

MKATABA WA UPANGAJI

Mkataba huu unafanyika leo tarehe 11 Mwezi 06 Mwaka2023.

KATI YA

MOHAMEDRAZA SHABIR DHALLA wa KIGAMBONI Tanzania (ambaye kwenye Mkataba huu, atajulikana kama MPANGISHAJI) kwa upande mmoja

NA

AMIGO INDUSTRIES COMPANY wa KISARAWA Tanzania (ambaye kwenye Mkataba huu, atajulikana kama MPANGISHWAJI) kwa upande mwingine

AMBAPO mpangishaji ni mmiliki halali wa nyumba mwanamala Katika kiwanja no 152 Mtaa kisarawe Kata ya kisarawe katika wilaya ya KIGAMBONI Mkoa wa DAR ES SALAAM

NA AMBAPO Mpangishaji kwa ridhaa yake binafsi/mwenyewe, ana nia ya dhati ya kupangishajengo/ chumba/nyumba/duka kwa mpangishwaji na vivyo hivyo mpangishwaji kwa ridhaa yake binafsi/mwenyewe ameridhia kupangishwa jengo/chumba/nyumba/duka na mpangishaji kwa makubaliano yafuatayo hapa chini:

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:

1. Mpangishwaji ni mpangaji katika jengo/ duka kwa kipindi cha muda wa MIAKA MITANO (5) kuanzia tarehe 01/10/2023 mpaka tarehe 31/9/2028 ambapo atawajibika kulipia pango kiasi cha shilingi 100,000/= kwa mwezi na kwa MIAKA MITANO sawa na shilingi 6,000,000/=
2. Mpangishwaji atawajibika na mambo yafuatayo:
 - a) Kulipa kodi ya pango (Rent) bila kukosa(without fail) katika kipindi na tarehe husika au siku ndani ya siku saba za mwezi husika
 - b) sambamba na kulipia pango, mpangishwaji atawajibika pia kulipia kodi ya zuio ambayo ni asilimia 10 ya kiasi cha pango (withholding Tax - 10%) pamoja na ushuru wa stemp ambayo ni asilimia 1 ya kiasi cha pango (Stamp Duty - 1%), vilevile ni wajibu wa mpangishwaji kuhakikisha anatumia nakala ya mkataba huu pamoja na stakabadhi zote za malipo ya pango na kodi/tozo kwa kipindi chote cha upangaji wake.
 - c) Kutunza jengo/nyumba/chumba/duka husika kwa kugharamia uharibifu na matengenezo yoyote madogomadogo yatakayo jitokeza kama vile kurekebisha vitasa, milango , taa feni, n.k. na kuhakikisha jengo linakuwa katika hali ya usafi, ubora na usalama (in good and tenable order) wakati wote
 - d) Haruhusiwi kufanya ujenzi wa ziada au ukarabati wa sehemu yeyote ya jengo husika kwa namna yeyote ile asipo ruhusa ya maandishi kutoka kwa Mpangishaji. Aidha, Mpangishaji hatohusika wala kuwajibika kwa naman yeyote ile kwa gharama za ukarabati huo
 - e) Haruhusiwi kumpangisha au kumkodisha/ kumhifadhi mtu mwingine.
 - f). Haruhusiwi kuweka katika jengo husika vitu ambavyo vinahatarisha usalama wa jengo na watumiaji wa jengo pamoja na mali zao kwa ujumla kama vile vitu ambavyo

vinaweza kuleta milipuko (explosives), sumu (poison) na vifaa vingine hatarishi kwa naman hii.

- g) Atalazimika kumruhusu mpangishaji au mtu yeyote atakayeidhinishwa na kutambulishwa na mpangishaji kwa nia ya kufanya ukarabati. Matengenzo, usafi wa jengo husika ama shughuli nyingine yeyote ambayo itakuwa aidha kwa ajili ya kudhubiti ama kuendeleza ubora na usalama wa jengo.
- h) Kutunza mazingira yote ya nje kwa maana ya kufanya na kusimamaia usafi ma mazingira yanayolizunguka jengo pamoja na sehemu za huduma ya choo.
- i) Kulipia gharama za huduma za umeme na maji kwa kadri ya matumizi na ankara za kila mwezi

3. Mpangishaji naye atawajibika na mabo yafuatayo:

- a) Kuhakikisha jengo husika siku zote linakuwa kwenye hali bora kwa ajili ya matumizi
- b) Kuhakikisha Mpangishwaji anakuwa na uhuru na amani wakati wote wa mkataba katika kufanya biashara yake pasipo kuingiliwa (without any interruption). Uhuru huu utakuwa ndani ya mipaka ya makubalioano yaliyo ndani ya mkataba huu wa upangishaji
- c) Kwamba mpangishaji na mpangishwaji wanakubalina kuwa endapo mpangishwaji atashindwa kulipa kodi ya pango (Rent) ndani ya siku saba (7) kutoka tarehe ya mwisho ambayo ilipaswa kuwa ameshalipa kodi ya pango (ambayo kwenye mkataba huu ni tarehe 14 ya kila mwezi) , basi mpangishaji atakuwa na haki ya kisheria kwa mkataba huu ya kumuondoa mpangishwaji katika jengo husika kwa kuifunga sehemu husika kwa kufuli, na iwapo ndani ya kipindi cha siku saba nyingine, mpangishwaji atakuwa ameshindwa kufanya taratibu za kuhama na hatimaye kuhama, mpangishaji na kwa kufuata taratibu za kuwajumuisha viongozi wa serikali ya mtaa atakuwa na haki kulingana na mkataba huu ya kuvunja mlango na kuondoa vitu vyote vya mpangishwaji vilivyomo ndani pasipo kuwepo au kwa kuwepo mpangishwaji. Aidha mpangishwaji atawajibika baada ya hapo kulipa gharama zote zitakazokuwa zimetokana na zoezi hilo.
- d) Kutokana na ukiukaji wa kipengele/vipengele ndani ya mkataba huu wa upangaji na bila kuathiri haki husika za pande zote mbili; Mpangishaji na mpangishwaji wanakubalina kuwa kila mmoja atakuwa na haki ya kukatisha/kusitisha (terminate) mkataba huu wa upangaji kwa kutoa NOTISI ya miezi mitatao kwa upande mwingine.
- e) Kwamba mpangishaji na mpangishwaji wanakubaliana kuwa pale ambapo mpangishwaji atahitaji au atakuwa na nia ya kuendelea na upangaji kwa kipindi kingine baada ya mkataba huu kufikia mwisho wake, atawajibika kutoa notisi ya maandishi ya mwezi mmoja kabla ya muda wa mkataba huu kwisha na pia mpangishaji atakuwa na uhuru wa kuamua kuongeza au kutokuongeza mkataba na mpangishwaji kwa kutegemeana na mwenendo wa mpangishwaji wakati wote wa mkataba huu.
- f) Mpangishaji na mpangishwaji wanakubalina kuwa pale ambapo mpangishwaji ataongeza kiyu chochote kwa ridhaa ya mpangishaji katika jengo husika, basi ujenzi huo au ukarabati huo ataufanya (mpangishwaji) kwa gharama zake na muda wa mkataba ukufika mwisho au kuvunjwa, mpangishwaji hatoruhusiwa kuondoa kitu chochote ambacho atakuwa amekiweka katika mazingira hayo pasipo kujali ukubwa, udogo au thamani ya kitu husika.
- g) Mpangishaji na Mpangishwaji wanakubaliana kuwa katika kipindi chote cha upangaji, Mpangishwaji atawajibika (bila kukosa kulipia gharama za maji, Umeme, usafi, na kodi ya pango (With Holding Tax) na kukabidhi nakala za stakabadhi zote kwa Mpangishaji.

- h) Mpangishaji na Mpangishwaji wanakubaliana kuwa katika kipindi chote cha upangaji Mpangishwaji atatumia jengo hilo pasipo kuleta usumbufu (annoyance) kwa namna yoyote ile kwa Mpangishaji au majirani iwe kwa kuachia maji machafu kutiririka hovyoyote na kadhalika.
- i) Mpangishaji na Mpangishwaji wanakubaliana kuwa matumizi ya jengo hili yatazingatia sheria na taratibu za NCHI, hivyo basi ni MARUFUKU kwa namna yoyote ile, vyovyote iwavyo kwa mpangishwaji kutumia jengo husika kwa biashara inayokiuka katiba na sheria za nchi.
- j) Mpangishaji na Mpangishwaji wanakubaliana kuwa pale ambapo mpangishwaji atakiuka makubaliano ya mkataba huu basi Mpangishaji atakuwa na haki ya kuvunja mkataba na kumuondoa Mpangishwaji katika jengo. Hili ni pamoja na kuweka kufuli (kutia kufuli) katika eneo husika kama ilivyoonyeshwa katika kifungu namba nne(4) ili kumzuia Mpangishwaji kuingia na kutumia jengo/eneo husika, Mpangishwaji hatakuwa anastahili fidia yeyote. Aidha Mpangishwaji naye atakuwa na haki ya kuvunja mkataba na kudai kurudishiwa sehemu ya kodi ya pango ambayo atakuwa ametoa pale ambapo Mpangishaji atakuwa amevunja masharti ya mkataba huu.
- k) Mpangishaji na Mpangishwaji wakiwa ni watu wazima, wenye akili timamu na pasipo kushurutishwa, wote kwa ujumla wanakiri kuyasoma na kuyaelewa makubaliano haya na hivyo kuwajibika kisheria pale ambapo ukiukwaji utatokea.

KWA USHUHUDA wa hayo, pande zote mbili zinatia sahihi zao hapa chini.

MPANGISHAJI:

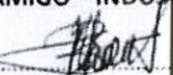
Jina **MOHAMEDRAZA SHSIBIR DHALLA**

Sahihi 

Tarehe **02 OCTOBER 2023**

MPANGISHWAJI:

Jina **AMIGO - INDUSTRIES COMPANY**

Sahihi 

Tarehe **02 OCTOBER 2023**

Makubaliano Hayo YANASHUHUDIWA:

Jina **ERICK BYANSHEKO**

Sahihi 

Wadhifa **WAKIL**

Tarehe **02/10/2023**





THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)

Land Form No. 33



CERTIFICATE OF APPROVAL OF A DISPOSITION
[Under Section 39]

To: ABUBAKAR HUSSEIN AHMED
P.O. BOX 36009

Title Number: DSMT1038062
L.D Number: KGMD2294796
Transaction NO.: KGM01519208

I, Gilly S. Nsogotelwa Authorised Officer hereby approve the disposition of the right of occupancy under the above reference subject to the following;

PROPERTY

#	Plot No.	Block	District/Location	Area (square meters)	Reg. Plan No.
1.	151	X	Kigamboni / Kigogo Kisarawe II	two thousand one hundred and eighty six (2,186.00)	9766B
2.	152	X	Kigamboni / Kigogo Kisarawe II	two thousand two hundred and thirty two (2,232.00)	9766B


Tenancy Type: Single Tenancy
Purpose: Transfer

TRANSFEROR

Name Address
1. ABUBAKAR HUSSEIN AHMED P.O. BOX 36009

TRANSFeree

Name Address
1. MOHAMEDRAZA SHABIR
DHALLA P.O. BOX 5463, Kigamboni, Dar es Salaam


 Certified as True Copy of the Original
 Mnyji
 Advocate, Solicitor Public & Commissioner
 for Justice
 Date: 29/9/23

Emb

Date: 29-Sep-2023

The following payments have been paid:

Control Number:	991178314979	Bill ID:	KGM00449499
Due Date:	14-Oct-2023	Date Paid:	19-Sep-2023
Total Amount Billed:	120,000 TSh	Total Amount Paid:	120,000 TSh

Fee Breakdown:

1. Application Fee (Transfer)	80,000
2. Notification of Disposition	40,000

Control Number:	991178335945	Bill ID:	KGM00452293
Due Date:	21-Oct-2023	Date Paid:	25-Sep-2023

Land Form 35

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT NO.4 OF 1999
(CAP.113)

TRANSFER OF A RIGHT OF OCCUPANCY
[Made under section 62]

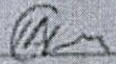


CT No. DSAM1038062

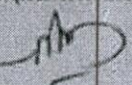
PLOT NOS.151 & 152, BLOCK A, AT KIGOGO KISARAWE II,
KIGAMBONI MUNICIPALITY, DAR ES SALAAM CITY

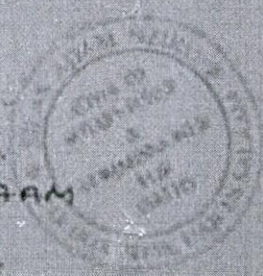
In consideration of Tanzania Shillings Fifty Million Only (Tshs.50,000,000.00) I, ABUBAKAR HUSSEIN AHMED of Post Office Box 36009, DAR ES SALAAM (hereinafter referred as the 'Transferor') HEREBY TRANSFER my right of occupancy to MOHAMEDRAZA SHABIR DHALLA of P.O.Box 5463, DAR ES SALAAM (hereinafter referred as "the Transferee") of the right of occupancy registered under the above reference.

SIGNED and DELIVERED by the said]
ABUBAKAR HUSSEIN AHMED who is]
known to me personally / identified to me by]
.....in my presence]
this 08th day of MARCH2023]

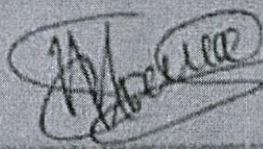

Transferor



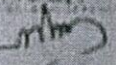
Name: SILAS ADAM NZIKU
Signature: 
Postal Address: 72158
DAR-ES-SALAAM
Qualification: ADVOCATE



SIGNED and DELIVERED by the said]
MOHAMEDRAZA SHABIR DHALLA who is]
known to me personally / identified to me by]
.....in my presence]
this 08th day of MARCH2023]


Transferee



Signature: 
Full Name: SILAS ADAM NZIKU
Postal Address: 72158
Dar Es Salaam
Qualification: ADVOCATE



Approved as Full Copy of the Original
by the Registrar General
Date: 17/3/2023

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 180394


Land Office Number:

904897

Land: PLOT NO. 150 BLOCK 'A' AT KIGOGO KISARAME II AREA IN KIGAMBONI MUNICIPALITY

Term:

SIXTY SIX YEARS

TITLE No. 180394
 REGISTERED 14.11.2018
 AT 01:00pm

 Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 16072/= Paid
 On Original Receipt Shs. 99004799579
 of: 16.08.2018
 Stamp Duty Officer

Land Form No.22

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 100/= Paid
 Receipt No: 99004799579
 of: 16.08.2018
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
 THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 180394
 L.O. NO. 904897
 TMC/LD/KIS II/A/3524

The 2nd day of November Two thousand and Eighteen

THIS IS TO CERTIFY that ABUBAKAR HUSSEIN AHMED of P.O. BOX 36009, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to a 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 from the first day of July, Two thousand and Eighteen 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 therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 2019, shall thereafter pay rent of shillings Three hundred twenty one thousand six hundred fifty seven (TShs. 321,657/=) 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.

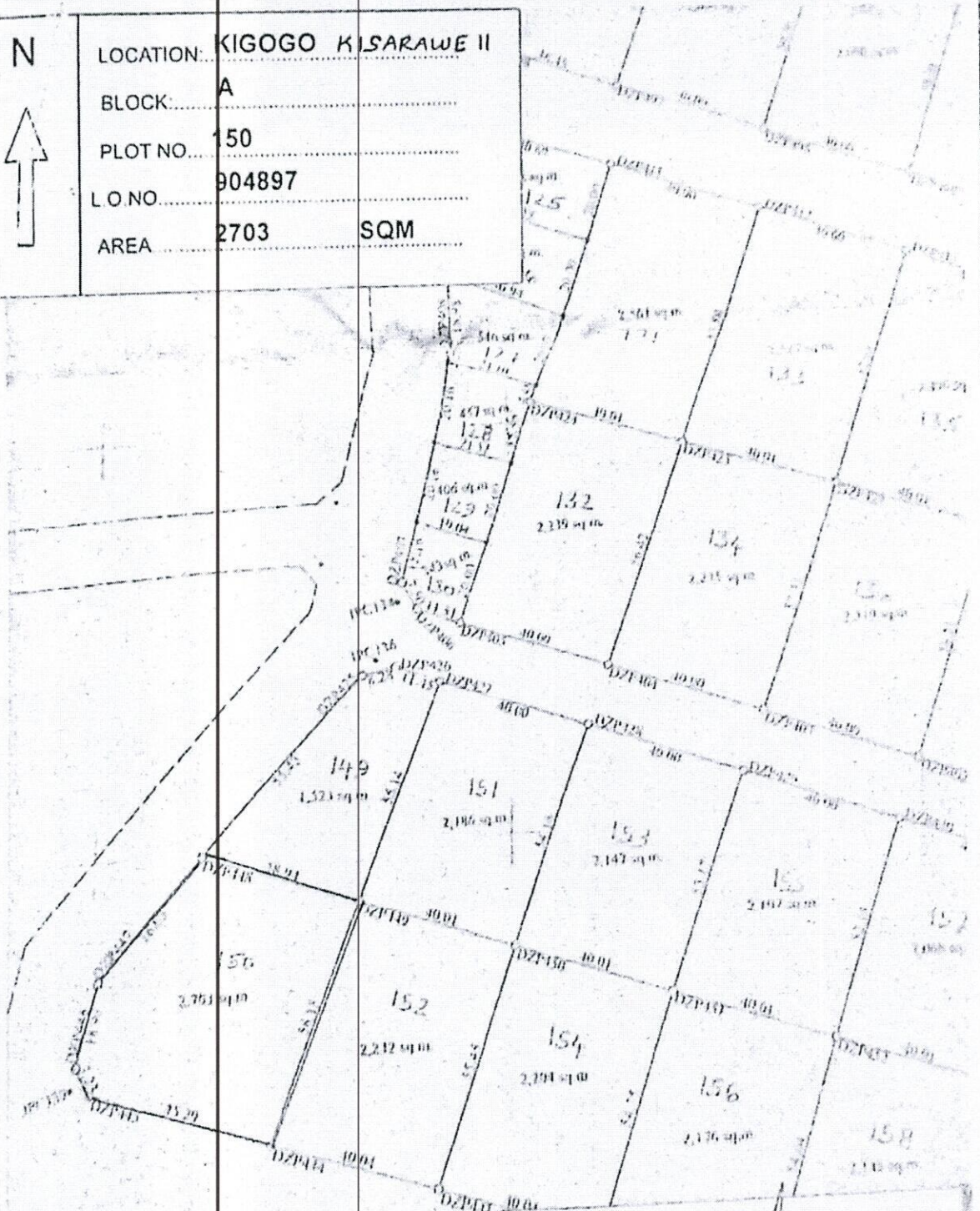
- ii. Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may be required by the authorities responsible for environment and to achieve such objective.
- iii. Building to be in permanent materials.
- iv. Building plans to be submitted to the **KIGAMBONI MUNICIPAL COUNCIL** within six months from the commencement of the Right.
- v. Building construction to begin within six months after the approval of the plans.
- vi. Building to be completed within thirty six months from the commencement of the Right.
3. **USER:** The land and the buildings to be erected thereon shall be used for **Light Industry** purposes only. Use **Group 'M' use class (b)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
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 or in Public interest.

KIGAMBONI MUNICIPALITY

N



LOCATION:	KIGOGO KISARAWE II	
BLOCK:	A	
PLOT NO:	150	
L.O NO:	904897	
AREA	2703	SQM



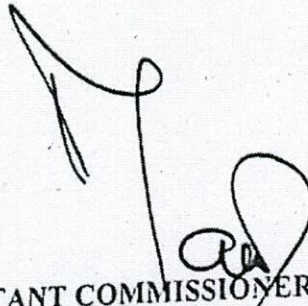
The issue of this plan implies no guarantee or admission of Title by the government

The plan prepared in accordance with the Registered Plan no.97668 is approved for purpose of the Land Registration Ordinance by
 Director of Surveys and Mapping.....
 Date: 27-08-2018
 Ministry of Lands Human settlements Development, Dar es Salaam

SCHEDULE

ALL that land known as Plot No. 150 Block 'A' situated at Kigogo Kisarawe II area in Kigamboni Municipality containing Two thousand seven hundred and three (2,703) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Number 97668 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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



ASSISTANT COMMISSIONER FOR LANDS

I, the within named ABUBAKAR HUSSEIN AHMED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

SIGNED and DELIVERED by the said)
ABUBAKAR HUSSEIN AHMED)
who is known to me personally/identified)
to me by RASMANU JUMA RASMANU)
the latter being known to me personally)
in my presence this 5th)
day of August 2018.)

(Witness's))
Signature: [Handwritten Signature])

Postal address: Zebse)

Dar es Salaam)

Qualification: Commissioner for oaths)

