

MKATABA WA MAUZIANO YA KIWANJA

KATI YA

ROSALIA DONALD MASOMHE

NA

AMI AGROFARMING INVESTMENT LIMITED

MKATABA WA MAUZIANO YA KIWANJA.

Makubaliano haya yamefanyika leo tarehe "21" mwezi "04" Mwaka "2022".

KATI YA

Ndugu, **ROSALIA DONALD MASOMHE** wa **S.L.P. 1249, DODOMA** (ambaye kwa madhumuni ya makubaliano haya atajulikana kama "Muuzaji") kwa upande mwinigine.

NA

Ndugu, **AMI AGROFARMING INVESTMENT LIMITED** wa **S.L.P. 1249, DODOMA** (ambaye kwa madhumuni ya makubaliano haya atajulikana kama "mnunuzi") kwa upande mmoja.

KWAMBA, Muuzaji ni mmiliki halali wa kiwanja Na. 3 Kitalu "LX" kilichopo **MTUMBA** chenye ukubwa wa mita za mraba 6611 Halmashauri ya Jiji la Dodoma.

KWAMBA, Muuzaji kwa hiari yake mwenyewe ameamua kuuza kiwanja husika kwa mnunuzi.

KWAMBA, Mnunuzi pia kwa hiari yake mwenyewe yuko tayari kununua kiwanja husika kutoka kwa Muuzaji.

HIVYO BASI PANDE ZOTE MBILI ZINAKUBALIANA KUSAINI MKATABA HUU KWA MASHARTI KAMA YALIVYOORODHESHA HAPA CHINI; -

1. Kwamba, Muuzaji anauza kiwanja husika kwa gharama ya Shilingi Milioni Mia sita Hamsini Hamsini tu (**Tsh. 650,000,000/=**).
2. Kwamba, mnunuzi amemlipa Muuzaji kiasi cha Shilingi Milioni Mia Sita Hamsini tu (**Tsh. 650,000,000/=**) kama malipo yote.
3. Kwamba, Muuzaji atamkabidhi mnunuzi nyaraka zote na atatoa ushirikiano katika kufuatilia nyaraka za umiliki wa kiwanja baada ya kusaini mkataba huu.
4. Kwamba, kwa kusaini mkataba huu Muuzaji anakiri kupokea kiasi cha Shilingi Milioni Mia Sita Hamsini tu (**Tsh. 650,000,000/=**).
5. Kwamba, mnunuzi ameshakiangalia kiwanja husika na kuridhika nacho kabla ya mauziano hayo kufanyika.
6. Kwamba, muuzaji anaahidi kwamba kiwanja hicho ni mali yake mwenyewe a hakina mgogoro wa aina yeyote ile.

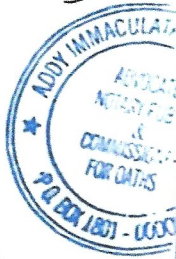
7. Kwamba, iwapo kutatokea mgogoro juu ya tafsiri ya vipengele vya mkataba huu baina ya pande zote mbili, mgogoro huo utasuluhishwa kwa njia ya maridhiano na iwapo maridhiano hayatafikiwa, mgogoro huo utaamriwa kwa mujibu wa sheria za Jamhuri ya Muungano wa Tanzania.
8. Mkataba huu unalindwa na sheria ya Jamhuri ya Muungano wa Tanzania.

Pande zote mbili zinazohusika zimeweka saini katika mkataba huu leo tarehe ...?... mwezi ...??... mwaka 2022 kama unavyoonekana hapo chini.

IMESAINIWA na KUWASILISHWA na Ndugu
ROSALIA DONALD MASOMHE ambaye namfahamu
 binafsi/ ametambulishwa kwangu na
 ambaye namfahamu binafsi mbele yangu leo
 tarehe ...?... mwezi ...?... Mwaka 2022.

Rosalia Donald Masomhe

MUUZAJI



MBELE YANGU
 Saini:
 Jina: **ADDY IMMACULATA LEONIDAS LOPA**
 Anuani: **1801 DODOMA**
 Cheo: **WAKILI**



IMESAINIWA na KUWASILISHWA na Ndugu
AMINA JOSEPH SANGA ambaye namfahamu
 Binafsi/ ametambulishwa kwangu na.....
 ambaye namfahamu binafsi mbele yangu leo
 tarehe ...?... mwezi ...?... Mwaka 2022.

Amina Joseph Sanga

MNUNUZI



MBELE YANGU
 Saini:
 Jina: **ADDY IMMACULATA LEONIDAS LOPA**
 Anuani: **1801 DODOMA**
 Cheo: **WAKILI**



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

Telephone: 026 2322185
Fax: 026 2320029
Email:
In reply please quote:
Ref. No. LR/DOM/T/



REGISTRAR OF TITLES
P. O. Box 1062,
DODOMA.

2-6-2022

TO: ROSARIA DONALD MASONHE
P.O. BOX 2983
DODOMA

TITLE No. 82927-DLR L.O No. 1176144
PLOT No. 2 BLOCK No. LX LOCATION, MIUMBA
DODOMA CITY

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

cc. LAND DIVISION

EDWARD MAKORI
ASST. REGISTRAR OF TITLES

Date of Issue:

Title Number: 82927-DLR

Land Office Number: 1176144

Land: PLOT NO. 2 BLOCK LX MIUMBA DODOMA CITY

Term: NINETY NINE (99) YEARS

TITLE No. 82927-DLR
REGISTERED ON: 4-4-2022
AT: 1:00 P.M.
Senior Asst. Registrar of Titles



TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 19900/=
Receipt No. 92010600006775 of 17-4-2020
Asst. Registrar of Titles

Land Form No. 22
Stamp Duty Shs. 100/= Paid
and Revenue Receipt No. 92010600006775
of 17-4-2020 issued
Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 82927-DLR
L.O. No. 1176144
L.D. No. 116088

The 08th day of March Two thousand and Twenty two.

THIS IS TO CERTIFY that ROSARIA DONALD MASOMHE of P.O. Box 2983, NGOWEDO 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 **Ninety Nine (99)** years from the first day of **July, two thousand and nineteen** 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:-

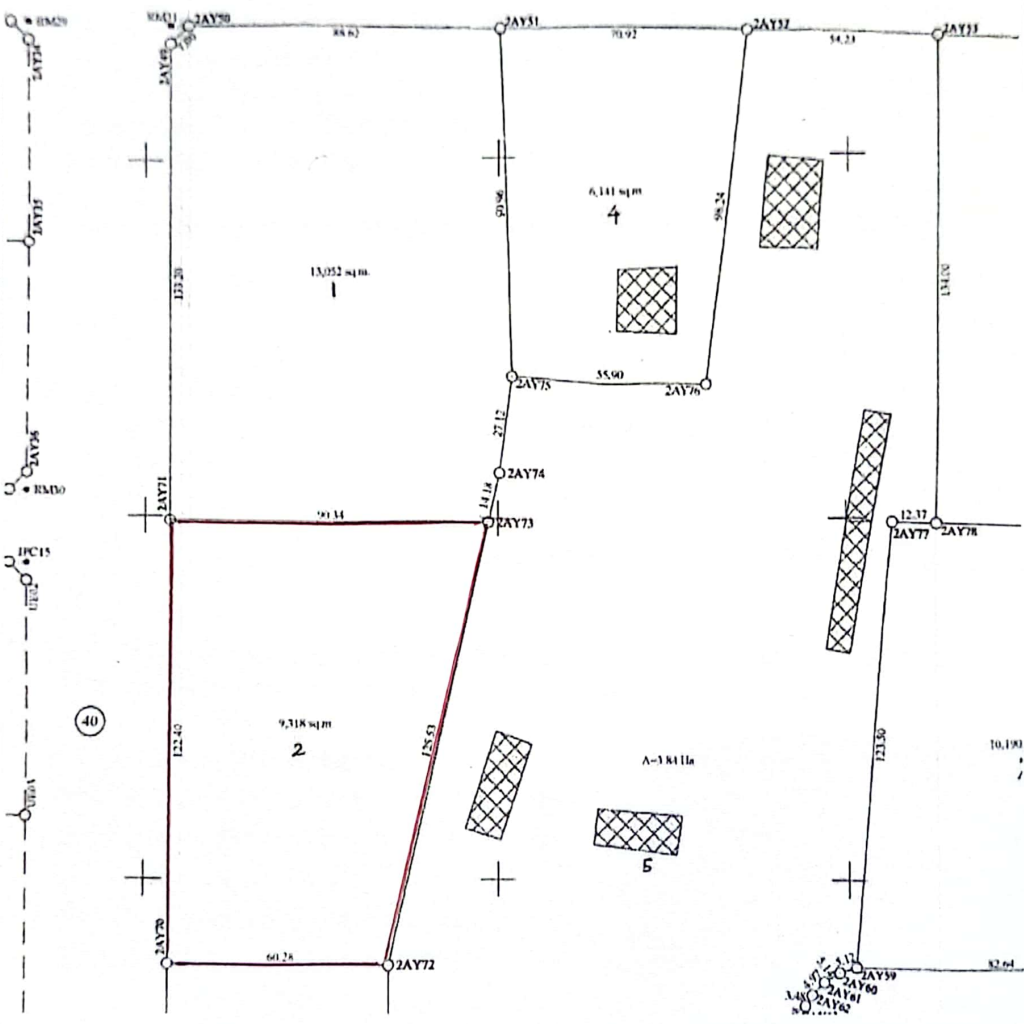
1. The Occupier having paid rent up to the thirtieth day of June, 2020, shall here after pay rent of shillings **five hundred eighty seven thousand and thirty four (Tshs. 587,034/=)** only a year in advance on the first day of July in each of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
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 Occupiers' 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) Erect on the Land Buildings (hereinafter called 'the building') in permanent materials designed for use in accordance with the condition of the Right and which conform to the building line (if any) decided by **Dodoma City Council** (hereinafter called 'the authority').
 - (iv) Within Six Months from commencement of the rights submit to the Authority such plans for buildings (including block plans showing the position of the buildings) such as drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building conditions.
 - (v) Within six months from the date of notification by the Authority of approval of the plans and specifications, begin building on the land in accordance with the building conditions.
 - (vi) Complete the buildings according to the plans and specifications so that they ready for use and occupation within thirty six months from the date of commencement of the rights.
 - (vii) At all times during the term of the Right have on the land building 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')
 - (viii) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as here in before provided.
3. **USER:** The land and the buildings to be erected thereon shall be used for **Service Industries** purposes only. Use **Group 'M' Use classes (a)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as **amended in 2018.**
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. 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.
 6. The President may revoke the right for good cause and in public interest.

DODOMA CITY



LOCATION MTUMBA
 PLOT No 2
 BLOCK IX
 L.O No 1176144
 AREA 9,318 SQM



This plan prepared in accordance with the Registered plan No 104926, is approved for the purpose of Land Registration Act cap 334.

Director of Surveys and Mapping *Keateto*

Date 08-04-2021

Ministry of Lands and Human Settlement Development Dodoma.

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

SCHEDULE

ALL that Land known as Plot No 2 Block 'LX' situated at Mtumba in Dodoma City containing **nine thousand three hundred eighteen (9,318) square meters** shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 104926 deposited at the Office of the Director for Surveys and Mapping.

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

ASSISTANT COMMISSIONER FOR LANDS

I, the within named **ROZARIA DONALD MASOMHE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said **ROZARIA DONALD MASOMHE** who is known to me personally/identified to me by.....
.....
the latter being known to me personally in my presence this.....30.....day of ...DEC...2021

Witness`

Name: NICE A. TIBILENGWA

Signature:

Postal Address: 28 SL DODOMA

Qualification: ADVOCATE

