

1 January, 2024.

Dear Mama Hotel

P.O Box

Dodoma Tanzania

Mpendwa Mmiliki wa Hoteli,

**YAH: Mabadiliko ya Umiliki na taarifa ya kuhama kwenye eneo la Dear Mama Hotel**

Ni tumaini langu kuwa barua hii itakufikia ukiwa na afya njema. Ninakuandikia barua hii baada ya mabadiliko ya umiliki wa hoteli ya 'Dear Mama Hotel' iliyopo Plot No. 4, Block 90 Chinangali East (Area B) Dodoma yenye utambulisho huu 'Certificate of Title Number 10426-DLR, Land Office Number 96253/4883' kuanza tarehe 21 Disemba, 2023 na hivyo sasa hoteli hii kumilikiwa na Tegasakwe Company Limited.

Awali ya yote, napenda kuushukuru uongozi mzima wa Dear Mama Hotel kwa huduma bora mlizokuwa mkitoa kwa wateja na hata katika kipindi hiki kuendelea kutoa ushirikiano mkubwa katika zoezi hili la kubadilisha umiliki, bila kuharibu au kudogosha shukrani zetu, tutaomba muweze kuondoka katika majengo haya ili tuweze kuanza zoezi la ukarabati pamoja na mambo mengine.

Tafadhali pokea barua hii kama taarifa rasmi ya kukutaka kuachia Hotel Ya Dear Mama ifikapo tarehe 22 Januari, 2024. Ninaelewa kuwa kunaweza kukawa na taratibu, makabidhiano ya kiofisi kabla hamjatoka, tupo tayari kuweza kuhakikisha zoezi la makabidhiano linafanyika na kwenda vizuri huku *pande zote* zikiridhika na zoezi hilo.

Pamoja na hilo, tunaomba kupatiwa taarifa yoyote ambayo inahitaji sisi kuweza kuchukua hatua kuhusiana na jengo au eneo la hoteli hii pamoja na kitu chochote ambacho inafaa sisi kuweza kukichukulia hatua na kukifanyia kazi.

Ninathamini huduma na uzoefu mkubwa kutoka kwa menejimenti yote ya Dear Mama Hotel na tunaamimi zoezi hili la makabidhiano litakwenda vizuri bila changamoto yoyote. Tunaendelea kuwashukuru kwa kuwa nasi na ushirikiano mkubwa mnaotuoonesha.

Pamoja na barua hii naambatanisha nyaraka inayohititisha kuuzwa kwa hoteli ya Dear Mama ambapo Tegasakwe Company Limited ilishinda pamoja na tamko la mnada lililotanganzwa kwenye gazeti.

Wako katika Kujenga Taifa,

.....  
Robert Lazaro

Tegasakwe Company Limited – Mkurugenzi Mtendaji



**HERA-TRUST COMPANY LIMITED**

Debt Collection, Repossession, Auctioning and Investigation

**CERTIFICATE OF SALE**

Certificate of Sale of Landed Property CT NO.10426-DLR L.O.NO 96253/4883 PLOT NO .4, BLOCK NO. 90 CHINANGALI EAST AREA B DODOMA in the name of Martha Josephat and Magdallena Josephat is hereby issued on behalf of CRDB BANK PLC

This is to certify that above –described property was sold by Public Tender held on 21<sup>st</sup> December 2023 for the sum of Tanzania Shillings One Billion Only (1,000,000,000.00)

And further that, the successfully bidder TEGASAKWE COMPANY LIMITED of P. O Box 1510 DODOMA, was declared the purchaser at the sale.

The purchase price having been paid in full, the sale has now become absolute and the properties is sold on as and where is basis.

Issued at HERA-TRUST COMPANY LIMITED P.O Box 75904 Dar es Salaam this 22<sup>nd</sup> day of December 2023.

Name: HAPPINESS AUGUSTINO MEELA

Qualification: Managing Director

Signature: .....*H. Meela*.....

HERA TRUST COMPANY LIMITED  
0654 673 880  
P.O. Box 75904  
DAR ES SALAAM

P.O. Box 75904, RITA TOWER FLOOR No. 24, Simu Street, Dar es salaam, Tanzania,  
Mobile No. +255 654 673 880, +255 745 869 477  
E-mail: info@heratrust.co.tz



## **AGREEMENT FOR LEASING LAND**

**This Lease Agreement** ("Agreement") is made and entered into on this 21<sup>st</sup> day of February, 2018, by and between:

**Theckla Jeremia Samson** (hereinafter referred to as "Lessor"), residing at P.O Box 15784 Dodoma, and

**Tegasakwe Company Limited** (hereinafter referred to as "Lessee"), a company duly registered under the laws of Tanzania, with its principal place of business at P.O. Box 1510, Dodoma.

### **RECITALS**

WHEREAS, Lessor is the owner of certain land located at Chinangali II, Chamwino, Dodoma, Tanzania (hereinafter referred to as the "Leased Premises");

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for the purpose of developing the Malaika Village project;

WHEREAS, Lessor agrees to lease the Leased Premises to Lessee under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### **1. Description of Leased Premises**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises located at Chinangali II, Chamwino, Dodoma, Tanzania, comprising an area of [insert area in acres/hectares].

#### **2. Term of Lease**

The term of this lease shall be for thirty (30) years, commencing on 21<sup>st</sup> February, 2018 and ending on 22<sup>nd</sup> February, 2048, unless terminated earlier in accordance with the provisions of this Agreement.

#### **3. Rent**

Lessee agrees to pay Lessor an annual rent of 12,000,000, payable in advance on the first day of each lease year. The rent shall be subject to review and adjustment every 15 years based on mutual agreement between the parties.

#### **4. Use of Leased Premises**

The Leased Premises shall be used by Lessee exclusively for the development and operation of the Malaika Village project, including but not limited to Restaurant, Bar, Lounge, Hotels, Zoo, Commercial center, recreation areas.

#### **5. Maintenance and Repairs**

Lessee shall, at its own expense, maintain the Leased Premises in good condition and repair during the term of the lease. Lessee shall be responsible for any repairs or maintenance required due to its use of the Leased Premises.

#### **6. Improvements**

Lessee may make improvements or alterations to the Leased Premises as necessary for the Malaika Village project, provided that such improvements comply with all applicable laws and regulations. Any permanent improvements made by Lessee shall become the property of Lessor upon termination of the lease.

#### **7. Insurance**

Lessee shall obtain and maintain, at its own expense, insurance coverage for the Leased Premises and its operations thereon, including but not limited to property insurance and liability insurance, in amounts sufficient to protect the interests of both parties.

#### **8. Compliance with Laws**

Lessee agrees to comply with all applicable laws, regulations, and ordinances in connection with its use of the Leased Premises.

#### **9. Termination**

This Agreement may be terminated by either party upon [insert number] months' written notice to the other party in the event of a material breach of any term or condition of this Agreement. Upon termination, Lessee shall vacate the Leased Premises and return it to Lessor in the same condition as at the commencement of the lease, reasonable wear and tear excepted.

#### **10. Dispute Resolution**

Any disputes arising out of or in connection with this Agreement shall be resolved through amicable negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to arbitration in accordance with the Arbitration Act of Tanzania. The decision of the arbitrator(s) shall be final and binding on both parties.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

## 12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the parties.

## 13. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the day and year first above written.

**LESSOR:**



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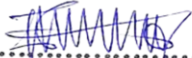
Theckla Jeremia Samson  
P.O Box 15784 | 0759309779

**LESSEE:**




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Robert Lazaro  
Managing Director | 0766842457  
Tegasakwe Company Limited  
P.O. Box 1510, Dodoma

**BEFORE ME**  
  
.....  
**COMMISSIONER FOR OATHS**



TITLE No. 34583-D2R  
 REGISTERED at 22-1-2018  
 at 1:00 7 m  
 Aest. Registrar of Titles



Land Form No. 22

Stamp Duty Shs. 100 Paid and  
 Revenue Receipt No. 14728638  
 of 25-7-2017 issued.  
 Stamp Duty Officer

TANGANYIKA  
 STAMP DUTY PAID ON  
 ORIGINAL Shs. 347  
 Receipt No. 14728638 of 25-7-17  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
 (NO 4 OF 1999)

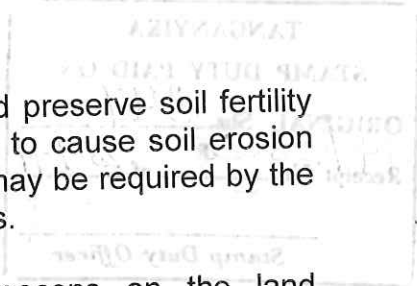
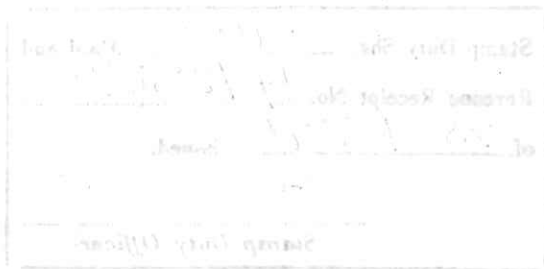
CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

Title No. 34583-D2R  
 L.O.No. 702273  
 CHW/LD/1161

The 18<sup>th</sup> day of January two thousand and ~~seventeen~~ eighteen

THIS IS TO CERTIFY that **THECKLA SAMSON** of **Post Office Box 1510, DODOMA** (hereinafter called "the Occupiers") 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 years (66) years** from the first day of **July, Two thousand and seventeen** 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 therefore or amendment thereof and to the following special conditions:

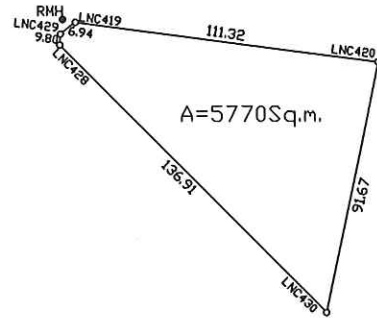
1. The Occupier having paid rent up to the **thirtieth** day of **June, 2018** shall thereafter pay rent of shillings **Seven thousand one hundred twenty nine (7,129/=) only** a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The land shall be used solely for **Aquaculture Purposes** and other purpose ancillary thereto. Use. Group **'R'** Use Classes **(f)**, as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
3. The Occupier shall:-
  - (i) Demarcate the boundaries of the land to the satisfaction of **CHAMWINO DISTRICT COUNCIL** ("hereinafter called the Authority") and thereafter so maintain such demarcation that the boundaries are easily identifiable;



- (ii) Do everything necessary to protect the soil and preserve soil fertility and prevent soil erosion on the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the Director of agriculture to achieve such objectives.
  - (iii) 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.
4. The Occupier shall not subdivide the land or assign, or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner for Lands (hereinafter called "the Commissioner for Lands"). Any person other than the occupier working or occupying the land otherwise than in the capacity of a servant or contractor of the occupier shall be deemed to be a sub-tenant for the purpose of this condition.
5. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 4.
6. The occupier shall pay to the Minister on demand made by the commissioner on his behalf:
- (i) Any further fees or stamp duties which may be discovered to be payable by the occupier in connection with the Right.
  - (ii) An amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
  - (iii) Such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of some upon which the land fronts, abuts or adjoin, whether such demand is made before, during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.
7. The President may revoke the Right for good cause or in public interest.

# CHAMWINDO URBAN AREA-DODOMA

INSET SHOWING DETAIL OF PLOT



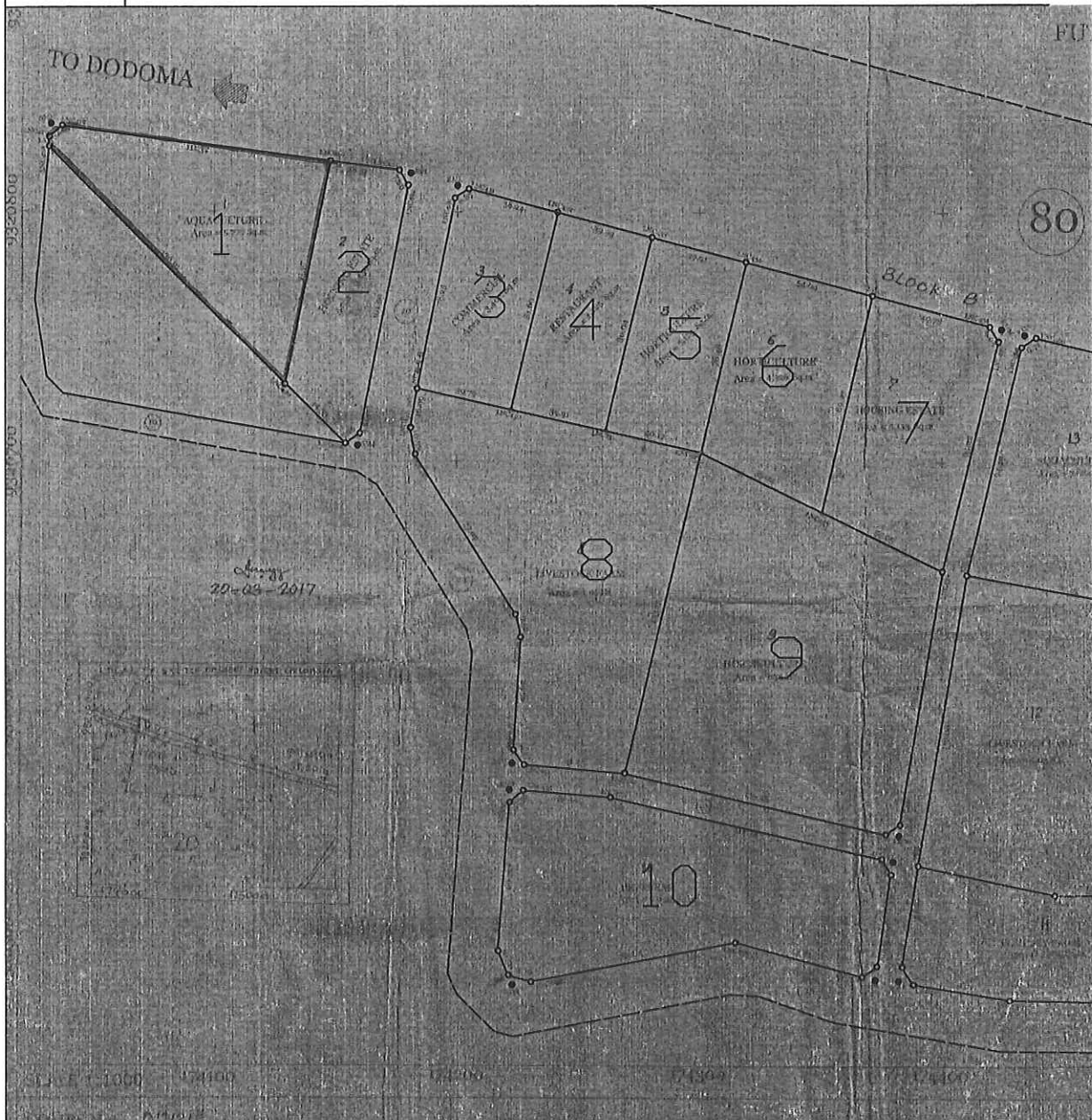
PLOT NO 1

BLOCK: B

LOCALITY : CHINANGALI II

L.O.NO. 702273

AREA: 5770SQM



This plan prepared in accordance with the Registered plan No 89951 Is approved for the purposes of Land Registration ordinance for the Director of Surveys and Mapping

The issue of this plan implies no guarantee or

*S. Amle* Date: 6/11/2017



**SCHEDULE**

ALL that Land known as **Plot No. 1 Block 'B'** situated at **Chinangali II Chamwino Urban Area in Chamwino District** containing **Five thousand seven hundred seventy (5770) square metres only** shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **89951** deposited at the office of Director for Surveys and Mapping at Dar es Salaam.

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

**ASST. COMMISSIONER FOR LANDS**

I, The within - named **THECKLA SAMSON** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

**SIGNED** and **DELIVERED** by the said )

**THECKLA SAMSON** )

Who is known to me personally/ ~~identified~~ to me by)

.....)

the latter being known to me personally in my

*e. Samson*.....

presence of this 1 day of DECEMBER 2017)

**Witness's**

Name: LETARE S. SHJO )

Signature: *[Signature]* )

Postal Address: 1126 Dodoma )

Qualification: AUTHORIZED OFFICER )

LAND REGISTRY DODOMA

NOTICE OF DEPOSIT

Filed Document No: 30813-DLR

Date of Registration: 10-10-2021 Time: 1:00 P

To: CROB BANK PLC OF  
P. O BOX 268, DAR ESCALLAM

Senior Asst. Registrar of Titles

LAND REGISTRY DODOMA  
VARIATION OF CONDITION

Filed Document No: 31131-DLR

Date of Registration: 3-8-2022 Time: 10:00 M

To: THE RIGHT OF OCCUPANCY HAS  
BEEN VARIED TO COMMERCIAL  
PURPOSES.

Senior Asst. Registrar of Titles