for the account of each respective party.

5.0 LEGAL EFFECT.

That, in any case the Vendor refuses to comply with the requirement of this Memorandum of understanding in transferring the Tile deed after being merged, shall compensate the purchaser by returning the entire received paid consideration plus an interest of 25% of the agreed consideration.

7.0 CHOICE OF LAW

This Memorandum of Understanding shall be deemed to have been made, executed, and delivered in TANZANIA, and shall be construed by and enforced in accordance with the laws of TANZANIA.

IN WITNESS whereof this Memorandum Understanding has been executed and delivered as on the date
and in the manner shown herein below:-

SIGNED and DELIVERED at Dar es Salaam
by the said **ZUHURA ALLY BIRA**
Who is known to me personally / identified
To me by
The latter being known to me personally
Thisday of2023.

}
.....
VENDOR

Before me;
Name.....
Signature:
Postal Address:
Qualification: COMMISSIONER FOR OATHS.

IN WITNESS whereof this Deed has been executed and delivered as on the date and in the manner shown herein below:-

SEALED with the **COMMON SEAL** of the said
BALAJI TECHNOPACK LIMITED

And **DELIVERED** at Dar es Salaam, Tanzania

In the presence of us this.....day of2023

} **SEAL**

Name.....

Signature:

Postal Address:

Qualification:

Name.....

Signature:

Postal Address:.....

Qualification:



Land form No. 22
TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 3003/- Paid
 Receipt No: 33418824
 of: 13-01-2011
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
 (NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Stamp Duty ACT.
 100/- Paid
 Receipt Shs. 33418824
 13-01-2011
 Stamp Duty Officer

Title No: 169264
 L.O. NO.730362
 LD/MK/1561

The 30th day of October Two thousand and Seventeen

THIS IS TO CERTIFY that ZUHURA ALLY BIRA of P.O. Box 36488 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 ninety nine years from the first day of January, Two thousand and eleven according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under 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, 2011, shall thereafter pay rent of shillings thirty thousand one hundred thirty five (30,135/=) 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 land 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 objectives.
- (iii) Maintain on the land buildings (hereinafter called "the buildings") of permanent materials designed for use in accordance with the conditions of the Right and with conform to the building line (if any) decided by the District Council (hereinafter called "the Authority").
- (iv) At all times during the term of the Right have on the land buildings in accordance with the plans approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.
- (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.

3. The Occupier shall further

- (i) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
- (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land and the buildings to be erected thereon shall be maintained and used for the same shall be used for **Service Trade Purposes only**, Use Group 'M' use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulation, 1987 as amended in 1993.

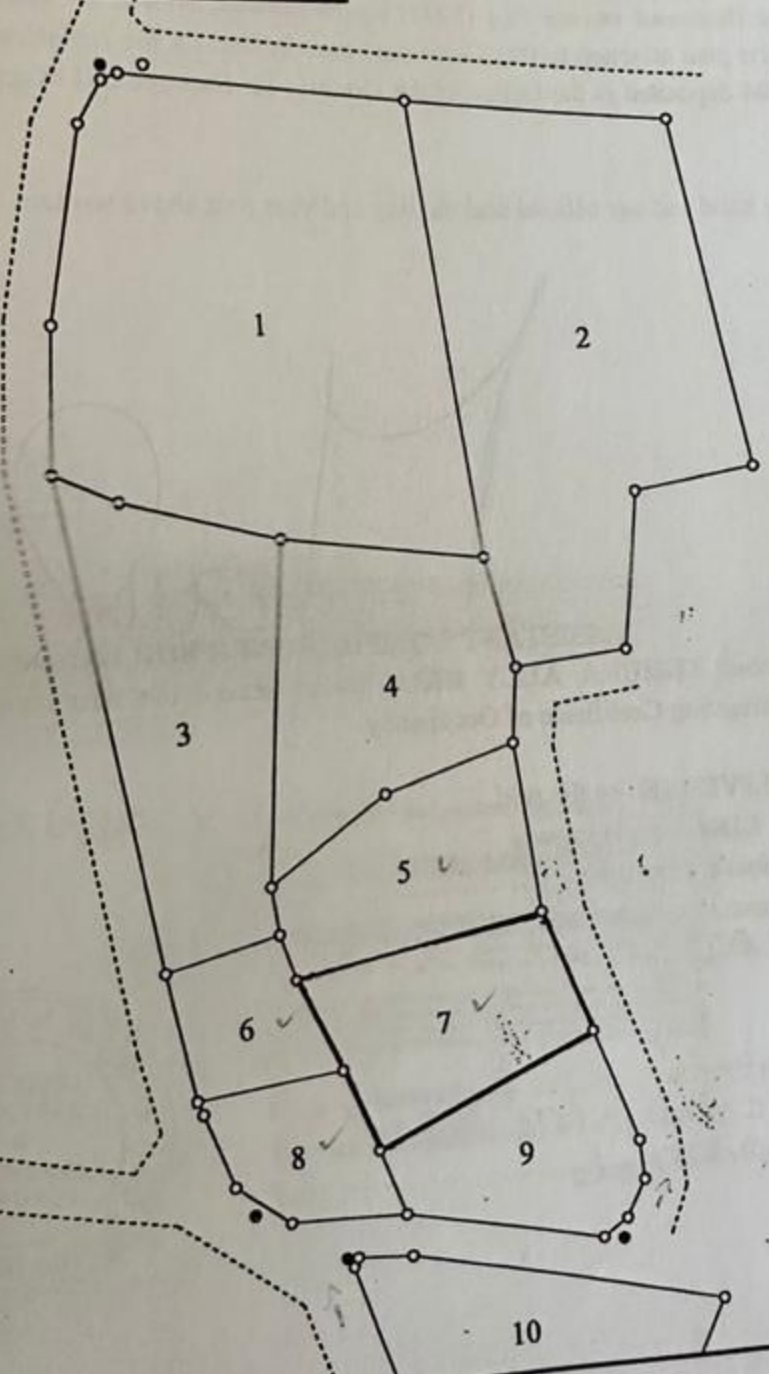
5. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. The Occupier shall deliver to the Commissioner notification of disposition in the prescribed form before or at the time the disposition is carried out together with the payment of all premier, taxes and dues prescribed in connection with that disposition.

7. The President may revoke the right for good cause or in public interest.

MKURANGA DISTRICT

LOCALITY..... KISEMVULE
BLOCK:..... C
PLOT No:..... 7
LO.No:..... 730362
AREA:..... 5,022 SQM



This plan prepared in accordance with Registered Plan No..... 64984
Is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping..... *Hanks* Date..... 11/05/2022
Minister of Lands and Human Settlements Development, Dar es Salaam

...no guarantee or

SCHEDULE

ALL that land known as Plot No.7 Block "C" situated at Kisemvule in Mkuranga District
Containing five thousand twenty two (5022) square metres shown for identification
edged red on the plan attached to this Certificate and defined on the registered Survey Plan
Numbered 64984 deposited at the Office of the Director for Surveys and Mapping at Dar
Salaam.

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

[Handwritten signature]

ASSISTANT COMMISSIONER FOR LANDS

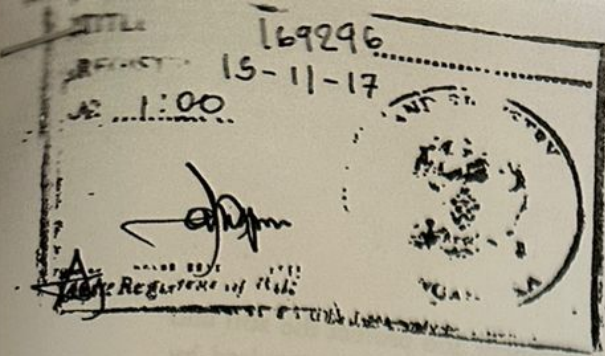
I, the within named ZUHURA ALLY BIRA hereby accept the terms and conditions
contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said
ZUHURA ALLY BIRA who is known
to me personally/identified to me by.....
the latter being known to me personally in my presence
this 25th day of May.....2017

) X ZUHURA ALLY BIRA

Witness's
Signature: *[Handwritten signature]*
Postal Address: P.O. Box 10669 D.S.M 1
Qualification: *[Handwritten text]*





TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1936/- Paid
Receipt No: 33418829
of: 13-01-11
Land Form No. 22
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 100/- Paid
On Original Receipt Shs: 33418819
of: 15-01-11
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No... 169296
L.O. NO.730363
LD/MK/1562

The 30th day of October Two thousand and Seventeen

THIS IS TO CERTIFY that ZUHURA ALLY BIRA of P.O. Box 36488 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 ninety nine years from the first day of January, Two thousand and eleven according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under 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, 2011, shall thereafter pay rent of shillings fifteen thousand four hundred sixty five (15,465/=) 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:-
 - (a) 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) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of Right and with conform to the building line (if any) decided by the **Mkuranga District Council** (hereinafter called "the Authority").
 - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.
 - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved the authority.
3. The Occupier shall further
- (i) Make and maintain of the land throughout the term adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Service Trade Purposes only**, Use Group 'M' use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulation, 1960 as amended in 1993.
5. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. 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 premier, taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause or in public interest.

MKURANGA DISTRICT



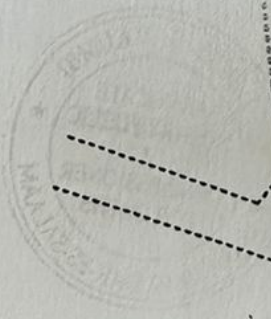
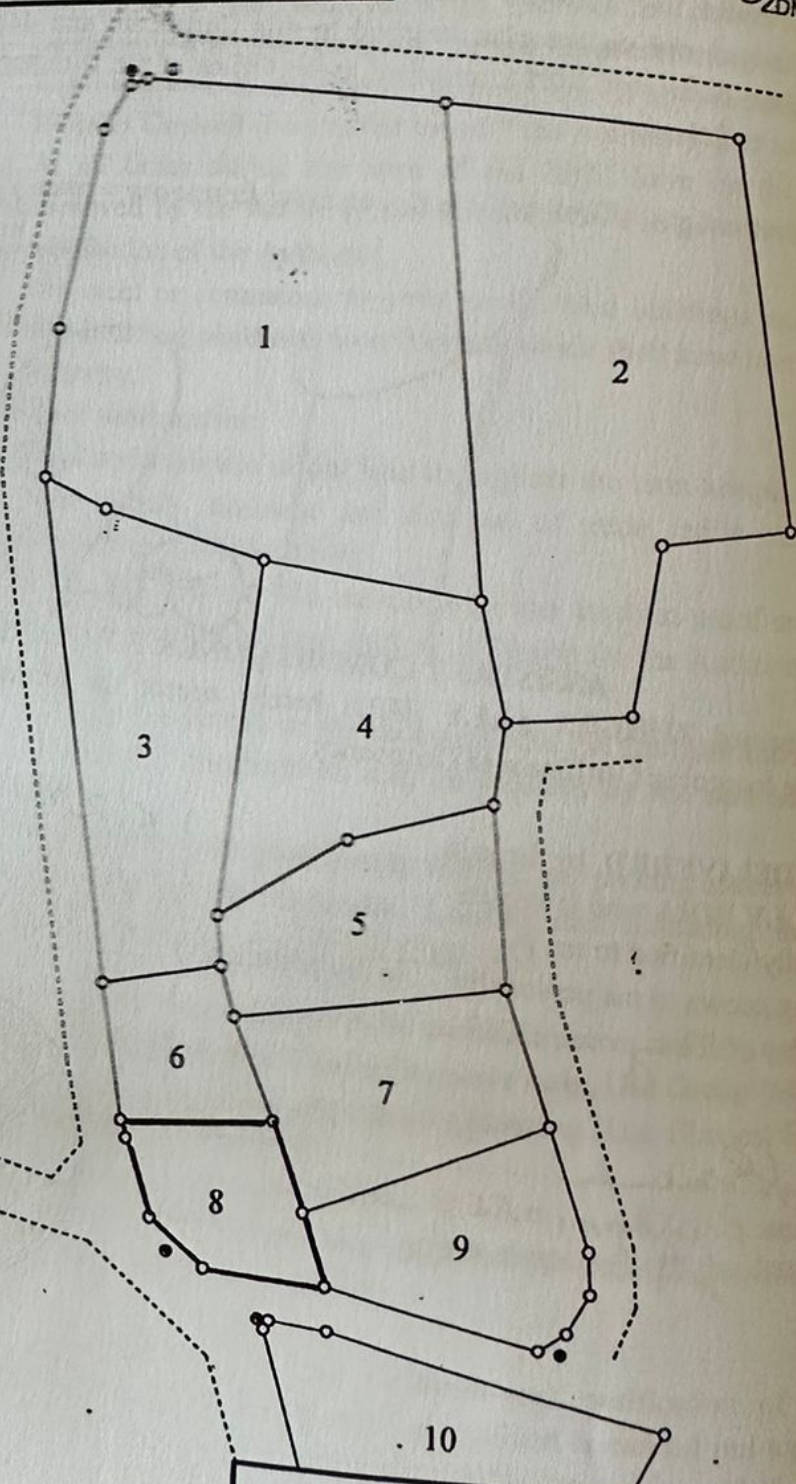
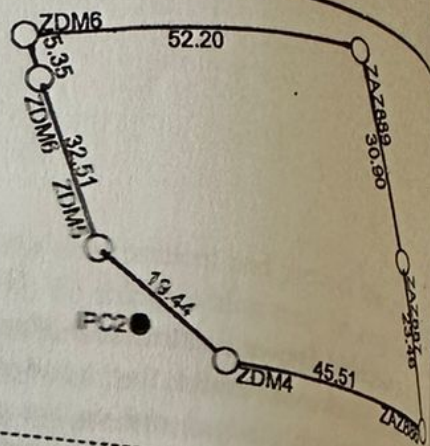
LOCALITY..... KISEMVULE

BLOCK:..... C

PLOT No:..... 8

LO.No:..... 730363

AREA:..... 2.577 SQM



This plan prepared in accordance with Registered Plan No. 6489
is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping..... *Handwritten Signature* Date..... 11/10/20

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

SCHEDULE

ALL that land known as Plot No.8 Block "C" situated at Kisemvule in Mkuranga District Containing two thousand five hundred seventy seven (2577) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 64984 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

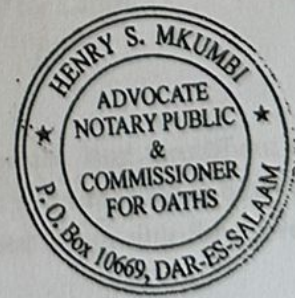
ASSISTANT COMMISSIONER FOR LANDS

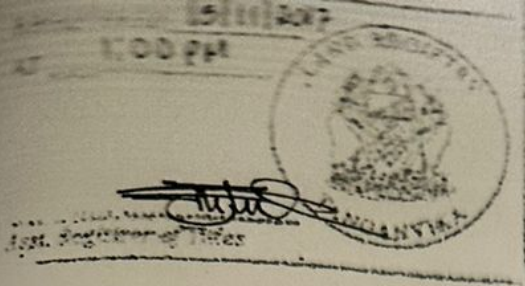
I, the within named ZUHURA ALLY BIRA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ZUHURA ALLY BIRA who is known to me personally/identified to me by..... the latter being known to me personally in my presence this. 25th day of May.....2017

) X ZUHURA ALLY BIRA

Witness's
Signature:.....
Postal Address: P.O. Box 10669, Dar es Salaam
Qualification: Advocate





Stamp Duty 100/-
 33418826
 of 13/01/11
 Land form No. 22
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Paid 28911/-
 On Order Receipt No. 33418826
 of 13/1/11
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
 (NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 169298
 L.O. NO. 730360
 LD/MK/1559

The 30th day of October Two thousand and Seventeen

THIS IS TO CERTIFY that ZUHURA ALLY BIRA of P.O. Box 36488 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 ninety nine years from the first day of January, Two thousand and eleven according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

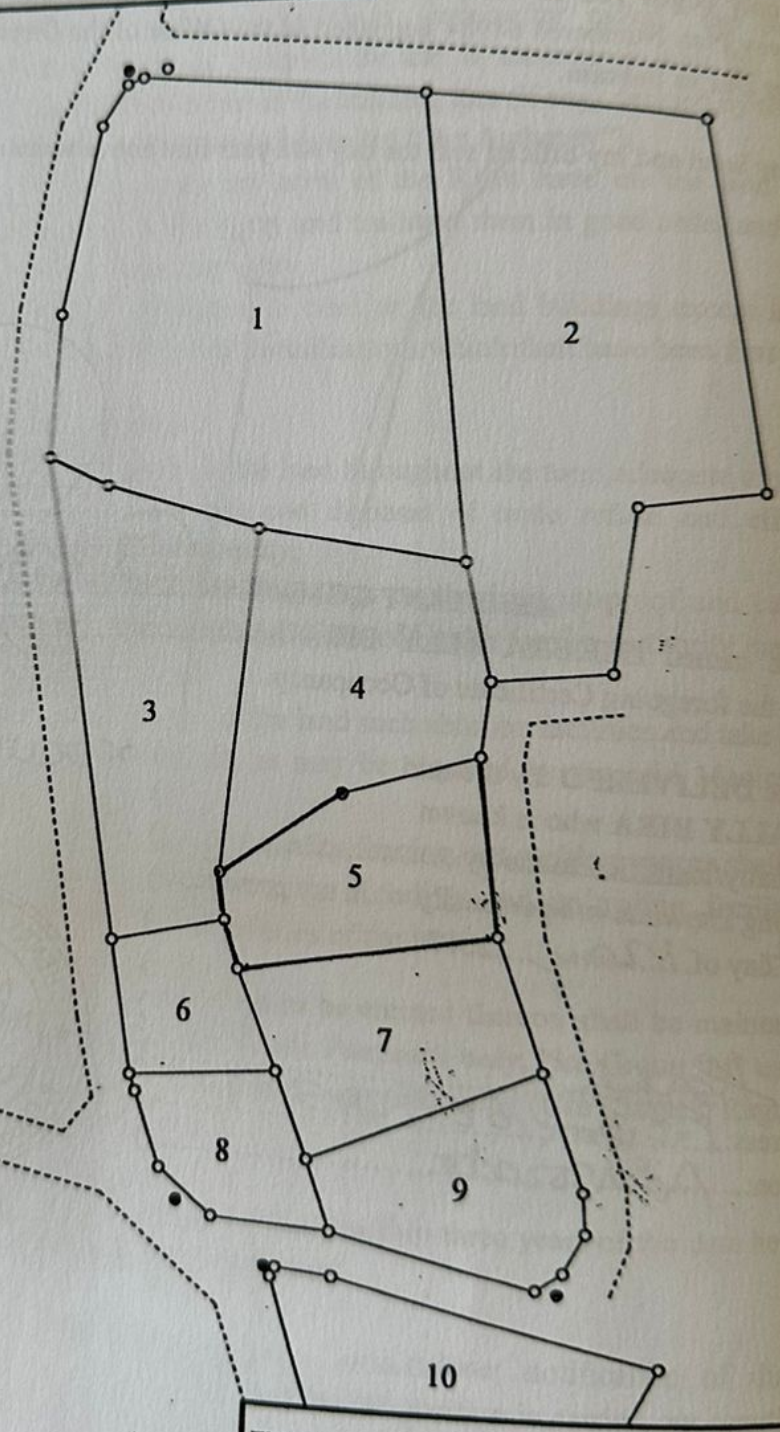
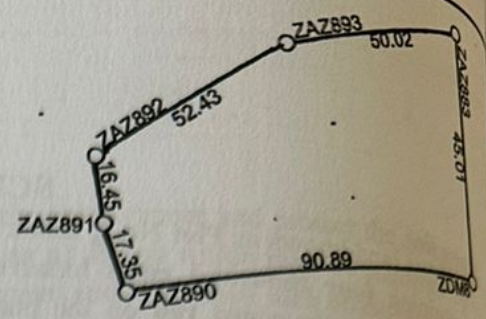
1. The occupier having paid rent up to the thirtieth day of June, 2011, shall thereafter pay rent of shillings twenty eight thousand ten (29,010/=) only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for 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) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of Right and with conform to the building line (if any) decided by the **Mkuranga District Council** (hereinafter called "the Authority").
 - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.
 - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved the authority.
3. The Occupier shall further
 - (i) Make and maintain of the land throughout the term adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Service Trade Purposes only**, Use Group 'M' use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulation, 1960 as amended in 1993.
5. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. 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 premier, taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause or in public interest.

MKURANGA DISTRICT



LOCALITY..... KISEMVULE.....
BLOCK:..... C.....
PLOT No:..... 5.....
L.O.No:..... 730360.....
AREA:..... 4,835 SQM.....



This plan prepared in accordance with Registered Plan No. 6494
is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping..... Date.....

The issue of this plan implies no guarantee or

MURANGA DISTRICT

SCHEDULE

ALL that land known as Plot No.5, Block "C" situated at Kisemvule in Mkuranga District
Containing four thousand eight hundred thirty five (4835) square metres shown for
identification only edged red on the plan attached to this Certificate and defined on the
registered Survey Plan Numbered 64984 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

ASSISTANT COMMISSIONER FOR LANDS

I, the within named ZUHURA ALLY BIRA hereby accept the terms and conditions
contained in the foregoing Certificate of Occupancy.


SIGNED and DELIVERED by the said
ZUHURA ALLY BIRA who is known
to me personally/identified to me by.....
the latter being known to me personally in my presence)
this 28th day of May.....2017)

X ZUHURA ALLY BIRA

Witness's
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 10669 DS
Qualification: Advocate



TITLE No. 169030
REGISTR. 15-11-2013
AT 01:00 PM



Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 100
Receipt No: 33418723
of: 13-01 Land Form No. 22
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1282 Paid
On Original Receipt Shs: 33418723
of: 13-01-2011
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No.: 169030
L.O. NO.730361
LD/MK/1560

The 27th day of October Two thousand and Seventeen

THIS IS TO CERTIFY that ZUHURA ALLY BIRA of P.O. Box 36488 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 ninety nine years from the first day of January, Two thousand and eleven according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under 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, 2011, shall thereafter pay rent of shillings twelve thousand nine hundred twenty five (12,925/=) 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.

Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of Right and with conform to the building line (if any) decided by the Mkuranga District Council (hereinafter called "the Authority").

(iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.

(v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved the authority.

3. The Occupier shall further

(i) Make and maintain of the land throughout the term adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

(ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.

(iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.

(iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land and the buildings to be erected thereon shall be maintained and the same shall be used for **Service Trade Purposes only**, Use Group 'M' use classes (a) and (b) as defined in the Town and Country Planning (Use Classes) Regulation, 1960 as amended in 1993.

5. The occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

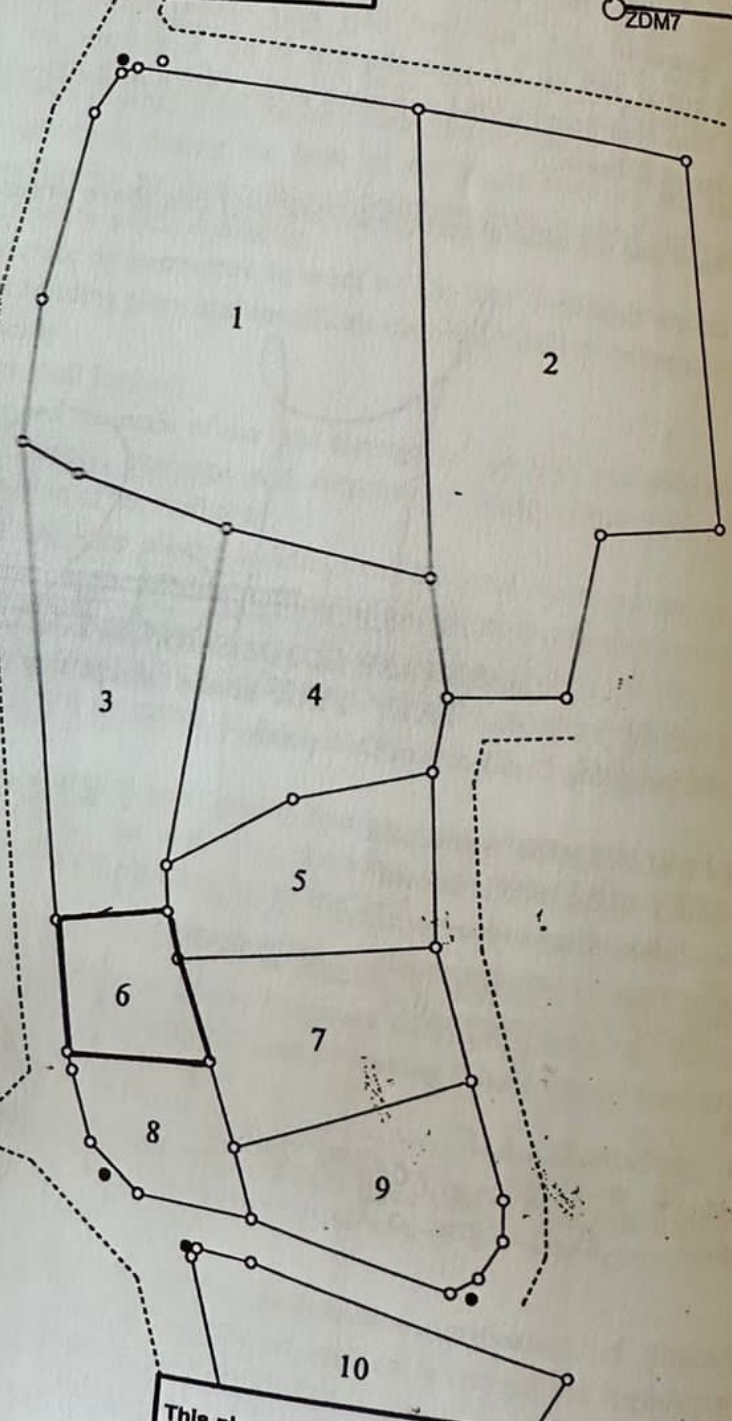
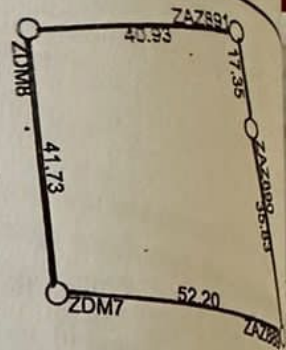
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premier, taxes and dues prescribed in connection with that disposition.

7. The President may revoke the right for good cause or in public interest.

MKURANGA DISTRICT



LOCALITY..... KISEMVULE
BLOCK:..... C
PLOT No:..... 6
LO.No:..... 730361
AREA:..... 2,154 SQM



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

This plan prepared in accordance with Registered Plan No..... 64964
is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping.....
Ministry of Lands and Human Settlements
Date..... 11/15/11

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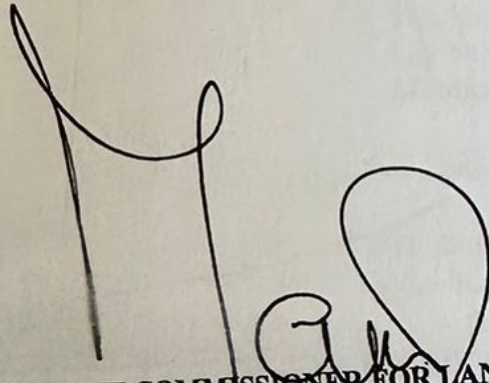
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SCHEDULE

ALL that land known as Plot No.6 Block "C" situated at Kisemvule in Mkuranga District
Containing two thousand one hundred fifty four (2154) square metres shown for
identification only edged red on the plan attached to this Certificate and defined on the
registered Survey Plan Numbered 64984 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



ASSISTANT COMMISSIONER FOR LANDS

I, the within named ZUHURA ALLY BIRA hereby accept the terms and conditions
contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said
ZUHURA ALLY BIRA who is known
to me personally/identified to me by.....
the latter being known to me personally in my presence)
this 25th day of May 2017)

X ZUHURA ALLY BIRA

Witness's

Signature: *J. Mubumba*
Postal Address: *P.O. Box 10669, D.S.M*
Qualification: *Advocate*

