

**LAND PURCHASE AGREEMENT**

**BETWEEN**

**MASONI KAMPUNI KATASIKO**

**AND**

**MGM EXPERT COMPANY LIMITED**

**DRAWN BY:**



**EALC**  
EAST AFRICAN LAW CHAMBER

**House No. 18, Rukwa Street**

**Masaki, Dar es Salaam**

**Tanzania**

**[www.dentons.co.tz](http://www.dentons.co.tz)**

✓✓

This Agreement is made at Dar es Salaam this .... day of ..... 2024

By and between

MASONI KAMPUNI KATASIKO a natural person whose postal office address is 65, Kilosa, Morogoro, Tanzania ( hereinafter referred to as the "Vendor" which expression shall include wherever applicable his, heirs, executors, legal representatives and assigns).

And

MGM EXPERT COMPANY LIMITED a limited liability company duly registered under the Companies Act (Cap 212 R.E. 2002) under incorporation number 171325102 situated at Plot No. 67109, Block A19, House No. 9 Forest & Canadian Street, Boma Road of postal office box 1322 Morogoro (hereinafter referred to as the "Purchaser" which expression shall include wherever applicable its agents, and or assigns).

**Recitals**

(A) WHEREAS the Vendor is the rightful owner of all the parcel of land situated at Kilosa, Morogoro, registered as Farm No. 1784, under certificate of title No. 10374- MGLR, L.O. No. 459062 and measuring at 357.83 Acres for a term of 66 years (hereafter referred to as the "Property");

(B) WHEREAS the Vendor has offered to sell the Property together with all exhausted and unexhausted improvements made, carried and undertaken on the Property where the said land is situated, and the Purchaser has agreed to buy the said land as it is more particularly described in the right of occupancy above referred.

**NOW THIS AGREEMENT WITNESSETH as follows:**

**1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement if the context so allows:

"Agreement" means this Sale Agreement and includes any other novation signed by the parties in accordance with the terms of this Agreement.



**"Business Day"** means a day other than Saturday, Sunday, or a public holiday and any other day on which commercial banks are open for business in Tanzania.

**"Commissioner"** means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, or any other person upon whom the powers of the Commissioner to consent dispositions of land have been vested or delegated or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated or authorized to be performed under Section 37 of the Land Act, Cap. 113 (Revised Edition, 2019) (as amended).

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement or arrangement of any kind or any right conferring a priority of payment.

**"Notice"** means any notice issued under this Agreement.

**"Purchase Price"** means the consideration for the purchase of the Property to be paid to the Vendor by the Purchaser on the terms provided in this Agreement.

**"Tax"** all forms of Tax and statutory, governmental, state, provincial, local, government or municipal charges, duties, imposts, contributions, levies or liabilities wherever chargeable in Tanzania in relation to the Property and any penalty, fine, surcharge, interest, charges or costs relating to it (in any period ending on or before Completion.

1.2 References to any provisions of this Agreement or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time.

1.3 References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision.

1.2.2

1.4 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa.

1.5 Words of one gender include both other genders, and words denoting natural persons include corporations and firms.

1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

1.7 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

## 2.0 AGREEMENT FOR SALE AND PURCHASE

2.1 In consideration of the Purchaser paying the Purchase Price of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000) to the Vendor, the Vendor shall transfer to the Purchaser the title and absolute ownership of the Property together with the improvements and developments thereon free from any encumbrances whatsoever.

## 3.0 PAYMENT OF THE PURCHASE PRICE

3.1 Both Parties have agreed that the Purchase Price shall be paid as follows:

3.1.1 The first instalment being the amount of Tanzanian Shillings One Hundred and Fifty Million (TZS. 150,000,000) only (the "First Installment") shall be paid within seven (7) Business Days from the date of signing of this Agreement;

3.1.2 The remaining balance of the Purchase Price being an amount of Tanzanian Shillings Sixty Million (TZS 60,000,000) only ("Balance Payment") shall be paid within 6 months from the date of this Agreement. However, should the Vendor grant vacant possession earlier than the stated 6 months, the Balance Payment can be made sooner, with the condition that the Purchaser is given a one-month advance notice.

V. J.

3.2 The Purchase Price is exclusive of any taxes applicable in relation to the transfer of the Property, including VAT.

3.3 The Purchaser shall deposit the Purchase Price into the bank account nominated by the Vendor as follows:

Bank Name: NMB  
Account Name: AMANDA SHAMUKURWA LOUISO  
Account Number: 22110054334  
Branch Name: SUA

3.4 That in pursuance of this Agreement and payment of Purchase Price by the Purchaser, the Vendor shall grant, convey, and assign by way of absolute sale unto the Purchaser all that is comprised in the Property described above together with all other rights, easements, advantages, privileges and appurtenances whatsoever attached thereto to have and to hold the same unto the Purchaser herein absolutely forever and absolutely free from all encumbrances, claims, demands, attachments and charges, the payment of all government charges, fees and other taxes arising after the execution of these presents.

**4.0 CONSENT OF THE COMMISSIONER FOR LANDS**

4.1 The Purchaser will apply for the consent to the disposition and approval, and the Vendor, shall process and use all reasonable endeavors to obtain it.

4.2 In assuring that the Commissioner's approval is granted, each of the Parties undertakes and covenants that it will:

- (a) promptly supply such information, documentation and references as may reasonably be required of it, and as may otherwise be required under the Land Act, Cap. 113 (Revised Edition, 2019) or under the terms and conditions of the transfer of the Certificate of Occupancy; and

(b) if so required by the Commissioner, to pay the rent under, and to observe and perform the covenants of the occupier and fulfill all the conditions contained in the Certificate of Occupancy, provided such covenants are in the form reasonably required by law or as otherwise directed by the Commissioner.

4.3 Should the Commissioner refuse to consent to this transaction or register the Purchaser as the owner of the Property, any payment made under this agreement shall be refunded to the Purchaser immediately. It is hereby agreed that the refund shall be made within five (5) business days from the date the Vendor becomes aware or is notified of the refusal by the Commissioner to grant his consent for the transfer of the Property or register the Purchasers as the owner of the Property.

#### 5.0 POSSESSION PENDING COMPLETION

5.1 The Vendor shall deliver to the Purchaser's attorney the original documents of title to the Property upon receiving proof of payment of the First Installment and shall sign and execute any transfer forms and any other documents required to be signed and executed by the parties in accordance with the relevant laws for purposes of transferring the Property to the Purchaser.

5.2 Upon signing of this Agreement and payment of the First Installment, the Vendor shall start preparations to move from the Property and ensure that he has completely moved from the Property by 1<sup>st</sup> December 2024 and upon receiving the Balance Payment, constituting the full payment of the Purchase Price. Immediately upon signing of this Agreement and the payment of the First Installment, the Vendor shall be granted access to the Property to commence its operations.

5.3 The Vendor agrees and undertake to sign and execute all transfer documents and any other documents required to be signed and executed by the parties and any such support and/or assistance as may be required from time to time.

#### 6.0 VACANT POSSESSION

6.1 Subject to the provisions of clause 5.2 above, the Vendor shall grant vacant possession of the Property to the Purchaser not later than 1<sup>st</sup> December 2024.



- 6.2 In the event that the Vendor fails to grant vacant possession of the Property to the Purchaser by 1<sup>st</sup> December 2024, the Vendor shall be deemed to be in default of this Agreement. In such a case, the Vendor shall be considered a trespasser of the Property, and the Purchaser shall have the right to pursue eviction measures. Furthermore, the Vendor shall be liable for any damages incurred by the Purchaser as a result of the Vendor's failure to grant vacant possession, including but not limited to any additional expenses, costs, or losses suffered by the Purchaser.

## 7.0 COVENANTS BY THE VENDOR

The Vendor hereby covenants with the Purchasers that:

- 7.1 He is the sole registered owner of the Property;
- 7.2 He has the power to enter into and perform his obligations under this Agreement.
- 7.3 It has full authority to sell, transfer and dispose of the Property and has the powers of sale derived there from, and that he has a good and subsisting right, title and interest, and has full powers to sell, grant, convey, assign or otherwise dispose the said piece and parcel of land in the manner herein provided;
- 7.4 He has duly observed and performed the covenants and conditions relating to development, state and condition of the Property;
- 7.5 He is not entitled to receive any consent from any person whatsoever and if any such consent will be required, the Vendor shall use all reasonable endeavors to seek and obtain the same and all other consents legally required to be obtained in respect of the disposition of the land and/or properties and developments therein contained;
- 7.6 This Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 7.7 The entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order governing the Vendor or to which the Vendor is subject;

- 7.8 The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Vendor, or require any consent under any agreement or other instrument to which the Vendor is party or by which he is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Vendor. The transactions provided for in any other material contracts to which the Vendor is party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;
- 7.9 No litigation or arbitration proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect their ability to observe or perform their material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of their knowledge and belief after making reasonable inquiries, is pending or threatened against them or the Property;
- 7.10 All information that has been made available to the Purchaser or its representatives by the Vendor or any of his representatives about the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact;

#### 8.0 COVENANTS BY THE PURCHASER

The Purchaser hereby covenant with the Vendor that:

- 8.1 It has the power to enter into and perform its obligations under this Agreement and has taken all necessary actions to authorize the entry into and performance of this Agreement;
- 8.2 this Agreement constitutes a legal, valid and binding obligation of the parties and is enforceable against each party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally;
- 8.3 the entry into and performance of this Agreement and the transactions contemplated hereby, do not conflict with any law or regulation or any official or judicial order governing the Purchaser or to which the Purchaser is subject;
- 8.4 the entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser or require any consent under any agreement or other instrument to which the Purchaser is a party or

by which he is bound or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser. The transactions provided for in any other material contracts to which the Purchaser is a party do not constitute a breach of any of the contractual obligations or provisions of this Agreement;

8.5 no litigation, arbitration or administrative proceeding or claim which may by itself or together with any other such proceeding or claim either have a material adverse effect on or materially adversely affect its ability to observe or perform its material obligations under this Agreement and the transactions contemplated thereby, is presently in progress or, to the best of its knowledge and belief after making reasonable enquiries, is pending or threatened against it or the property.

**9.0 NO ASSIGNMENT OF THIS AGREEMENT**

9.1 This Agreement is between the parties and the parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties hereto, without the prior written consent of all the parties hereto.

**10.0 AMENDMENT AND WAIVER**

10.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorized representatives of the parties.

10.2 No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

**11.0 MISREPRESENTATIONS**

11.1 Save for the representations given under Clause 7 and 8 hereinabove, the parties acknowledges that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the parties to enter into this Agreement.

**12.0 COMPLETION**



12.1 Completion of this Agreement will take place on the happening of the following events:

- 12.1.1 The Purchaser obtaining the written consent of the Commissioner for the transfer of the Property from the Vendor to the Purchaser; and
- 12.1.2 Registration of the Purchaser as the registered owner of the Property;
- 12.2 Completion does not discharge liability to perform any outstanding obligation under this Agreement.

#### **13.0 COSTS**

13.1 Each party is responsible for its own professional costs incurred with respect to the preparation and implementation of this Agreement.

#### **14.0 TAXES AND DUTIES**

14.1 All applicable taxes, registration fees, approval fees, valuation costs and notification fees on account of the transfer to the Purchaser shall be for the account of the Purchaser.

#### **15.0 DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

15.1 The validity, construction and performance of this Agreement shall be governed by the laws of the United Republic of Tanzania;

15.2 All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to a court of competent jurisdiction in Tanzania;

15.3 Prior to the institution of a suit to the court as above provided, the Parties shall seek to resolve in the first instance any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, amicably. If any such dispute, controversy or claim ("Dispute") between the parties is not resolved within 30 (thirty) days of such notice by the aggrieved party, such party will be entitled to institute a suit.

#### **16.0 FORCE MAJEURE**

16.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the parties from or

hindering any of the parties' ability to fulfill the obligations hereunder undertaken to be provided.

#### **17.0 ILLEGALITY**

17.1 If any provision or term of this Agreement or any part thereof shall become or be declared illegal, inoperative, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of the Commissioner or any Court or other body or authority having jurisdiction over the parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement in the jurisdiction in question provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

#### **18.0 NOTICES**

18.1 Any notice or notification required to be given under this Agreement must be in writing. All notices to be sent by any party to the other shall be sent by post, telefax, telex, cable, telegram or delivered by hand to the other party. Any notice given by post shall be deemed to have been served seven (7) days after posting. Any notice given by telefax, telex, cable or telegram shall be deemed to have been dispatched on the day following the dispatch. In proving such services, it shall be sufficient to prove that the letter, telefax, telex, cable or telegram (as the case may be) containing the notice was properly addressed and posted or (as the case may be) transmitted. Any notice given by hand shall be considered to have been served at the time of delivery and shall be delivered to the following addresses:

(a) the Vendor:

Masoni Kampuni Katasiko  
P.O. Box 65,  
Kilosa.

(b) the Purchaser:

MGM Expert Company Limited  
at Plot No. 67109, block A19, House No.9  
Forest & Canadian Street, Boma Road  
P.O Box 1322  
Morogoro.

**UNDERSTANDING AND CONFIRMATION CLAUSE**

I, **MASONI KATASIKO**, hereby confirm that, prior to the execution of this Agreement prepared in English, I have been fully informed of and understand the contents, implications, and legal effects of this Agreement. The Agreement has been read to me and explained in the AKHISI language, which I am fluent in, by SAFUSA S. LOREBO, a translator proficient in both English and AKHISI language in the presence of the witnesses below.

**Witnesses:**

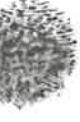
1. Witness 1

Name: ISAACKA MASONI KAMPUNI

3. witness 3

ADWEI SIMBETE MASONI KAMPUNI

Signature: 



Signature!

2. Witness 2

Name: JULIUS MASONI KAMPUNI



Signature: \_\_\_\_\_

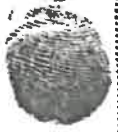
**Translator:**

Name: SAFUSA S. LOREBO

Signature: 

AK

IN WITNESS, WHEREOF the Vendor and the Purchaser herein have hereto signed this Agreement the day, month, year and the manner as hereinafter appearing.



SIGNED and DELIVERED by the said

**MASONI KAMPUNI KATASIKO**

who is identified to me by .....  
the latter being known to me personally in my  
presence this ..... day of ..... 2024

.....  
**MASONI KAMPUNI KATASIKO**



**BEFORE ME:**

NAME

*ALPHA ALEX OKALWIDIA*

SIGNATURE

*[Signature]*

POSTAL ADDRESS

*Box 6021 Makindu*

QUALIFICATION

*Commissioner for O.A.S. Makindu*



SEALED with the COMMON SEAL of the said

**MGM EXPERT COMPANY LIMITED** in the

presence of us this ..... day of ..... 2024

SEAL

Name:

*Muhammad EL HAK MAMUK*

Signature:

*[Signature]*

Designation:

Name:

*OMAR HASSAN*

Signature:

*[Signature]*

Designation:

*Director*

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT  
[CAP. 113 R.E. 2019]  
TRANSFER OF A RIGHT OF OCCUPANCY

[Made under section 62 of the Land Act, 1999]

CT No.: 10374-MGLR  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro.

IN CONSIDERATION of the sum of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000) I, MASONI KAMPUNI KATASIKO of Postal Office Box 65, Kilosa, DO HEREBY TRANSFER to MGM EXPERT COMPANY LIMITED of P.O Box 1322, Morogoro, the Right of Occupancy registered under the above reference.

SIGNED and DELIVERED by the said  
MASONI KAMPUNI KATASIKO (Transferor)  
who is identified to me by .....  
the latter being known to me personally in my  
presence this ..... day of ..... 2024.



MASONI KAMPUNI KATASIKO



**BEFORE ME:**

NAME

ALPHA ALEX URAALUMBA

SIGNATURE

*[Handwritten Signature]*

POSTAL ADDRESS

Box 6071 Morogoro

QUALIFICATION

Commissioner for Oaths



SEALED with the COMMON SEAL of the said  
MGM EXPERT COMPANY LIMITED (Transferee) in the

presence of us this ..... day of ..... 2024

SEAL

*[Handwritten mark]*

Name: Mogdel Makmal.

Signature: [Signature]

Designation: \_\_\_\_\_

Name: OKAR HASSAN

Signature: [Signature]

M.N.

Stamp Duty on original  
and duplicate paid vide

ERV. No .....

Of .....

Tshs.....

Consent fees paid vide

ERV No. ....

Of Tshs. ....

Where applicable

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

.....

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE ..... PLACE .....

Copy: The Registrar  
Land Registry  
Morogoro

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT

[CAP. 113 R.E. 2019]

NOTIFICATION OF A DISPOSITION

(under section 36)

CT No. 10374  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro

To: The Commissioner for Lands/Authorised Officer  
Ministry of Lands  
Morogoro

I, **MASONI KAMPUNI KATASIKO** of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania  
DO **HEREBY NOTIFY** the Commissioner of the disposition which is intended to be made in  
favour of **MGM EXPERT COMPANY LIMITED** of P.O Box 1322, Morogoro, Tanzania in  
respect of the right of occupancy registered under the above reference.

I **HEREBY** present the following particulars:

1. Nature of disposition: **TRANSFER OF RIGHT OF OCCUPANCY**
2. Particulars of purchaser **MGM EXPERT COMPANY LIMITED** of P.O Box 1322, Morogoro.
3. The following documents are enclosed:
  - 3.1 Certificate of Title of the Right of Occupancy with Title No. 10374-MGLR
  - 3.2 An Original Agreement for Sale of the land;
  - 3.3 Land Form No. 29
  - 3.4 Land Form No. 30

3.5 Land Form No. 35

3.6 Original Receipts evidencing payment of land rents;

3.7 Valuation Report

4 Other particulars: NIL

Dated at Morogoro this ... day of ..... 2024



SIGNED and DELIVERED by MASONI  
KAMPUNI KATASIKO on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2024

MASONI KAMPUNI KATASIKO

**BEFORE ME:**

NAME *Alpha Alex SIKALUMBA*

SIGNATURE *[Signature]*

POSTAL ADDRESS *Coast, Morogoro*

QUALIFICATION *Commissioner for Lands*



Fees.....

SEAL/OFFICIAL STAMP

COMMISSIONER FOR LANDS  
/AUTHORIZED OFFICER

DATE..... PLACE.....

Copy: The Registrar of Titles,  
P.O. Box 1191  
Morogoro

*12*

## THE UNITED REPUBLIC OF TANZANIA

## THE LAND ACT

[CAP. 113 R.E. 2019]

## APPLICATION FOR APPROVAL OF DISPOSITION

{Made under Section 39 }

CT No. 10374-MGLR  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro

To: The Commissioner for Lands/Authorised Officer  
Ministry of Lands  
Morogoro

I, **MASONI KAMPUNI KATASIKO** of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania,  
(hereinafter referred to as the "Applicant") **HEREBY APPLY FOR APPROVAL** of the  
disposition of the right of occupancy registered under the above reference.

I **HEREBY** present the following particulars:

1. Nature of disposition: **TRANSFER OF RIGHT OF OCCUPANCY**
2. Particulars of purchasers: **MGM EXPERT COMPANY LIMITED** of Postal Office  
Box 1322, Morogoro
- 3 The following documents are enclosed:
  - 3.1 Certificate of Title of the Right of Occupancy with Title No. 10374-MGLR
  - 3.2 An Original Agreement for Sale of the land;
  - 3.3 Land Form No. 29
  - 3.4 Land Form No. 30
  - 3.5 Land Form No. 35
  - 3.6 Original Receipts evidencing payment of land rents;
  - 3.7 Valuation Report

4 Other particulars:

NIL

Dated at Morogoro this ... day of ..... 2024.



SIGNED and DELIVERED by MASONI  
KAMPUNI KATASIKO on this

\_\_\_\_\_ day of \_\_\_\_\_ 2024

MASONI KAMPUNI KATASIKO

**BEFORE ME:**

NAME *Alex Opendura*

SIGNATURE *[Signature]*

POSTAL ADDRESS *Coff. Macopa*

QUALIFICATION *Commissioner for Lands*



Served upon me/us

Commissioner for Lands/Authorised Officer

Date: .....

Signature of Applicant

Date: .....

Fees:.....

*5/2*

**SPOUSAL CONSENT FORM**

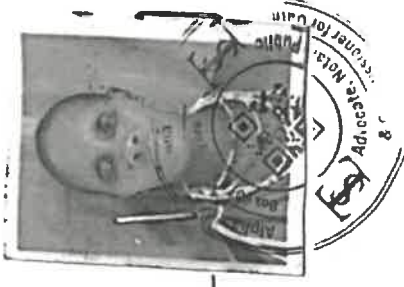
CT No. 10374-MGLR  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro

I, BABINDA KIMILEI MWAJI of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania, being a spouse of **MASONI KAMPUNI KATASIKO, HEREBY CONSENT** to the sale of the land in the above description to **MGM EXPERT COMPANY LIMITED** of Postal Office Box 1322, Morogoro at the agreed purchase price of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000).

SIGNED and DELIVERED by the said )  
BABINDA KIMILEI MWAJI who is known )  
identified to me by DAVIDA S. LEWISO )  
the latter being known )  
to me personally in my presence this .....day of )  
....., 2024 )



SPOUSE



**BEFORE**

Name: ALPHA ADA MWAJI  
Signature: [Signature]  
Postal Address: POST MOROGORO  
Qualification: Commissioner for Oaths



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SPOUSAL CONSENT FORM

CT No. 10374-MGLR  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro

I, CHRISTINA KURUMUZE Wife of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania, being a spouse of MASONI KAMPUNI KATASIKO, HEREBY CONSENT to the sale of the land in the above description to MGM EXPERT COMPANY LIMITED of Postal Office Box 1322, Morogoro at the agreed purchase price of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000).

SIGNED and DELIVERED by the said )  
CHRISTINA KURUMUZE, who is known )  
identified to me by ALPHA AYO OMBUNDA )  
the latter being known ) SPOUSE  
to me personally in my presence this ..... day of )  
....., 2024 )



BEFORE

Name: ALPHA AYO OMBUNDA  
Signature: [Handwritten Signature]  
Postal Address: POST OFFICE BOX 1322 MOROGORO  
Qualification: Commissioner for Ombudsman



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SPOUSAL CONSENT FORM

CT No. 10374-MGLR  
Land Office No.: 459062  
Farm No. 1784  
Land: Kilosa  
Morogoro

I, Theresia Haruo Lelwaka of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania, being a spouse of MASONI KAMPUNI KATASIKO, HEREBY CONSENT to the sale of the land in the above description to MGM EXPERT COMPANY LIMITED of Postal Office Box 1322, Morogoro at the agreed purchase price of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000).




SIGNED and DELIVERED by the said  
Theresia Lelwaka, who is known  
identified to me by Justice S. Kariuki  
the latter being known )  
to me personally in my presence this ..... day of )  
....., 2024 )

SPOUSE



BEFORE

Name: APPA A. SHALIMBA  
Signature: [Signature]  
Postal Address: 607, MARIYOTA  
Qualification: Commissioner of Land



2/

SPOUSAL CONSENT FORM

CT No. 10374-MGLR  
Land Office No.: 459062  
Land: Farm No. 1784  
Kilosa  
Morogoro

I, ESTHER KATIUBA LEJONI of Postal Office Box No. 65, Kilosa, Morogoro, Tanzania, being a spouse of MASONI KAMPUNI KATASIKO, HEREBY CONSENT to the sale of the land in the above description to MGM EXPERT COMPANY LIMITED of Postal Office Box 1322, Morogoro at the agreed purchase price of Tanzanian Shillings Two Hundred and Ten Million (TZS. 210,000,000).

SIGNED and DELIVERED by the said )  
ESTHER KATIUBA LEJONI who is known )  
identified to me by AUFURDA S. LINDIHO )  
the latter being known )  
to me personally in my presence this ..... day of )  
....., 2024 )



SPOUSE



BEFORE

Name: ALMA ALI CHAUHAN  
Signature: [Handwritten Signature]  
Postal Address: COPT MARIANO  
Qualification: COMMUNICAR. SV



✓

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT



Telegrams: LANDS  
Telephone: 2121241-9  
In reply please quote:  
Ref. No. LR/T 10374

LAND REGISTRY,  
P.O Box 1191,  
Dar es salaam.  
Date: 16 Jan, 2024

MASONI KAMPUNI KATASIKO  
P.O Box 65,  
KILOSA  
Sir/Gentlemen/Madam,

RE: TITLE NO: 10374 LAND OFFICE NO: 459062  
PLOT NO. 1784 BLOCK - AT MAGOLE

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

  
REGISTRAR OF LANDS

Copy to: Commissioner for Lands  
Your LD File No: KL/9459 refers

**CERTIFICATE OF OCCUPANCY**

(Under Section 29)

Date Issue: .....  
Title Number: ..... 10374 - M/LR .....  
Land Office Number: ..... 459062 .....  
Land: FARM NO. 1784 MAGOLE IN KILOSA DISTRICT.

Terms: ..... SIXTY SIX (66) YEARS.

✓✓

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 29)*


Date Issue: .....  
Title Number: ..... 10374 - MGLR  
Land Office Number: ..... 459062  
Land: ..... FARM NO. 1784 MAGOLE IN KILOSA DISTRICT.

Term: ..... SIXTY SIX (66) YEARS.

*M*

GP-TANZANIA

TITLE NO: 10374-MKUL  
 REGISTERED NO: 16  
 AT: 09



Asst. Registrar of Lands

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 16982/-  
 On Original Receipt Shs: 2265392  
 Of: 15.01.2024

Paid  
 Receipt No. 22

Stamp Duty Collector

THE UNITED REPUBLIC OF TANGANYIKA  
 STAMP DUTY ACT.

Stamp Duty Shs: 100/-  
 Paid  
 Receipt No. 22

Stamp Duty Collector

THE LAND ACQUISITION ACT (NO. 4 OF 1999)  
 No: 15.01.2024

CERTIFICATE OF OCCUPANCY

Stamp Duty Collector

(Under Section 29)

Title No. 10374-MKUL  
 L.O. No. 459062  
 L.D. No. KL/9459

The 15<sup>th</sup> day of January, Two Thousand and Twenty Four.

THIS IS TO CERTIFY that MASONI KAMPUNI KATASIKO of P.O. Box 65, KILOSA (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 Sixty Six (66) years from the first day of January, Two Thousand and Twenty Four 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:-

- The Occupier having paid rent up to the thirtieth day of June, 2024; shall hereafter pay rent of Three Hundred Fifty Seven Thousand Eight Hundred and Thirty (357,830/=) shillings only a year in advance on the first day of July in each of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
- USE: The land shall be used for Plant and Animal Husbandry Purposes only Use Group 'R' Use Class (c) as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.
- The Occupier shall:
  - Demarcate the boundaries of the land to the satisfaction of the Kilosa District Council (hereinafter called "the Authority") and thereafter to maintain such demarcations such that the boundaries are always easily identifiable.

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(b) 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 Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.

(c) 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.

4. The following are the rights of the occupier:

(a) The permanent exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.

(b) The Rights shall confer no water rights.

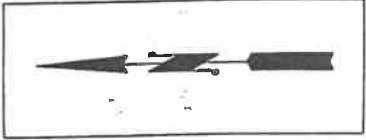
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

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 premia, taxes and dues prescribed in connection with that disposition.

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

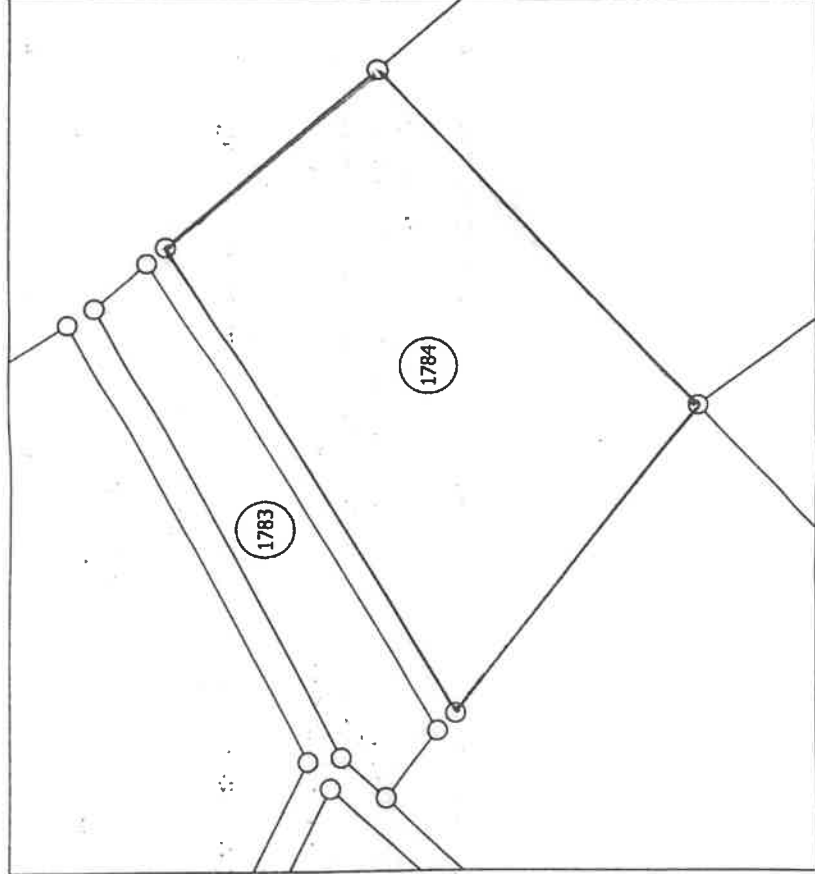
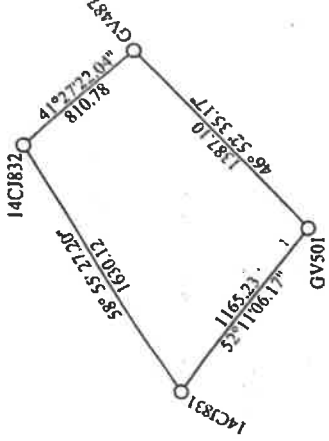
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# KILOSA DISTRICT



## INSET SHOWING DETAILS OF FARM

LOCATION.....MAGOLE.....  
BLOCK.....  
FARM No. ....1784.....  
L.O No. ....459062.....  
AREA.....357.83 Acres.....



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

This plan prepared in accordance with registered plan no. 189376 is approved for the purpose of Land Registration Ordinance.

.....  
For Director of survey and Mapping.

Date.....15/01/2024.....

Survey and Mapping Division, Ministry of Land, Housing and Human Settlement Development.

W

**SCHEDULE**

ALL that Land known as Farm No. 1784 situated at Magole in Kilosa District containing Three Hundred Fifty Seven decimal point Eight Three (357.83) acres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 189376 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

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



.....  
**ASSISTANT COMMISSIONER FOR LANDS**  
.....

I, the within named **MASONI KAMPUNI KATASIKO** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

**SIGNED and DELIVERED** by the said  
**MASONI KAMPUNI KATASIKO**  
who is known to me personally/identified to me  
by.....  
the latter being ~~known~~ to me personally in my  
presence this 15<sup>th</sup> day of January.....2024



**Witness:**  
Signature:.....  
Postal Address:.....  
Qualification:.....

*Witness Signature*  
P.O. Box 57 Dodoma  
Commissioner for Lands



VW