

Land Form 23A

TANZANIA

THE LAND ACT 1999

(NO.4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 78028

Land Office Number: 331841.

Land: PLOT NO. 122 ADA ESTATE IN DAR ES SALAAM CITY.

Term: NINETY NINE YEARS.

Certified as a True Copy of the Original


RHODA KEUBEN MWANJI
Advocate, Notary Public & Commissioner for Oaths

TITLE NO. 78028

REGISTERED 20-11-07

AT 11:00 AM

[Signature]

Senior Asst. Registrar of Titles



LAND FORM No. 22

Stamp Duty No. 100/-

Original Receipt No. 472306

of 5-11-07

[Signature]
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Certified as a True Copy of the Original

[Signature]

KHODA KEUBEN MWANKI

Advocate, Ministry Public & Communications for Justice

LAND FORM No. 22

Stamp Duty No. 2889/-

Original Receipt No. 472306

of 5-11-07

[Signature]
Stamp Duty Officer

Title No. 78028

L.O. No. 331841.

L.D. No. 269444.

The 16th day of November, Two thousand and seven

THIS IS TO CERTIFY that CHABAKA FARAJI KILUMANGA of P.O. Box 9120, 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 October, Two thousand and seven 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 there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2008, shall hereafter pay rent of shillings Fifty seven thousand eight hundred seventy (Tshs.57,870/=) 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 the Right and which conform to the building line (if any) decided by the Kinondoni Municipal 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 Commissioner for Lands (hereinafter called "the Commissioner"),
 - (v) Not **sale, transfer** or enter into a **transaction**, which may result into **sale or transfer** of the Land or buildings within **25** years from the date of the commencement of the Right.
3. **USER:** The land and existing buildings thereon shall be maintained and shall be used for **Residential** purposes only. Use Group 'A' use classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
 4. 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.
 5. The President may revoke the right for good cause and in public interest.

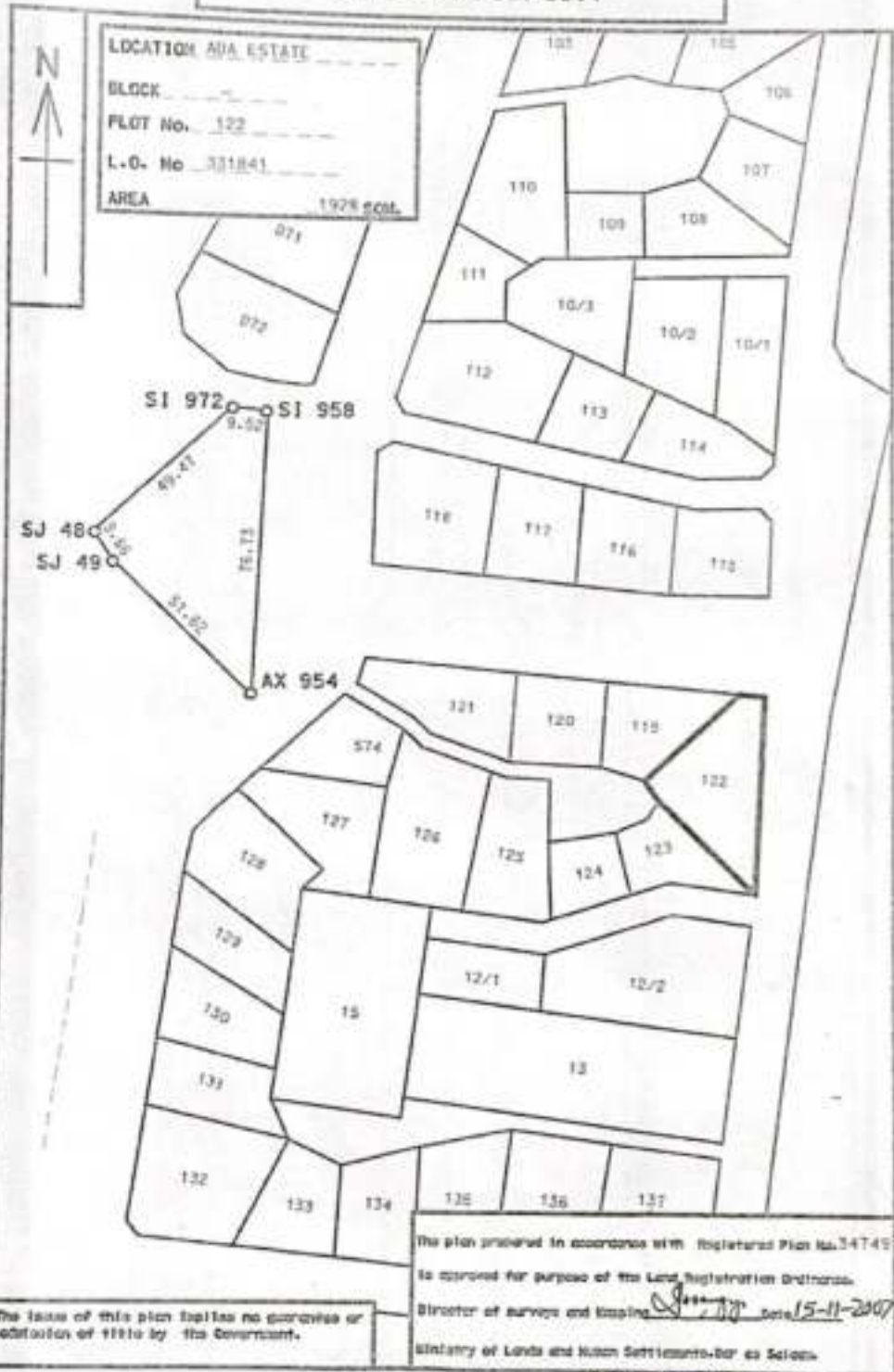
SCHEDULE:

ALL that Land known as Plot No. 122 situated at Ada Estate in Dar es Salaam City containing **One thousand nine hundred twenty eight (1928) square meters** shown for identification only edged **black** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 34749 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.


COMMISSIONER FOR LANDS

DAR ES SALAAM CITY



LOCATION ADA ESTATE
BLOCK _____
PLOT No. 122
L.O. No. 331841
AREA 1928 sqm.



SI 972 SI 958
9.52
89.41
SJ 48 SJ 49
5.45
51.62
75.73
AX 954

The plan prepared in accordance with registered Plan No. 34749
is approved for purpose of the Land Registration Ordinance.
Director of surveys and mapping, dated 15-11-2007
Ministry of Lands and Urban Settlements, Dar es Salaam.

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

Certified as a True Copy of the Original

Rhoda Keuben Mwanri
RHODA KEUBEN MWANRI
Advocate, Notary Public & Commissioner for Oaths

I, the within named **CHABAKA FARAJI KILUMANGA** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said
CHABAKA FARAJI KILUMANGA
who is known to me personally/identified
to me by Gilbert Tenga



the latter being known to me personally in
my presence this 16th day
of November, 2007.

Witness's
Signature



Postal Address

Qualification



Certified as a True Copy of the Original

Rhoda
RHODA REUBEN MWANRI
Advocate, Notary Public & Commissioner for Oaths

LEASE AGREEMENT

ADDENDUM NO. 1

This **AGREEMENT** is made on this 16th day of May 2015

BETWEEN

CHABAKA FARAJI ALI KILUMANGA a natural person living for gain in Dar es salaam whose address is P.O.Box 9000 Dar es salaam (hereinafter called "the **Lessor**"), which also shall include the heirs and successor in title) of the other part.

AND

M/S BESTA DIAGNOSTIC CENTRE LIMITED a Limited liability Company registered under company Act whose address is P.O. BOX 5596, Dar es Salaam (hereinafter called "the **Lessee**"), which also shall include the heirs and successor in title) of the other part.

WHEREAS the parties herein (lessor and lessee) having concluded Lease Agreement on 30th May 2012 for leasing part of a premise known as **PLOT NO. 122 BLOCK "A" TUNISIA ROAD ADA ESTATE , HEREIN KNOWN AS MAIN CONTRACT.**

AND WHEREAS formerly the lessee occupied only part of the premises for its Diagnostic Centre

AND WHEREAS the main contract stipulated for renewal of rent after every seven years.

AND WHEREAS the lessor has desired to renew the rent through mutual agreement.

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RHODA REUBEN MWANRI
Advocate, Notary Public & Commissioner for Oaths



AND WHEREAS the lessee has accepted the above said renewal but desired to extend the use of the premises and construct the structure to the remaining part of the premises which formally was not occupied by the Lessee

AND WHEREAS the main contract stipulated the end of the leasing period is 30th June 2022 and may be renewed upon the expiry of that contract.

AND WHEREAS the Lessor and Lessee mutually agree to extend the Leasing Agreement to be 30th June 2027.

AND WHEREAS at the time of his Addendum the lessee has made extensions of three structures to the main building at his own cost.

AND WHEREAS The Lessor has accepted the above said extensions and which shall be removed at the end of the contract.

NOW THEREFORE the parties agrees as follows.

1. RENTED AREA

The part of the area which had the office building which formed the subject matter of the main contract is extended so that the lessee to occupy the whole area of the premises.

2. AMOUNT OF RENT

As the former agreed rent under the main contract was requiring the lessee to pay USD 4,500 per month for seven (7) years the parties hereto agree to change the said rent so that the lessee pay USD 5,500 per month with effect from 1st June 2016 the rent which may be revised after every 5 years.

17/5 or 17/5

6. LAW AND DISPUTE SETTLEMENT:

It is hereby agreed there was no dispute settlement clause in the main contract. The parties agree the main contract be revised for the purpose adding the dispute settlement clause and that it is agreed in case of any dispute the only remedy shall be resort to court of laws.

SAVE for the above provisions as reflected in this addendum the terms and conditions of contract dated 30th May 2012 remaining unaltered unless otherwise by mutual agreement of the parties.

WITNESS WHEREOF the parties hereto have executed this addendum on the day month and year in the manner herein after appears.

SIGNED AND DELIVERED at Dar es Salaam
By the said **CHABAKA FARAJI ALI KILUMANGA**
Who known to me personally
this 16th day of MAY 2015


LESSOR


Signature: 
Postal Address: Box 3481 DDM
Qualification: ADVOCATE



SEALED with the **COMMON SEAL** of the said
BESTA DIAGNOSTIC CENTER LIMITED
DELIVERED at Dar es salaam
in my presence this 16th
day of MAY 2015



ON BEHALF OF BESTA DIAGNOSTIC CENTER LIMITED:

Signature: 
Name: Sheila Sikiyi
Designation: DIRECTOR
Postal Address: 5596

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RHODA REUBEN MWANRI
Advocate, Notary Public & Commissioner for Oaths

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3. RENT REVISION PERIOD

It is hereby agreed that clause 1.2 (d) of the main contract be revised for purpose of changing the period of revising the rent and that it is agreed that the rent payable shall be revised after every five years.

3.1. That the parties agree the variation of rent which its increment is opted shall not exceed 15% of the payable rent after every five years of tenancy.

4. CONSTRUCTION OF NEW STRUCTURES

It is hereby agreed there was no provision of construction of new structures in the main contract. The parties agree the main contract be revised for the purpose of inserting the clause of construction of structures in the premises and that it is agreed that the Lessee may construct new structures within the premises provided those structures built by Lessee shall not affect or change the existing building.

4.1. That the lessee shall construct new structures to the premises with prior consent in writing from the Lessor who shall not unreasonably reject.

5. ERECTION OF THE FENCE WALL

As per clause 3.2 of the main contract the Lessor agreed to erect the wall fence surrounding the demised premises, and that he failed to do so because of the existence of the dispute on part of the premises. It is agreed that the existed dispute is over and the Lessor should build the brick wall fence as agreed in the original contract.

5.1 It is agreed that the lessor should build the said brick wall fence within three months after the Lessor receive the court Order.

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RHODA REUBEN MWANRI
Advocate, Notary Public & Commissioner for Oaths



In the presence of

Signature: *[Handwritten Signature]*

Name: *Thandiwe Dlamini*

Designation: *G.M.*

Postal Address: *5596*

Certified as a True Copy of the Original

[Handwritten Signature]
RHODA REUBEN MWANJE
Advocate, Notary Public & Commissioner for Oaths

[Handwritten Signature]