

**MKATABA WA MAUZIANO YA KIWANJA CHENYE NYUMBA  
NAMBA 17 KITALU 'B' KIKUYU KUSINI**

**KATI YA**

**JOSEPH LOSERIAN WANGA**

**NA**

**ENG. PAUL MRIMI MUSSA**

**Umeandaliwa Na:**

**Thomas Edward Nchimbi. (Wakili)**

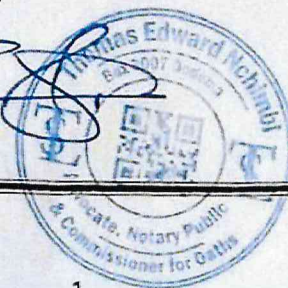
Nchimbi & Associates, Advocates.

Plot no.16 Block "4"

Jamali Street,

P.O. Box 3007,

**DODOMA.**



**MKATABA WA MAUZIANO YA KIWANJA CHENYE NYUMBA  
NAMBA 17 KITALU 'B' KIKUYU KUSINI**

Makubaliano haya yamefanyika leo Tarehe 28 mwezi 11 Mwaka 2023.

**KATI YA**

**JOSEPH LOSERIAN WANGA** wa S.L.P 4264, **DODOMA** ambaye kwa madhumuni ya makubaliano haya atajulikana kama "**Muuzaji**" kwa upande mmoja.

**NA**

**ENG. PAUL MRIMI MUSSA** wa S.L.P 789, **TANGA** ambaye kwa madhumuni ya makubaliano haya atajulikana kama "**Mnunuzi**" kwa upande mwingine.

**KWA VILE** muuzaji ni mmiliki halali wa kiwanja chenye nyumba namba **17** Kitalu '**B**' kilichopo **KIKUYU KUSINI** ndani ya jiji la Dodoma chenye ukubwa wa mita za mraba **912**.

**NA KWA VILE** muuzaji yupo tayari kumuuzia mnunuzi kiwanja chenye nyumba kilichotajwa hapo juu na mnunuzi ameridhia kununua kiwanja hicho kama makubaliano haya yanavyoonyesha hapa chini.

**HIVYO BASI PANDE ZOTE MBILI ZINAKUBALIANA KUSAINI MKATABA HUU  
KWA MASHARTI YALIYOORODHESHA HAPA CHINI KAMA IFUATAVYO: -**

1. Kwamba muuzaji yupo tayari kuuza kiwanja namba **17** Kitalu '**B**' kilichopo **KIKUYU KUSINI** ndani ya jiji la Dodoma chenye ukubwa wa mita za mraba **912** na Mnunuzi yupo tayari kununua kiwanja husika pamoja na nyumba yake kwa gharama ya **Tshs. 70,000,000/=** (Shilingi milioni sabini tu), ambazo zimelipwa kwa awamu moja tu.
2. Kwamba kwa kuwa kiwanja chenye nyumba hiyo Mahakama ya Wilaya Dodoma katika shauri la madai ya talaka namba 70/2022 ilitoa amri ya mgao kuwa muuzaji anahisa asilimia 70% na ndugu SARAH ABDALLAH KIHONGOSI anahisa asilimia 30%.
3. Kwamba muuzaji anaahidi kwamba baada ya malipo kufanyika atamkabidhi asilimia 30% za thamani ya bei ya kiwanja chenye nyumba hiyo ambayo sawa na Tsh. 21,000,000/= (shilingi milioni ishirini na moja tu).
4. Kwamba, kuthibitisha kwamba ndugu SARAH ABDALLAH KIHONGOSI ameridhia uuzwaji wa kiwanja chenye nyumba hiyo ameweka sahihi kama shahidi wa muuzaji katika mkataba huu.
5. Kwamba baada ya mauziano haya kufanyika muuzaji na ndugu SARAH ABDALLAH KIHONGOSI hawatakuwa tena na hisa katika kiwanja chenye nyumba na mnunuzi



atamiliki kiwanja hicho pamoja na nyumba yake bila usumbufu wala bughudha yoyote kutoka kwao.

6. Kwamba Mnunuzi ameshaangalia Kiwanja hicho pamoja na nyumba yake kabla ya kusaini mkataba huu na kuwa ameridhika navyo kabla ya malipo kufanyika.
7. Kwamba bila kuathiri maelezo ya kipengele cha pili (2) cha mkataba huu Muuzaji anathibitisha kuwa Kiwanja hicho pamoja na nyumba ni mali yake mwenyewe na siyo mali ya mtu mwingine na kwamba hajakiweka rehani kwa mtu yeyote au kwenye taasisi yoyote ya fedha.
8. Kwamba kwa kusaini mkataba huu muuzaji anakiri kupokea kiasi cha **Tshs. 70,000,000/=** (Shilingi milioni sabini tu), ikiwa kama malipo ya kiwanja pamoja na nyumba iliyopo katika kiwanja hicho.
9. Kwamba baada ya kusaini mkataba huu muuzaji ataendelea kuishi katika nyumba hiyo ndani ya kipindi kisichozidi tarehe **28/12/2023**.
10. Kwamba baada ya kusaini mkataba huu na malipo kufanyika mnunuzi atakuwa na haki ya kufanya mabadiliko/maboresho yeyote yale katika nyumba hiyo atakavyoona inafaa.
11. Kwamba baada ya kusaini mkataba huu na malipo kufanyika muuzaji atamkabidhi mnunuzi nyaraka halisi za Kiwanja hicho.
12. Mnunuzi atawajibika kwa malipo yoyote yatakatoyitokeza kwa ajili ya ubadilishwaji wa jina la mmiliki wa kiwanja na gharama zozote zile zitakazojitokeza baada ya mauziano ya Kiwanja hicho.
13. Muuzaji anaahidi kuwa atashirikiana bega kwa bega na mnunuzi katika kufanikisha kubadili umiliki wa kiwanja hicho kutoka kwa muuzaji kwenda kwa mnunuzi.
14. Mkataba huu unalindwa na sheria ya Jamhuri ya Muungano wa Tanzania.

Pande zote mbili zinazohusika zimeweka saini katika mkataba huu leo tarehe 28 mwezi 11 Mwaka 2023 kama unavyoonekana hapo chini;

**IMESAINIWA** na **JOSEPH LOSERIAN WANGA**

ametambulishwa kwangu na *Sarah Abdallah Kihongosi* }  
ambaye namfahamu binafsi mbele yangu leo  
tarehe 28 mwezi 11 Mwaka 2023

*[Signature]*  
MUUZAJI

**SHAHIDI WA MUUZAJI**

Jina: SARAH ABDALLAH KIHONGOSI

Sahihi: *S. Abdallah*

Namba ya simu: *0655 557428*

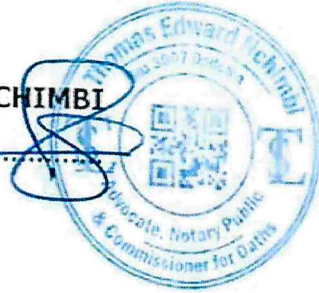


Jina: **THOMAS EDWARD NCHIMBI**

Sahihi: .....

Anuani: **3007 DODOMA.**

Cheo: **WAKILI**



**IMESAINIWA** na **ENG. PAUL MRIMI MUSSA**

Ametambulishwa kwangu na Ms. A. A. Mbaye }  
namfahamu binafsi mbele yangu leo  
tarehe 28 mwezi 11 Mwaka 2023

*SM*

.....  
**MNUNUZI**

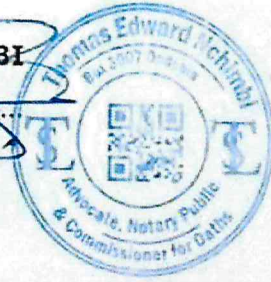


Jina: **THOMAS EDWARD NCHIMBI**

Sahihi: .....

Anuani: **3007 DODOMA.**

Cheo: **WAKILI**



*SM*

*\$*

SPOUSE CONSENT

I, **SARA ABDALLAH KIHONGOSI** of P.O Box 4264, **DODOMA** being a lawful wife of **JOSEPH LOSERIAN WANGA** of P.O Box 4264, **DODOMA** and having an interest in respect of **PLOT No.17** in **Block "B"** located at **KIKUYU SOUTH**, within Dodoma city **HEREBY** willfully **CONSENT** to disposition of the said plot by the way of transfer to one **ENG PAUL MRIMI MUSSA** the buyer.

Dated at Dodoma this 28<sup>th</sup> day of November 2023.

**SIGNED AND DELIVERED** by the said

**SARA ABDALLAH KIHONGOSI** who is known to me personally/identified by .....the latter being known to me personally in my presence this 28<sup>th</sup> day of November 2023.

*S.Abdallah*  
.....  
**SPOUSE**



**Before me;**

Name: **THOMAS EDWARD NCHIMBI**

SIGNATURE: .....

Address: 3007; .....

DODOMA

Qualification: **COMMISSIONER FOR OATHS.**



JAMHURI YA REPUBLICANO WA TANZANIA  
**KITAMBULISHO CHA TAIFA**  
 THE UNITED REPUBLIC OF TANZANIA  
 CITIZEN IDENTITY CARD

**19800530-41112-00003-24**

**JINA :** JOSEPH LOSERIN  
*Given Name*

**JINA LA MWISHO :** MOLLEL  
*Last Name*

**TAREHE YA KUZALWA :** 30 MAY 1980  
*Date of Birth*

**JINSI :** M  
*Sex*

**SAINI :**  
*Signature*

**MWISHO WA MATUMIZI :** 19 JAN 2031  
*Expiry Date*



**T**  
 Certified as True Copy of the original  
**Thomas Edward Nchimbi**  
 Advocate, Barrister at Law  
 for  
 Date: 19/12/2023

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

**19800530411120000324**

*Mfumo wa taifa hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Hata hivyo, hakuna wakulima wakulima wa dunia yoyote wanao kumilikiwa kwa umiliki wa dunia hiki ambao hawakulima dunia wakulima, au kuhitibiwa taifa kama lakina wakulima. Kwa hivyo, hata hivyo, ni Ombi ya NIDA au Ombi ya Usakani ya Jamhuri ya Muungano wa Tanzania. NIDA au Ombi ya Usakani ya Jamhuri ya Muungano wa Tanzania.*

*The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered with or allowed to pass into the possession of unauthorized persons. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or Swiss Mission of The United Republic of Tanzania.*

*A. K. M. M. M.*  
 DIRECTOR GENERAL  
 NATIONAL IDENTIFICATION AUTHORITY



JAMHURIA MUJIMBA  
REPUBLIC OF TANZANIA

# KITAMBULISHO CHA TAIFA

THE UNITED REPUBLIC OF TANZANIA

CITIZEN IDENTITY CARD



**19850506-41112-00005-11**

**JINA : SARA ABDALLAH**  
Given Name

**JINA LA MWISHO : KIHONGOSI**  
Last Name

**TAREHE YA KUZALIWA: 06 MAY 1985**  
Date of Birth

**JINSI : F**  
Sex

**SAINI :**  
Signature

**18/11/2023**

IN THE UNITED REPUBLIC OF TANZANIA  
(THE OATHS AND STATUTORY DECLARATIONS ACT, CAP. 34)

AFFIDAVIT FOR VERIFICATION OF NAMES OF  
SARA ABDALLAH KIHONGOSI.

I, **SARA ABDALLAH KIHONGOSI**, Female, Christian and resident of DODOMA do hereby **SWEAR** and **STATE** as follow;

1. That, my name is **SARA ABDALLAH KIHONGOSI**.
2. That, apart from **SARA ABDALLAH KIHONGOSI** I am also known by the name of **SARAH ABDALLAH KIHONGOSI**.
3. That, both names; **SARA ABDALLAH KIHONGOSI** and **SARAH ABDALLAH KIHONGOSI** are my names and the same are used interchangeably and accordingly.
4. Therefore, by this undertaking I confirm and declare that any document bearing any of the said names can be accepted as documents making reference to me.

And I solemnly Swear while consciously believing the same to be true by virtue of the Judicial Oaths (statutory declaration) Act, 1966.

Sworn at Dodoma by the said  
**SARA ABDALLAH KIHONGOSI** who is known/ identified  
to me by.....the latter being known  
to me personally in my presence this  
28<sup>th</sup> day Of November, 2023.

.....  
**DEPONENT**

**BEFORE ME:**

NAME: **Thomas Edward Nchimbi**

SIGNATURE: .....

ADDRESS: P.O Box 3007, **DODOMA.**

QUALIFICATION: **COMMISSIONER FOR OATHS.**



IN THE UNITED REPUBLIC OF TANZANIA  
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Sworn at Dodoma by the said **SARA ABDALLAH KIHONGOSI** who is known/ identified to me by.....the latter being known to me personally in my presence this 28<sup>th</sup> day Of November, 2023.

.....  
**DEPONENT**

**BEFORE ME:**

NAME: **Thomas Edward Nchimbi**

SIGNATURE: .....

ADDRESS: P.O Box 3007, **DODOMA.**

QUALIFICATION: **COMMISSIONER FOR OATHS**





Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Ministry of Lands, Housing and Human Settlements Development

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924190261709922

Received from : PAUL MRIMI MUSSA

Amount : 120,000.00

Amount in Words : One Hundred Twenty Thousand TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
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: 142201410022 - Notification for Receipt No	40,000.00	
Disposition - PLOT NO. 17, BLOCK B, KIKUYU SOUTH		

: 142201410002 - Application For Approve For Disposition - PLOT NO. 17, BLOCK B, KIKUYU SOUTH	80,000.00	
Outstanding Balance		

<b>Total Billed Amount :</b>		<b>120,000.00 (TZS)</b>
		Item Amount

Bill Reference : 11715185245042559192

Disposition Control Number : 9911710087524

Payment Date : 2024-07-08 13:43:23

Issued by : Issa Msega

Date Issued : 2024-07-12 14:07:09

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

120,000.00 (TZS)  
Item Amount

Bill Reference : 142201410022 - Notification for Receipt No

Disposition Control Number

Payment Date

Issued by

Date Issued

Signature

120,000.00 (TZS)

Item Amount

120,000.00 (TZS)

Item Amount

120,000.00 (TZS)

Item Amount

120,000.00 (TZS)

Item Amount

120,000.00 (TZS)

Item Amount

120,000.00 (TZS)

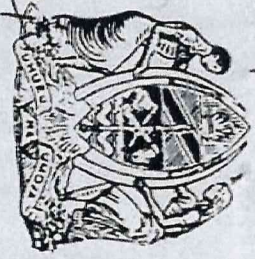
Item Amount

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

Telegram: "ARDH"  
Telephone: 2322185  
Fax:

In reply please quote:

Ref. No. LRT/92888-DUN/14



LAND REGISTRY,  
P. O. Box 1062,  
DODOMA.

23-11-2012

TO: JOSEPH L. WASEGA,  
P.O. Box 4264,  
DODOMA.

TITLE No. 22888-DUN LAND OFFICE No. 96253/13000  
PLOT No. 17 Block B, Village SAGI II  
DODOMA MUNICIPALITY

I have the honor to enclose herewith duplicate of the certificate of Title Numbered as above please.

T.S. MWAKILEMA  
PRINC. ASST/REGISTRAR OF TITLES

Land Form 23 A.

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

## CERTIFICATE OF OCCUPANCY

*(Under Section 29)*

Date of Issue:

Title Number: 22888-DLR

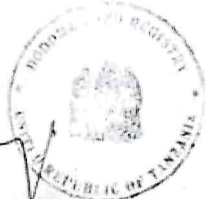
Land Office Number: 96253/13000

Land: PLOT NO. 17 BLOCK 'B' KIKUYU SOUTH

DODOMA MUNICIPALITY

Term: NINETY NINE YEARS

TITLE No. 22888-DLR  
REGISTERED ON  
23-11-2012  
at 10:00 AM  
Asst. Registrar of Titles



CDA/DED/TRU/PA: 16402  
CDA/L.O. NO. 96253/13000

TANGANYIKA CAPITAL DEVELOPMENT AUTHORITY  
STAMP DUTY PAID ON  
ORIGINAL Shs. 480/= GROUND LEASE NO. 13000  
Receipt No. 184/5990 of 16/3/03  
Asst. Registrar of Titles  
LEASE AGREEMENT

Stamp Duty Shs. 100/= Paid  
and Revenue Receipt No. 184/5990  
of 16-03-2003 issued  
Asst. Registrar of Titles

Made and entered into this 13<sup>th</sup> day of February 2012.....

BETWEEN

CAPITAL DEVELOPMENT AUTHORITY, a body corporate established under the Public Corporations Act, 1969 by the Capital Development Authority (ESTABLISHMENT) order Government Notice No. 230 of 1973, as amended by the Public Corporations Act No. 2 of 1992 of P. O. Box 913, Dodoma (hereinafter referred to as "the Lessor") of the one part,

AND

JOSEPH LOSERIAN WANGA of P. O. Box 4264 - DODOMA (hereinafter referred to as "the Lessee") of the other part

**THIS AGREEMENT WITNESSES as follows:**

WHEREAS the Lessor has been endowed with Right of Occupancy registered in the Land Registry at Dodoma under Title No. 4585-DLR in respect of land within the Capital Development Area as described in the Dodoma National Capital Planning Order Government Notice No. 63 of 1978, except alienated lands and in the terms thereof is authorized to grant Leases; the Lessor hereby enters into a Lease Agreement (hereinafter referred to as "the Lease") whereby the Lessor demises and the Lessee takes a piece of land (hereinafter referred to as "the land") for a term of thirty three years commencing on 01<sup>st</sup> day of October, 1991 and expiring on 30<sup>th</sup> day of September, 2024 according to the true intent and meaning of the Land Act, 1999 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:

**PART A: THE LESSEE SHALL**

1. **PAY** in advance to the Lessor the following Ground Rent and/or other charges of shillings four thousand three hundred ninety (T.Shs. 4,390/=) on the first day of July in each year of the term without any deduction PROVIDED that the rent may be revised after every five years thereafter.

2. **ERECT** or cause to be erected on the land a building or buildings (hereinafter referred to as "the improvements") in such materials and in accordance with specifications as the Lessor may require, and to that end shall:
  - i. on or before the 31<sup>st</sup> day of **March, 1992** submit for approval by the Lessor such plans, drawings, specifications and other information as may be required by the Lessor in respect of the improvements proposed to be erected;
  - ii. within **six months** from the date of notification by the Lessor of approval of the aforementioned development proposals, commence building on the land and the improvements in accordance with such plans and specifications;
  - iii. proceed continually from the commencement of building and complete the improvements in accordance with the plans and specifications so that they are capable of use and occupation on or before the 30<sup>th</sup> day of **September, 1994**.
  - iv. throughout the remainder of the term hereby granted have and maintain the land and the improvement to the satisfaction of the Lessor;
  - v. comply with such other conditions relating to the improvements as may be contained in the annexure hereto, if any.
3. **NOT** erect or commence to erect on the land any building, buildings or other structures, except with the prior written consent of the Lessor.
4. **NOT** subdivide the land or assign, sublet or otherwise dispose of or deal with whole or any part of the land or the improvements thereon without the prior written consent of the Lessor.
5. **MAINTAIN** and protect all beacons on the land and be responsible for the cost of replacing any such beacons that may be missing or destroyed.
6. **BE** liable to pay any and all costs arising herefrom and in particular:-
  - i. any fees or stamp duties which may be discovered to be payable in connection with the Lease.
  - ii. an amount or amounts leviable by duly authorized institutions by way of rates or like local property taxes.
  - iii. an amount or amounts equal to any rates or like levy paid by the Lessor in respect of the land or improvements thereon.
  - iv. such sum as the Lessor shall assess as a proper share attributable to the land of the cost of making up the roads or improvements of the same upon which the land fronts, abuts or adjoins, whether demand for such sum is made during or after such making or improvement thereof. (This condition does not oblige the Lessor to make up or improve the roads).

7. **USE** the land solely for **residential** purposes use group 'A' use class (a) as defined in the Town and Country Planning (Development and Zoning) (Capital Development Area) Regulations, 1979
8. **BE** responsible, where applicable:-
  - i. for protecting and preserving throughout the term of the lease all the existing and future infrastructure facilities on the land. Any damage, destruction or loss caused thereto shall be made good at the Lessee's expense.
  - ii. for further protecting and conserving existing and future horticultural amenities such as trees, flower gardens etc provided within or immediately adjoining the land. Any damage, destruction or loss caused thereto shall be made good at any time at the Lessee's expense.
9. **YIELD** up to the Lessor the land and improvements in good order and condition upon determination of the Lease by effluxion of time or otherwise.

**PART B: THE LESSOR SHALL**

1. **ENSURE** that the Lessee paying ground rent and/or other charges hereby reserved in **PART "A"** Clause 1 hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **NOTWITHSTANDING** the restrictions contained in **Part "A"** Clause 4 hereof permit the Lessee to grant a sublease or subleases in respect of the land and improvements for a term not exceeding five years, provided the Lessee has complied with the development conditions set out in **Part "A"**, Clause 2 hereof.
3. **UPON** breach by the Lessee of any the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.
4. **GRANT** to the Lessee at the lessee's option and on satisfactory performance of the obligations hereinbefore contained, an extension of the Lease on such terms and conditions as may be agreed by the parties provided that the Lessee serves upon the Lessor not more than six months notice in writing prior to the expiry of the Lease provided that such an extension will not be granted where the land is required by the Lessor for other development.

**PART C: ARBITRATION**

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may apply for arbitration to the Minister for the time being responsible for land matters and the Minister's decision shall be binding on both parties.

SCHEDULE

All that land known as Plot No. 17 Block 'B' Kikuyu South Dodoma Municipality being part of the land within the Capital Development Area registered under certificate of TITLE NO. 4585-DLR containing nine hundred twelve (912) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Plan Numbered 24434 deposited at the office of the Director of Surveys and Mapping at Dar es Salaam.

We the LESSOR and the LESSEE(S) hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SEALED with the COMMON SEAL of the said CAPITAL DEVELOPMENT AUTHORITY and DELIVERED in the presence of us this 13<sup>th</sup> day of FEBRUARY 2012

Signature: *[Signature]*  
Name: MARTIN LUTHER KITILLA  
Postal Address: P.O. BOX 913, DODOMA  
Qualification: DIRECTOR GENERAL

Signature: *[Signature]*  
Name: MERCY ROWLAND KYAMBA  
Postal Address: P.O. BOX 913, DODOMA  
Qualification: CORPORATION SECRETARY

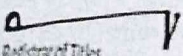
Seal

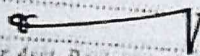
SIGNED and DELIVERED by the said JOSEPH LOSERIAN WANGA who is known to me personally/identified to me by.....

.....  
the latter being known to me personally in my presence this 27<sup>th</sup> day of SEPTEMBER 2011.....

Signature: *[Signature]*  
Name: JOSHUA OGUDA  
Postal Address: B310 - Dodoma  
Qualification: ADVOCATE



DODOMA LAND REGISTRY  
GOVERNMENT ORDER No. 213 of 2017  
GROUND LEASE UNDER TITLE No. 22888 DLR  
IS HEREBY CONVERTED TO CERTIFICATE OF RIGHT OF OCCUPANCY  
FOR A TERM OF 99 YEARS COMMENCING ON 1-10-1991  
  
Senior Asst. Registrar of Titles

LAND REGISTRY DODOMA  
NOTICE OF DEPOSIT  
Filed Document No. R 20413-DLR  
Date of Registration 22.4.2021 Time 1:00 P.M.  
To NMB BANK PLC. OF P.O. Box  
9213, DAR EL SALAM  
  
Senior Asst. Registrar of Titles

DODOMA — MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

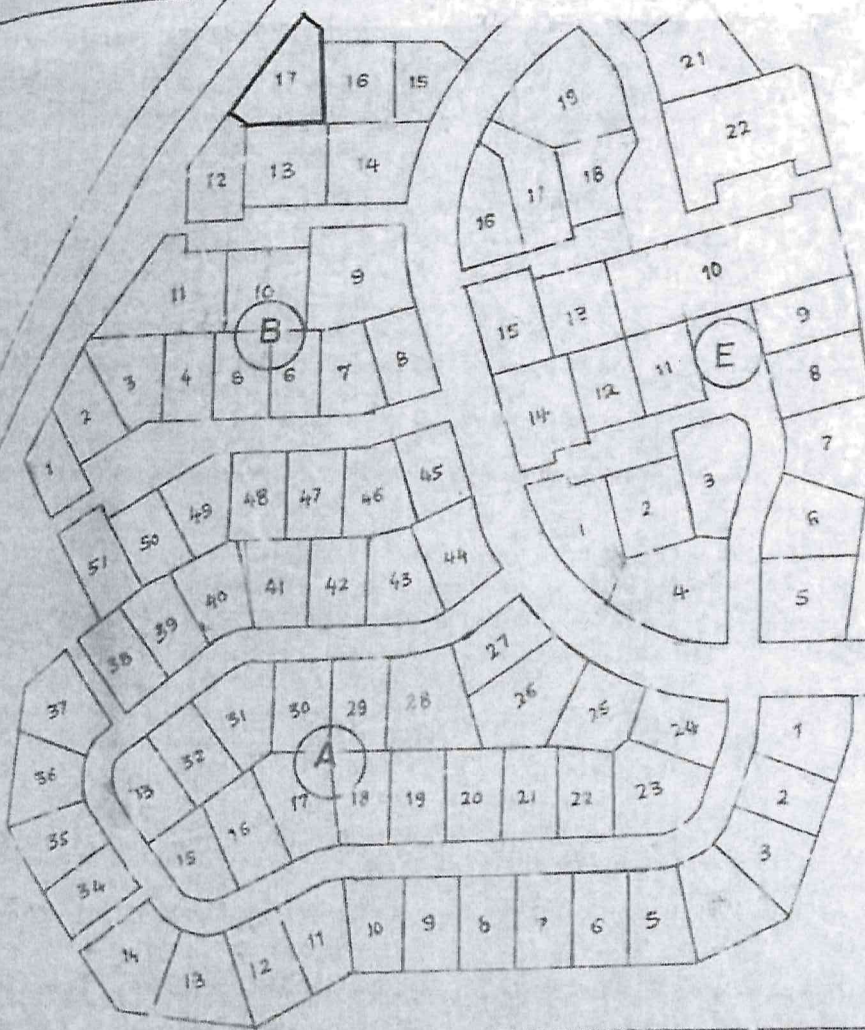
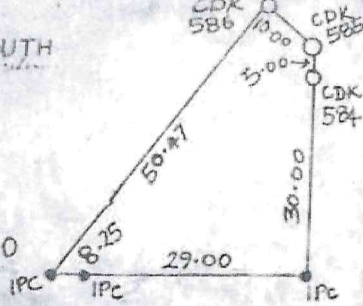
LOCATION KIKUYU-SOUTH

BLOCK B

PLOT No. 17

GOA LO-No 96253/13000

AREA 912 SQ METRES



This plan prepared in accordance with the Registered Plan No 2443R is approved for the purposes of Land Registration Ordinance for the Director of Surveys and Mapping *Mugabera*  
 Date 10.6.2010  
 Ministry of Land, Human Settlement Development

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