

TANZANIA

LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: ~~11852~~ / 11852

Land Office Number: 352591

Land: PLOT NO. 051A, UPUNGA IN ILALA MUNICIPALITY

Term: NINETY NINE YEARS.

Controlled as Title Case of the Land
District: Mwananyuzi North
for District: Mwananyuzi North
Date: 13/06/2021

111852
21-04-09
13:00 PM



[Signature]

Land Form No. 22

26991/

32236051
07-05-08

[Signature]

THE UNITED REPUBLIC OF TANZANIA

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

Stamp Duty Rate 100%
Stamp Duty Receipt No. 32236051
07-05-08

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 111852
L.O. No. 332691,
L.D. No. 84387.

The 18th day of November Two thousand and eight.

THIS IS TO CERTIFY that ADIL, ABDALLAH DHIYEBI of P.O. Box 196, 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 April, Two thousand and eight 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 four thousand one hundred eighty (Tshs. 54,180/=) 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 Hala Municipal Council within six months from the commencement of the Right.
 - (v) Buildings construction to begin within six months after approval of the plans.
 - (vi) Buildings to be completed within thirty six (36) months from the commencement of the Right.
3. **USER:** The land shall be used for **COMMERCIAL/RESIDENTIAL** purposes only. Use Group 'B' use classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
- 4.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. 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.
7. The President may revoke the right for good cause and in public interest.

SCHEDULE

ALL that land known as Plot No. 451A situated at Upanga in Hala Municipality containing Nine hundred and three (903) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered survey plan numbered 15545 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.



ASST. COMMISSIONER FOR LANDS

I, the within-named ADIL ABDALLAH DHIYEBI hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
ADIL ABDALLAH DHIYEBI who is known)
to me personally / identified to me by)
.....)
the latter being known to me personally in my)
presence this 4th day of November 2008.)



Witness's)
Signature.....)

Postal Address: Box 110061)
Dar - Es - Salaam)

Qualification: Advocate)



Plot No. 451A BLOCK: - UPANGA - ILALA MUNICIPALITY

L.O. No. 332691

AREA: 803 SQM



Director of Surveys and Mapping

15/06/2025

The issue of this plan implies no guarantee or admission of title deed.

The plan prepared in accordance with Registered Plan No. 15545 is approved for purpose of the Land Registration Ordinance.

Director of Surveys and Mapping *[Signature]* Date 27/10/08
 Ministry of Lands and Human Settlements Development. D'Salaam

TANZANIA

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GIVEN under my hand and seal and by Order of the Minister the day and year first above written.



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SIGNED and DELIVERED by the said)
ADIL ABDALLAH DHIYEBI who is known)
to me personally / identified to me by)
.....)
the latter being known to me personally in my)
presence this 4th day of November 2008.)



Witness's)
Signature.....)

Postal Address: Box 110061)
Dar - Es - Salaam)

Qualification: Advocate)



Plot No. 451A BLOCK: - UPANGA - ILALA MUNICIPALITY

L.O. No. 332691

AREA: 803 SQM



The issue of this plan implies no guarantee or admission of title deed.

The plan prepared in accordance with Registered Plan No. 15545 is approved for purpose of the Land Registration Ordinance.

Director of Surveys and Mapping *[Signature]* Date 27/10/08
Ministry of Lands and Human Settlements Development. D'Salaam

UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT

Telegram: "LANDS"
Telephone: 121341-9
In reply please quote:



LAND REGISTRY,
P.O. Box 1191,
DAR ES SALAAM.

Ref. No.

RD 105723/01/156

24/10

2023

RE: REGISTRATION OF DOCUMENTS ACT (117)
TREATMENT FOR DOCUMENT

I refer to the documents presented for registration on the 23/10/23 at [redacted]
I return herewith the original of the above mentioned documents registration having been
effected under Folio/s 1/244602 and serial/s 24724
Please acknowledge receipt of the enclosures herein.

ENCLOSURES:

2 COPIES

I am,
Sir/Madame/Gentleman,
Your Obedient Servant,

[Signature]

Asst. Registrar of Titles

To:

BOJHO NDIMBO
KIMELA AND
MUNI CABRE MD

Certified as True Copy of the Original
Datus Mutelemya Novath
Minister, Ministry of Lands & Communities
for Gender
Date: 13/06/2024

8/43
10

AN AGREEMENT FOR DEVELOPMENT

ON PLOTS NO. 256-260

BLOCK D, TEGETA

DAR ES SALAAM CITY

BETWEEN

BOSKO NDIMBO KIMELA

AND

MULTI CABLE LIMITED

Controlled as True Copy of the Original
Datus Mutalewa Novath
Advocate, Notary Public & Commissioner
for State
Sign: 
Date: 13/06/2025

Agreement for, Bosko K. Kimela of Multi Cable Limited



AN AGREEMENT FOR THE DEVELOPMENT OF PLOTS NO.
256-260 BLOCK D, TEGETA LO NO 140083 CT NO 48864
DAR ES SALAAM CITY

THIS AGREEMENT is made on the 18th day of October 2019

BETWEEN

BOSKO NDIMBO KIMELA of P. O. Box No 106007, Dar es Salaam Tanzania (hereinafter referred to as "the Owner" which expression shall include where the context so admits his legal personal representatives and successors) of the one part.

AND

MULTI CABLE LIMITED of P. O. Box No 10380, Dar es Salaam Tanzania (hereinafter referred to as "the Developer" which expression shall include where the context so admits its representatives and successors) of the other part.

WHEREAS:

- A. The Owner is the registered owner of all that piece or parcel of land known as Plots No. 256-260 Tegeta, Dar es Salaam city containing 1.06 Hectors bearing L.O. No. 140083 and registered under Title No. 48864 (hereinafter called "The Plot");
- B. The Owner is desirous of developing the said Plot in accordance with the Land use Plan contained in the Title Deed.
- C. The Developer is desirous to develop the said Plot and as consideration for that own jointly the Property with the Owner, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESETH AS
HEREUNDER:-

Agreement between Bosko N. Kimela & Multi Cable Limited



ARTICLE I

1.0 DEFINITIONS AND INTERPRETATIONS:

In this Agreement unless the context otherwise requires the following meanings shall apply:

- a) "Owner means : MR. BOSKO NDIMBO KIMELA
or his successor or assignees
 - b) "Developer" means: MULTI CABLE LIMITED
and/or its' nominees
 - c) "Parties" means (a) and (b) hereinabove
 - d) "Project" means the 22 villas of one storey building comprised of a ground floor comprising of 134 square meters with open garage, first floor comprising of 138 square meters with terrace totaling 272 square meters and a swimming pool as described in the Drawings annexed and forming an integral part of this Agreement.
 - e) "Venture" means ownership of the Plot and the Project.
- 1.1. Any reference to the Owner and the Developer shall include their respective successors, transferees and assignees.
- 1.2. Words importing any gender shall include every other gender.
- 1.3. Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.
- f) "Unfurnished Villa" means a villa which comes with no furniture but has white goods e.g. flooring, window covering, bathroom fixtures such as bath tubs, shower units, toilets and basins

ARTICLE II

2.0 SCOPE OF THE AGREEMENT

2.1 THAT the Developer shall construct 22 modern one storey villas with a ground floor measuring 134 square meters with open garage, first floor measuring 138 square meters with terrace making the total of approximately 272 square meters thereof with a swimming pool on the Plot as per the Building Plan which is annexed to this Agreement and which shall form an integral part of this Agreement referred to as "the Project" Preliminary Plans.

DURATION

2.2 The Project shall be undertaken for a period of 36 months from the date of issuance to the Developer of the Building Permits provided for in this Agreement.

2.3 It is further provided that after the signing of this Agreement the Developer shall work on the final Architectural Drawings, Environmental Social Impact Assessment, Building Permits and all other permits necessary for the takeoff of the Project.

2.4 That it is estimated that all the activities necessary for the takeoff of the Project shall take approximately nine (9) months from the date of the signing of this Agreement by the Parties hereto.

ARTICLE III

3.0 VESTING OF THE PROPERTY:

3.1 The Project shall vest in the Parties hereto as shall be shown in the Title Deed and the Parties' interest in the Project is in the ratio of their respective shareholding referred to hereunder.

3.2 The Parties' ratio of interests in the Project shall be as follows:-

- a) The Owner, his heir and/ or successor in title shall be allocated and hold 6 Villas representing 27% villas and the

Developer and/or its nominees shall be allocated and hold 16 Villas representing 73% villas.

ARTICLE IV

4.0 TRANSFER OF RIGHT OF OCCUPANCY

- 4.1 The Owner shall execute a Transfer Deed transferring the Right of occupancy of the Plot in the name of MULTI CABLE LIMITED and BOSKO NDIMBO KIMELA as "Tenants in Common," holding 73% shares for the Developer and 27% for the Owner and shall thereafter deliver the original Title Deed to the Developer to process the transfer of the Title Deed.
- 4.2 The Owner shall make sure that on the day the Title Deed is transferred to the Tenants in Common the Plot shall be free from any encumbrances or restrictions other than those conditions ordinarily contained in the Certificate of Title.
- 4.3 Before transfer of the Right of Occupancy of the Plot the Developer shall assist the Owner pay for and clear all outstanding land rent and service charges upon the Plot.
- 4.4 The Owner shall upon signing the agreement surrender the Title Deed to the Developer who shall cause the respective shares in the holding of the Title to be registered as agreed in this Agreement.

ARTICLE V

5.0 MAIN FEATURES OF THE AGREEMENT

- 5.1 The main features of the Development Agreement, Construction and Ownership of the Project shall among others include the following activities:-



- a) Signing of the Development Agreement.
- b) Delivery of vacant possession of the Plot to the Developer within the specified time frame agreed upon by the Parties hereto.
- c) Registration of the shares in respect of the Project in the Joint names of the Developer and the Owner as Tenants in Common of the Plot.
- d) Application for 'change of use' (if any).
- e) Preparations of Architectural Drawings and Designs;
- f) Appointing of Consultancy Team and Contractors;
- g) Obtaining of Building Permit
- h) Construction of the Project as per the Drawings with necessary variations as advised by professionals.
- i) The Developer shall submit and obtain the Building Permit and change of use on the Plot.
- j) During the period of construction, no Party shall take, assign or pledge their respective shares without the written consent of the other Party.

ARTICLE VI

6.0 FUNDING OF THE VENTURE PROJECT:

- 6.1 It is HEREBY EXPRESSLY AGREED that the Developer shall undertake the Financing of all the activities referred to in Article IV above hereinafter (referred to as the Project Cost).
- 6.2 The Developer's act of financing the Project shall be inclusive of the Owner's share contribution.

- 6.3 The Owner's contribution towards the envisaged Project shall be the value of the said Plot and unexhausted improvement plus valuables which shall be taken to be equivalent to the cost of construction of the Owner's share in the Project.

For avoidance of doubt it is expressly provided that Capital Gains Tax payable on transfer of the property in the joint names shall be for the account of the Owner.

However, Parties hereto may agree on an appropriate modalities and arrangement to be made for the payment of Capital Gains Tax by the Owner.

- 6.4 The Developer commits to the availability and access to the resources necessary to undertake the Project and is also willing to finance the whole Project inclusive of the Owner's share contribution.

ARTICLE VII

7.0 DELAYS

- 7.1 If without reasonable cause, construction work on the Project shall not commence within the agreed period of one year from the date of obtaining the Building Permit/Planning Permission (including change of use in the title), then the Agreement shall be taken to have been frustrated and determined. The Developer shall at his own costs re-transfer the ownership in the said Property back to the Owner. Once the construction work has commenced and save as provided in clause '9' below neither Party can withdraw from this Agreement unless by mutual consent.
- 7.2 If without reasonable cause, construction work on the Project does not complete within a period of thirty six months from the commencement of the construction with a grace period of six months, either Party may take over the Project at market value

or sell the Project in the open market and the proceeds of such sale shall be divided in the proportion of the Land at market value and the construction value standing thereon at market value. The former shall be paid to the Owner and the latter to the Developer.

- 7.3 Without prejudice to recital '9' bellow, if the Project is not completed within the stipulated time of thirty six months, and after the lapse of the six month grace period, the Developer shall pay US\$ 2000 per month as compensation to the Owner until completion of the Project.
- 7.4 The Owner shall deliver vacant possession of the Plots, to the Developer to commence construction as provided in Article 5.1(b), specifically after the developer having obtained building permit from the relevant authorities.

ARTICLE VIII

8.0 APPOINTMENT OF CONSULTANCY TEAM AND CONTRACTORS

- 8.1 The Developer shall manage and be solely responsible for the appointment of a Project Consultancy Team and Contractors.
- 8.2 The Developer shall manage and ensure that all necessary approvals mentioned above from various authorities have been obtained before commencement of the Project and shall provide sufficient supervision and inspection of the construction works to ensure due and proper performance of the Project.
- 8.3 Commencement of the Project shall be after the procurement of documents from relevant authorities approving the construction of the Project including but not limited to 'change of use' of the Plot.

- 8.4. The Owner shall pro-actively cooperate with the Developer especially in securing Building Permit and dealing with other governmental institutions for smooth implementation and completion of the Project.

ARTICLE IX

9.0 GENERAL PROVISION:

- 9.1 The Parties agree that upon completion of the Project, the Parties may continue to manage the same on commercial basis, in accordance with the provisions of the Titles Unit Act Cap No 16 of 2008 of the Laws of Tanzania and in line with the terms and conditions mutually agreed upon by the Parties hereto. The cost of obtaining the title to the units shall be borne by the developer, the owner shall at a later date refund part of his cost in respect of the 6 sub titles on terms and conditions to be agreed by the parties.
- 9.2 That by a separate agreement the parties hereto will agree on the modalities under which common facilities such as generator usage, swimming pool and gym shall be shared. The arrangement shall also extend to garden maintenance, water and electricity utility on common areas to the property.
- 9.3 The statements contained in the recitals hereof are true and accurate in all respects and that they form part of this Agreement.
- 9.4 The division of the villas between the OWNER and the DEVELOPER in the proposed Project shall be as follows;
- The villas shall be coded blue for the owner and yellow for the developer.

1. THE DEVELOPER -16 Villas

Agreement for, Block K, Kinoto & Mshai Cable Layout



2. THE OWNER - 6 unfurnished Villas

ARTICLE X

10.0 DEFAULT:

10.1 A Party shall be a Defaulting Party in terms of this Agreement if payment of any part of the monies due by that Party in terms of this Agreement shall not be made when due and payable and such default shall continue unredeemed for a period of thirty (30) days after the due date.

10.2 A Party shall also be a Defaulting Party in terms of this Agreement if the said Party shall default in the due observance or performance of any covenant, condition or provision contained in this Agreement other than the payment of money and such default shall continue for more than sixty (60) days after written Notice from the other Party specifying the default and demanding the same to be remedied.

10.3 Any such default if not remedied within the provided period, may be referred to the Court upon terms and conditions as hereinafter provided in Article XVI.

ARTICLE XI

11.0 NOTICES:

11.1 All notices, notifications, requests demands approvals, Agreements or other communication to or by the respective Parties shall be in writing and shall be deemed to be duly given or made:-

- a) In the case of delivery in person when delivered and so evidenced by acknowledgment of recipient;

- b) In the case of prepaid registered post, on the twenty first (21) business day after the date of posting to the Party to which such communication is required to be given under this Agreement addressed to its address as shown in this Agreement or at such other address as the relevant addressee may specify for such Parties.

ARTICLE XII

12.0 ASSIGNMENT:

- 12.1 The Parties shall not assign or purport to assign any of its right, title, interest or obligations under this Agreement during the period of construction of the Project without the prior consent from the other Party.
- 12.2 The assignee shall take subject to the rights of the other Party.

ARTICLE XIII

13.0 WAIVER

- 13.1 No delay or omission to exercise any right, power or remedy accruing to any Party upon any breach or default by any other Party under this Agreement shall impair any such right, power or remedy nor shall it be construed to be a waiver of any such breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default.
- 13.2 Any waiver, Agreement, consent or approval of any kind or character on the Party of any breach or default by any other Party or any waiver on the part of any Party of provisions or condition of this Agreement must be in

writing and shall be effective only to the extent that it is in writing.

ARTICLE XVI

14.0 SEVERABILITY OF PROVISIONS:

- 14.1 Should one or more of the provisions of this Agreement prove to be invalid and/or unenforceable, this will not affect the validity/or enforce ability of the other provisions of this Agreement. In case of such invalidity and/or unenforceability the Parties to this Agreement shall replace such invalid and/or unenforceable provisions.

ARTICLE XV

15.0 AMENDMENTS AND ALTERATIONS

- 15.1 All or any of the provision of this Agreement may be amended, altered, added to or replaced by the Parties hereto by mutual agreement and in writing

ARTICLE XVI

16.0 DETERMINATION OF THE AGREEMENT:

- 16.1 This Agreement shall be determined in any or all of the following circumstances:
- a) In the event that without any reasonable cause constructions works shall not commence within the stipulated time or in consequence of force majeure
 - b) In the event of such occurrence the Party concerned shall immediately inform the other Party in writing and necessary steps to minimize the loss shall be taken.

SEALED with the COMMON SEAL of the said)
MULTI CABLE LIMITED and delivered to us) MULTI CABLE
in our presence this.... day of..... 2023) LIMITED

Name: SHABIR Z. AHMAD

Postal Address: P. O. BOX 10380

Qualification: DIRECTOR

Name: Muzza Z. ALIHAJI

Postal Address: P. O. BOX 10380 DSA

Qualification: DIRECTOR

Name: Datin Mutalimur Nava K

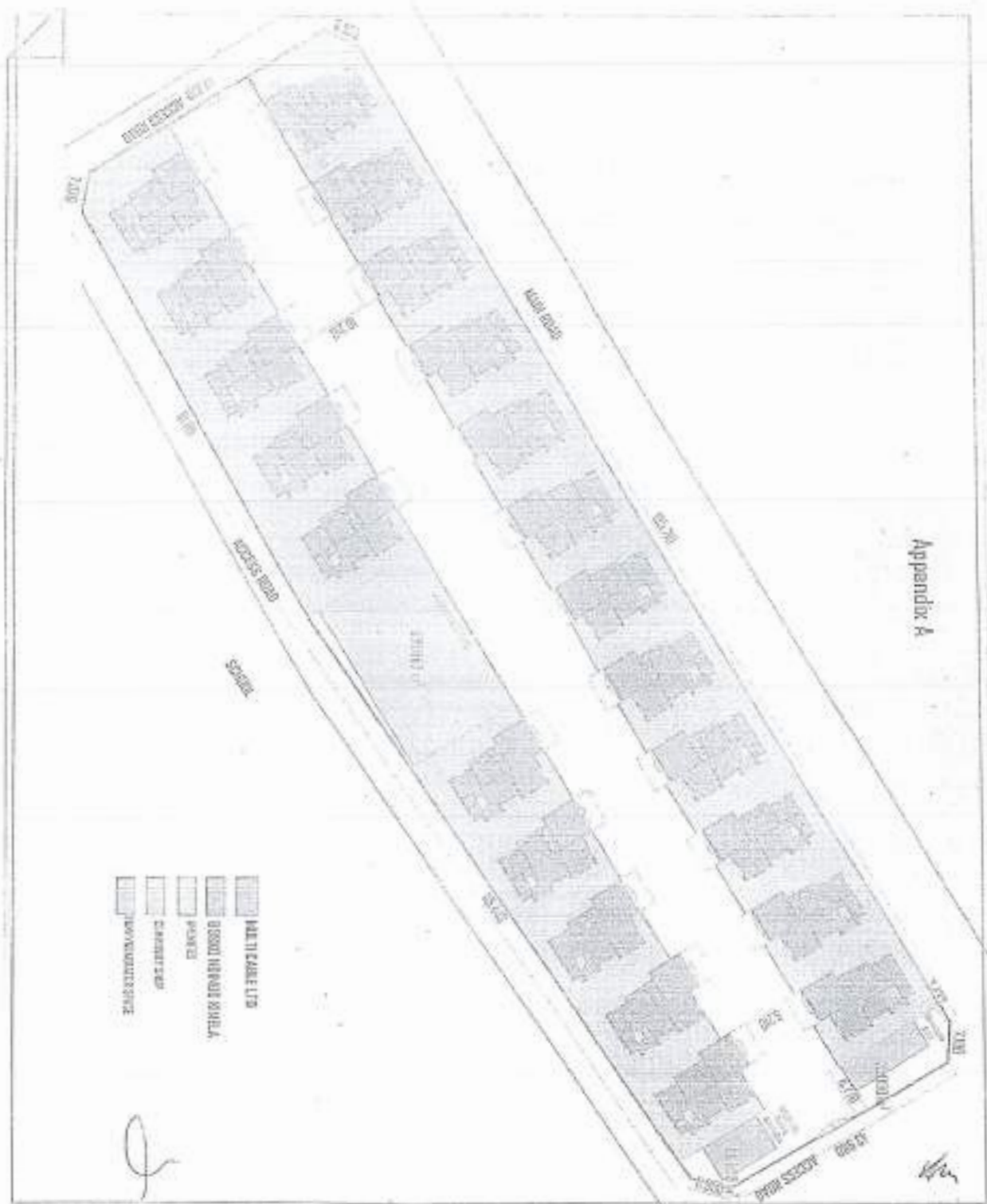
Postal Address: P. O. Box 10943, Darsa Selat

Qualification: ADVOCATE



Handwritten signature or mark.

Appendix A



<p>General Notes:</p> <ol style="list-style-type: none"> 1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. 	
<p>General Title:</p> <p>MECHANICAL/ELECTRICAL DRAWING NO. 01-01 DATE: 11/11/2008 DRAWN BY: J. SMITH</p>	
<p>Revisions:</p> <p>NO. DESCRIPTION</p>	
<p>Approved:</p> <p>For Authority/Approval: _____ DATE: 11/11/2008</p>	
<p>Contractor:</p> <p>NAME: _____ ADDRESS: _____ PHONE: _____</p>	
<p>Scale:</p> <p>1/4" = 1'-0"</p>	

ARTICLE XIX

19.0 FINALITY OF THE AGREEMENT

19.1 This Agreement is the Sole Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, understanding, written or oral or any Memorandum of Agreement signed by the Parties. Except as expressly provided in this Agreement, there are no representations, warranties, conditions other agreements or acknowledgments, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor does either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgement not expressly made in this Agreement.

IN WITNESS WHEREOF the Parties have set their respective hands on the day first above-mentioned.

SIGNED and DELIVERED by the said)
BOSKO NDIMBO KIMELA who is)
known to me personally/ identified to)
me by.....the latter)
known to me personally in my presence)
this.....(5th day of December, 2023)

Bosko
.....
BOSKO NDIMBO
KIMELA

Name:.....
Postal Address:.....
Qualification:.....



Notary Public & Commissioner
Darius Mutale Mwa Novath
Sign: *[Signature]*
Date: 18/06/2025

Agreement between Bosko N. Kimela & Zairi Cable Limited

- c) In the event that one Party makes false presentation to the other.
- d) For avoidance of doubt in this Agreement "force majeure" shall mean any event beyond the control of either Party that shall prevent or delay the performance of the Agreement and these shall include:-
- I. An act of God;
 - II. War or hostility whether declared or not;
 - III. Civil commotion or riot.
 - IV. Strikes, lockouts or other industrial actions (other than among the Parties, own employees);
 - V. Earthquakes, floods, fire or other natural disasters;
 - VI. Any government order prohibiting performance of this Agreement.

ARTICLE XVII

17.0 GOVERNING LAW:

- 17.1 This Agreement shall be governed by and constructed in accordance with the laws for the time being in force in the United Republic of Tanzania.

ARTICLE XVIII

18.0 DISPUTES SETTLEMENT:

- 18.1 All disputes and controversies arising out of/or relating to the performance of this Agreement that cannot be settled by the mutual agreement may be referred to any Court of competent jurisdiction in the United Republic of Tanzania.

Handwritten scribbles at the top of the page, including the number '2428220' and a signature.

TANZANIA

Land Form 31

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Handwritten reference number: E744-070744

Date of Issue:

Title Number: 48364

Land Office Number: 140083

Land: PLOT NOs. 256 ~~483~~ 260 BLOCK 'D' TEGETA DAR ES SALAM CITY.

Term: FIFTY NINE YEARS.

Received in Free Copy of the Original
Datus Mwanambao Novoth
Agent & Deputy Agent & Commissioner
for Lands
Sign: [Signature]
Date: 13/06/2025

and Form 17

1986/87

2-6-87

10/1/87 = 140000

4/25/864

6-10-86

D. No. 125382

W. M. M. M.



W. M. M. M.

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

2961=

4/25/864

The 2nd

day of July

6-10-86
One thousand

nine hundred and Ninety nine,

Title No. 48864

(HEREIN TO CERTIFY that CREDIT BUSINESS CONSULTANT INTERNATIONAL LIMITED a limited liability company registered under company's ordinance (Cap.212) of P.O. BOX 4750 DAR ES SALAM,

(hereinafter called "the Occupier") has entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as ~~joint-tenants/tenants-in-common-in-equal-shares~~ for a term of ninety nine years from the First day of July

One thousand nine hundred and eighty six according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder 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, 19 1986, shall thereafter pay rent of Shillings Five thousand three hundred and seventy five (Shs. 5,375/=) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1996, 2006, 2016, 2026, 2036, 2046, 2056, 2066 and 2076 or within three years thereafter in each case.

- 2. The Occupier shall:-
 - (i) Erect 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 Dar es Salaam City Council
 - (ii) By the thirtieth day of December 1989 (hereinafter called "the Authority"); submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1989;
 - (v) At all times during the term after the thirtieth day of June 1989, 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");

(vi) 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 hereinafter provided;

(vii) Be responsible for the protection of all fences on the land throughout the term of the Right. Missing fences will have to be re-established at any time at the expense of the Occupier as required by the Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such buildings will satisfy the Occupier's obligations under the conditions of the Right and shall imply waiver of notification of any condition in due time.

3.—(i) The Occupier shall not subdivide the land or erect, rebuild or otherwise dispose or deal with the whole or any part of it or of any building on it, without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

to a simple sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

to a sub-letting of the whole of the land or of the whole of any part of any building or where, the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or their employees agents contractors or members of household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge entered into before compliance with condition 2(iv)) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on 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 or cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, 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.

6. The land and the buildings to be erected thereon 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, 1963. -----

7. The President may revoke the Right for good cause and in public interest.

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DAR ES SALAAM CITY

TEGETA
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 256 - 260
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This plan is submitted to the Government of Dar es Salaam for approval.

28046
 3432
 [Signature]

SCHEDULE

ALL that parcel of land known as Plot No. 256 - 260 Block 'D' Tegeta Area Dar es Salaam City contains One point zero six (1.06) Hectares square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 22804 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

Indangany
COMMISSIONER FOR LANDS

G.P. Form

The within-named CREDIT BUSINESS CONSULTANT INTERNATIONAL LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said CREDIT BUSINESS CONSULTANT INTERNATIONAL LIMITED and DELIVERED in the presence of us this 2nd day of May 1999.

Signature: *[Signature]*

Postal Address: P.O. 4752

Qualification: *Director*

Signature: *[Signature]*

Postal Address: P.O. 4752

Qualification: *Director*

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no: 97752
Date of registration 16.4.05 time 1:00 Pm
to BOSKO NDIMBO KIMELA OF
P.O. Box 2939, DAR ES SALAAM.
(Consideration Tsh. 9,860,000)

[Signature]

Senior Assistant Registrar of Lands

Datus Motalenwa Noveth
Associate Solicitor, Finance & Commissioner
for Dar es Salaam
Date: 13/06/2005



Certificate of Title

Number 186172/114

 **Notary Public**
Certificate as True Copy of the Original
Darius Muthemwa Novath
Advocate, Notary Public & Commissioner
for Oaths
Date: 13/06/2025

This Certificate of Title is a valuable document and should be kept in a safe place. It need not be submitted to a court again. It need be produced with any application for the registration of any disposition or transmission of the land.

Any person intending to acquire any estate or interest in the land should search the land registry or require an official search to satisfy himself that no caveat, transmission, order or notice affecting the land has been entered in the land register since this Certificate of Title was issued.

The description of the land appearing in this Certificate of Title is not, nor is the name and being given in the land registry, conclusive as to the boundaries or area of the land but indicates the general boundaries only.

REGISTRATION No. 186172/114
September, 1977

Selima
Registrar of Titles



Selima
Chief Clerk Officer

28014
40740

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 3 of the Land Ordinance)

The 2nd day of May One thousand nine hundred and ~~seventy~~-five

Title No. 186172/114

THIS IS TO CERTIFY that SELENE BAMBAMANI MWINDE of P.O. BOX 2609, DAVU LA SELAMA

(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") ~~in accordance with the provisions of the Land Ordinance~~ for a term of ninety-nine years from the first day of

April One thousand nine hundred and seventy-four

according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder 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 1977 shall hereafter pay rent of Shillings one hundred and ninety (100/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1984, 1994, 2004, 2014, 2024, 2034, 2044, 2054, and 2064 or within three years thereafter in each case.

2. The Occupier shall:-

- (i) Erect 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 Davu La Selama Regional Development Council (hereinafter called "the Authority");
- (ii) By the thirtieth day of September 1977 submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevation and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirty-first day of March 1977;
- (v) At all times during the term after the thirty-first day of March 1977 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")

1. NGANYIKA STAMP DUTY ACT, 1972
Under Section 23, I certify that the proper duty of Shs. 20/- and penalty Shs. 10/- have been paid by Selima R. Mwinde G.R.F. No. 261285 + 206729 2-5-75 + 15-9-75
No. 9-1475
Selima
Stamp Duty Officer

Stamp Duty Shs. 20/- + 10/-
an Original Receipt No. 261285 + 206729
of 2-5-75 and 15-9-75
Selima
Registrar of Titles

Darius Mutemwa Novath
Assistant Secretary
Public & Community
Relations
Ministry of Lands, Housing & Survey
Date: 13/06/2025

the Chairman of the Commission as advised by that Commission and the Survey and Mapping

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligations under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3. (a) The Occupier shall not undertake the land or rights subject to aforesaid disposal or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(a) has been complied with by the Occupier, the consent of the Commissioner shall not be necessary

to a single sub-letting of the whole of the land where the sub-lease contains covenants sufficient to ensure compliance with the conditions of the Right.

to a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains covenants sufficient to ensure compliance with the conditions of the Right.

(b) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his employee, agent, contractor or members of the household shall be deemed a dealing with the land or buildings.

4. Except as heretofore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(a). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 3(a) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. 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 same upon which the land fronts, abuts or adjoins, whether such demand is made before doing or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

6.

Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for residential purposes only. Use Group, 1A' Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

7. The President may revoke the Right for good cause and in public interest.

SCHEDULE

All that land known as Plot No. 976 (P.O.S.), and as shown on the accompanying plan illustrated and slightly more (8,001)...

plans and shown for identification only edged on the plan attached to the Certificate and defined on the registered survey plan numbered 7457 deposited in the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

[Handwritten signature]

MINISTER OF LANDS
AND
COMMISSIONER FOR LANDS

WITNESSES

I the within-named ~~SIGNATURE~~ *Rahabanti Rahimo* hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ~~SIGNATURE~~ *Rahabanti Rahimo* who is known to me personally/identified to me by

[Handwritten signature]

~~the latter being known to me personally in my presence~~
this 19th day of March,

1975.

Signature:.....*[Handwritten signature]*

Postal Address: P.O. Box 9220

DAR ES SALAAM

Qualification:.....LAND OFFICER

NOTE

In this document every reference to "Commissioner for Lands" and "Commissioner for Surveys and Mapping" should be read and construed as a reference to the "Director of Land Development Services" and "Director of Surveys and Mapping" respectively.



UPANGA
PARIS-SALAAM
C.A.P. 1:2500

This site prepared in accordance with the provisions of the 1973
Act approved for the purposes of the *Land Development Act, 1973*
by the Council of Ministers and approved by the President of the Philippines
on 20/01/1974
Survey and Mapping Division, Department of Lands, Housing and Urban Development



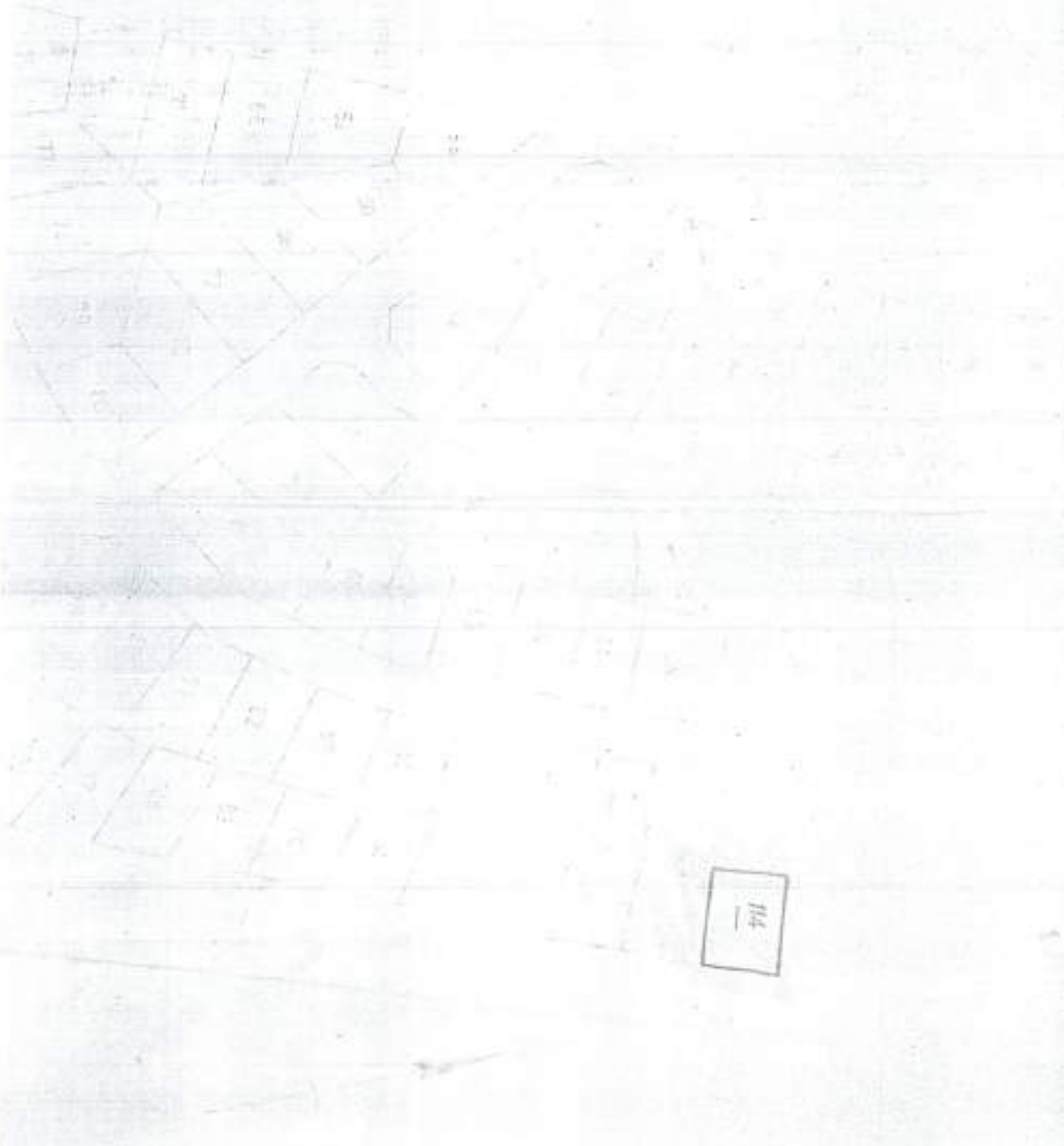
ed by M.G. Butts
1972

SCALE 1:250

YANINA
LAND RECONSTRUCTION
BY WILLIAM
D.A. 55

FLD. 188172
EDITION 2

114



OFFICE OF THE TILL

PART I. GENERAL INFORMATION OF THE TILL

Name: E. L. S. S.
 Address: 1000 Spruce Street,
1234 5th Street, N.W.,
Washington, D.C.
 Telephone: 555-1234, 1234
 Fax: 555-1234
 Date: 10/10/2023

The purpose of this report is to provide a detailed description of the 1000 Spruce Street property, including its location, size, and other relevant information. The information provided herein is for informational purposes only and does not constitute a guarantee or warranty of any kind.

TITLE: 1000 Spruce Street
 REPORT OF: 1000 Spruce Street
 REPORT OF: 1000 Spruce Street

PART II. DESCRIPTION

Year of Acquisition	Area and Special Features of Property	Dimensions of Property (Feet)	Area (Square Feet)	Use of Property	Other Information	Notes
1995	1000 Spruce Street, including 1000 sq. ft. of area.	100' x 100'	10,000	Residential	1000 Spruce Street	1000 Spruce Street

PART III. PERFORMANCE

Year	Performance	Notes
2023	1000 Spruce Street	1000 Spruce Street

114

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 186172/114

Land Office Number: 20054

Land: Plot No. 576 (Range, Sec 40, T14N, R10W).

Term: Ninety-nine years.

OFFICE OF THE
COMMISSIONER OF THE LAND OFFICE

STATE OF MICHIGAN

1. I, J. J. ...
 of the County of ... State of Michigan,
 do hereby certify that the within and foregoing is a true and correct copy of the ...
 as the same appears from the records of the ...
 in my office on this ... day of ... 19...
 J. J. ...
 Commissioner of the Land Office

PART B. ASSUMPTION		PART C. POSSESSION	
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50	...	50	...

Telephone No.

Teletype No.

In reply please quote

16th SEPT 1975

Ref. No. L.R./S/1054/72/104/9

REGISTERED POST

MR. SEHEMANI RAMADHANI MACHIMBO

P.O. Box 2669

D.A. - ES - SALAMA

Sir/Messieurs,

RE: THE LAND REGISTRATION ORDINANCE (CAP. 148)

Title No. J.S. 172/14. Land Office No. 29054

I have the honour to enclose herewith duplicate of the Certificate of Title numbered as above.

Please endorse your signature on the enclosed form of receipt and return the same to me in due course.

I am, Sir/Messieurs,
Your obedient servant,

Sahina
FOR REGISTRAR OF TITLES

Director

Copy to: The Commissioner for Lands,

D.A. ES SALAMA.

Your letter No.

Dated Refers.

17-678/NB.

R/ 15/9/75

TANZANIA

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue;

Title Number: 186172/114

Land Office Number: 29054

Land: Plot No. 576 Ispanga, Dar es Salaam City.

Term: Ninety-nine years.


Certified as True Copy of the Original
Darius Mutisemwa Novath
Assistant, Ministry of Lands & Urban Development
Dar es Salaam
Date: 13/06/2015

DISCHARGE OF MORTGAGE

TITLE NO. 106172/114

TANGANYIKA HOUSING BANK a body corporate established
by and under the provisions of the Tanganyika Housing Bank Act,
1961 (hereinafter called "the Bank") being the owner of the
Mortgage registered as Filled Document No. 56514.....
HEREBY DISCHARGE the said Mortgage.

SEALD with the Common Seal of the)
said TANGANYIKA HOUSING BANK and)
WITNESSED in the presence of us)
ONE day of 1960..)

Signature: _____

Postal Address: Box 1723

Qualification: Deputy Secretary

Signature: _____

Postal Address: Box 1723

Qualification: General Manager

DATE: _____ DAY: _____

THE LAND REGISTRATION ORDINANCE (CAP. 334)

DISCHARGE OF MORTGAGE

TITLE NO. 106172/114

BY

TANZANIA HOUSING BANK

THE TANZANIA LEGAL CORPORATION
BANK HOUSE
INDEPENDENCE AVENUE
P.O. BOX 2703
DAR ES SALAAM.

TLC/PADCT/ETT

CERTIFICATE OF OCCUPANCY

THE LAND ACT, Cap 113
(Under Section 29)

Title Number: 24486

Date of Registration: 31-Jan-2024 [10:00]

Handwritten signature

REGISTRAR OF TITLES

(09-Oct-2024)

Registered under section 35 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that MULTI CABLE LIMITED of P.O. BOX 10380, Kinondoni, Dar es Salaam (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of ninety nine (99) years from the first day of July one thousand nine hundred and seventy 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 thereof amendments thereof and to special conditions.

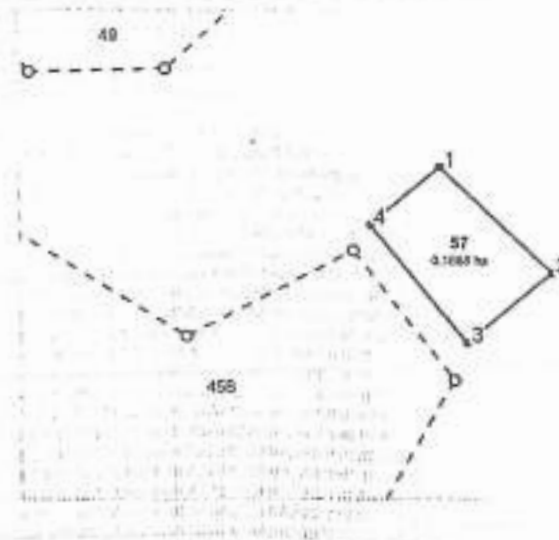
II. DESCRIPTION OF THE PROPERTY

District: Kinondoni
Location: KUNDUCHI BEACH
Block: -
Plot No.: 57
Area: 1,668.00 Square Metres
Reg. Plan No.: 18315

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 37S

	X	Y
1	523642.81	9264217.01
2	523679.90	9264181.95
3	523651.15	9264158.97
4	523619.54	9264198.26

**III. CONDITIONS OF THE RIGHT**

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for Residential purposes only. Use Group(s) and Use Class(es) A (a), (c); as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. Any other conditions prescribed under the Land Act and any other written law or regulations.

IV. DISCLAIMER

The contents of this Certificate of Occupancy do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.

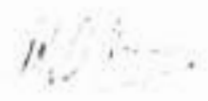
GIVEN under my hand and my official seal the day and year first above written

*Handwritten signature of Commissioner for Lands*COMMISSIONER FOR LANDS
(01-Nov-2024)

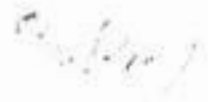
Digitally signed by Datus Mutelemwa Novath, Administrator of the Registrar of Titles, Date: 2024.01.31 10:00:00 +0500

13/05/2025





MULTICABLE LIMITED
MURTAZA ZAKIRHUSSEIN ALIBHAI
(01-Nov-2024)



SHABIR ZAKIRHUSSEIN ALIBHAI
(01-Nov-2024)

UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: "TANOST"

Telephone: 221241-6
In reply please quote:



LANDS REGISTRY,
P.O. Box 1191,
DAR ES SALAAM.

Ref. No. RO/SP/TA/129/2024

..... 2024


RE: REGISTRATION OF DOCUMENTS ACT (117)

JOINT VENTURE AGREEMENT

I refer to the documents presented for registration on the 1st-11-2024 titled JOINT VENTURE AGREEMENT
I return herewith the originals of the above mentioned documents registration having been
effected under Folio V-298652 and serials 22054/2024
Please acknowledge receipt of the enclosures hereto.

ENCLOSURES 2/2024

I am,
Sir/Madam/Gentleman,
Your Obedient Servant.


Asst. Registrar of Titles

To: HASSI SELEMANI MAHMOOD
KALIMA ABUSALAM MAHMOOD
SHABANI SHEHABU MAHMOOD
MARIAM MOZA MKAHAMA


Certified as true Copy of the Original
Dattus Mitaltemwa Nuvath
Assistant Secretary for Lands & Communities
Signature: 
Date: 12/05/2025

JOINT VENTURE AGREEMENT
ON PLOTS NO.676
MAZENGO STREET
DAR ES SALAAM CITY

BETWEEN

HAJI SELEMANI MAHIMBO
KULWA ABUBAKARI MAHIMBO
SHABANI SHEMASHU MAHIMBO
MARIAM MOZA MKANGARA

AND

MULTI CABLE LIMITED

 Certified as True Copy of the original
Dobus Mutalimwa Nozath
Advocate, Notary Public & Commissioner
for Oaths
Signatures
Date: 13/06/2025

UJUMBUWA WA KAZI WA KATIWA WA KATIWA WA KATIWA

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File

JOINT VENTURE AGREEMENT OF PLOTS NO. 676
MAZENGO STREET, CT NO 186172/114
DAR ES SALAAM CITY

THIS AGREEMENT is made on the day of 2024

BETWEEN

HAJI SELEMANI MAHIMBO, KULWA ABUBAKARI MAHIMBO, SHABANI SHEMASHU MAHIMBO and MARIAM MOZA MKANGALA a resident of P. O. Box. 2337, Dar es Salaam, Tanzania, (hereinafter referred to as "the Owners" which) of the one part.

AND

MULTI CABLE LIMITED by P. O. Box No 10380, Dar es Salaam Tanzania (hereinafter referred to as "the Developer" which expression shall include where the context so admits its representatives and successors) of the other part.

WHEREAS:

- A. The Owners is the registered owner of all that piece or parcel of land known as Plots No. 676 Mazengo Street, Dar es Salaam city and registered under Title No. 186172/114 (hereinafter called "The Plot").
- B. The Owners is desirous of developing the said plot in accordance with the land use plan contained in the title deed.
- C. The Developer is desirous to develop the said plot, and as consideration for that own jointly the property with the Owners, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS HEREUNDER:-

ARTICLE I

1.1 DEFINITIONS AND INTERPRETATIONS

In this Agreement unless the context otherwise requires the following meanings shall apply:

- a) "Owners means : HAJI SELEMANI MAHIMBO share 25%
KULWA ABUBAKARI MAHIMBO share 25%
SHABANI SHEMASHU MAHIMBO share 25%
MARIAM MOZA MKANGARA share 25%
- b) "Developer" means: MULTI CABLE LIMITED
And/or its' nominees
- c) "Parties" means (a) and (b) hereinabove



d) "Project" means the twenty two (22) apartments, two duplexes (2) and two penthouses (2) as per the agreed drawings and handover Eight (8) apartments to the owners and the other fourteen (14) apartments, two duplexes (2) and two penthouses (2) shall belong to the developer.

e) "Venture" means ownership of the land and Project

11 Any reference to Owner and the Developer shall include their respective successors, transferees and assigns.

12 Words importing any gender shall include every other gender.

13 Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.

ARTICLE II

2.0 SCOPE OF THE AGREEMENT

2.1 That, the Developer shall construct on the Plot, 22 apartments, 2 duplexes and 2 penthouses as per the agreed drawings and handover Eight (8) apartments to the owner and the other fourteen (14) apartments, two duplexes (2) and two penthouses (2) shall belong to the developer.

2.2 That, the owner shall get eight (8) apartments from floor no 2,3,4 and 5 on that plot and remaining fourteen (14) apartments from floor no 6,7,8,9,10,11, two (2) duplexes on floor no. 12 and 13 and two (2) penthouses on floor no 14 and 15 shall belong to the developer.

DURATION

2.3 The Project shall be undertaken for a period of 36 months from the date of issuance to the Developer of the Building Permits provided for in this Agreement.

2.4 It is further provided that after the signing of this Agreement the Developer shall work on the final Architectural Drawings, Environmental Social Impact Assessment, Building Permits and all other permits necessary for the takeoff of the Project.

2.5 That, it is estimated that all the activities necessary for the takeoff of the Project shall take approximately twelve (12) months from the date of the signing of this Agreement by the parties hereto.

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ARTICLE III

3.0 VESTING OF THE PROPERTY:

- 3.1 The Project shall vest in the Parties hereto as shall be shown in the title deed and the parties' interest in the Project is in the ratio of their respective share referred to hereunder.
- 3.2 The parties' ratio of interests in the Project shall be as follows:
- a) The Owners, his heir and or successor in title shall be allocated and hold 8 apartments and the Developer and/or its nominees shall be allocated and hold 14 apartments, 2 duplexes and 2 penthouses.

ARTICLE IV

4.0 TRANSFER OF RIGHT OF OCCUPANCY

4.1 The Owners shall execute a transfer of the title deed transferring 70% share of the right of occupancy of the Plot in the name of MULTI CABLE LIMITED and with remaining 26% share to the owner from Title No. 186172/114.

4.2 The Owners shall make sure that on the date of signing this deed, the Plot shall be free from any encumbrances or restrictions other than those conditions ordinarily contained in the certificate of Title. The execution of the transfer as per clause 4.1 shall commence upon signing of this JVA.

4.3 That, pursuant to the MOU signed by the parties prior to these presents, the owners shall pay Capital Gains Tax during the transfer process, the cost of registration, stamp duty and all other payments related for transfer process shall be paid by the developer.

4.4 That, further pursuant to the agreement between the parties MOU signed by the parties prior to these presents, the owners agrees that, the rent for two (2) apartments among the eight (8) apartments owned after completion of project, will be paid to the developer for the purpose of refunding the amount (CAPITAL GAINS TAX) that the developer will be paying on their behalf during the transfer process pursuant to clause 4.3 herein above.

4.5 That it is agreed between the parties that, Memorandum of understanding that was signed on _____ by both parties shall be adopted to form part and parcel of this Joint venture Agreement (JVA).

4.6 The owners shall deliver the title deed to the Developer for the purpose of inspection before signing this agreement. Upon signing this agreement, the owner shall handover the original title deed to the developer and retain with a copy of it. The Title shall not be used in any way to secure funds for the project by either party. After transfer of plot, the unit titles applications shall be processed for each apartment once the development is completed.

Ch

[Signature]

ARTICLE V

5.0 MAIN FEATURES OF THE AGREEMENT

- 5.1 The main features of the envisaged Joint Venture Agreement shall among others include the following activities:-
- a) Delivery of vacant possession of Plot to the Investor within the specified time frame.
 - b) Registration of the Developer 74% shares in respect of the Plot no 676 Title No. 180172/114 and remaining 26% to the owner.
 - c) Preparations of Architectural drawings and designs;
 - d) Appointing of Consultancy Team and Contractors;
 - e) Obtaining of Building Permit
 - f) Construction of the Project as per the drawings with necessary variations as advised by professionals.
 - g) The Developer shall submit and obtain the Building Permit.
 - h) During the period of construction, no party shall assign nor pledge their respective shares without the written consent of the other party.

ARTICLE VI

6.0 FUNDING OF THE VENTURE PROJECT

- 6.1 It is HEREBY EXPRESSLY AGREED that the Developer shall undertake the financing of all the activities.
- 6.2 The Owner's contribution towards the envisaged Project shall be the value of the said Plot.
- 6.4 The Developer commits to the availability and access to the resource necessary to undertake the Project.

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ARTICLE VII

7.0 DELAYS

- 7.1 If without reasonable cause, construction work on the Project shall not commence within the agreed period of one year from the date of obtaining the Building Permit/Planning Permission (including change of use in the title), then the Agreement shall be taken to have been frustrated and determined. The developer shall immediately upon the lapse of the said tenure, at his own costs re-transfer the ownership in the said Property back to the Owner.
- 7.2 The Owner shall deliver vacant possession of the Plots, to the developer on 2024, upon payment of necessary costs for that purpose.

ARTICLE VIII

8.0 APPOINTMENT OF CONSULTANCY TEAM AND CONTRACTORS

- 8.1 The Developer shall manage and be solely responsible for the appointment of a Project Consultancy Team and Contractors.
- 8.2 The Developer shall manage and ensure that all necessary approvals mentioned above from various authorities have been obtained before commencement of the Project. (Developer) and shall provide sufficient supervision and inspection of the construction works to ensure due and proper performance of the Project.
- 8.3 Commencement of the Project shall be after the procurement of documents from relevant authorities approving the construction of the Project including:
- 8.4 The Owner shall pro-actively cooperate with the Developer especially in securing Building Permit and dealing with other governmental institutions for smooth implementation and completion of the Project.

ARTICLE IX

9.0 GENERAL PROVISION:

- 9.1 The parties agree that upon completion of the Project, the Parties shall continue to manage the same on commercial basis, in accordance with the provisions of the Titles Unit Act Cap No. 16 of 2008 of the laws of Tanzania

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Handwritten signature

9.2 The division of the apartments between the OWNERS and the DEVELOPER in the proposed Project shall be as follows:

The apartments shall be as follows:

1. THE DEVELOPER - 18 Apartments, 2 duplexes and 2 penthouses.
2. THE OWNERS - 8 Apartments with the following standard, fixtures and fittings; final coat of white wash and wear paint, complete and full installation of electrical and plumbing fittings, kitchen cabinets (without appliances), tiles and aluminium and gypsum ceiling (as per the architect and drawings), hardwood doors and frames with locks and air conditioners.

ARTICLE X

10.0 DEFAULT

- 10.1 A party shall be a defaulting party in terms of this Agreement if payment of any part of the monies due by that party in terms of this Agreement shall not be made when due and payable and such default shall continue un-redeemed for a period of thirty (30) days after the due date.
- 10.2 A party shall also be a defaulting party in terms of this Agreement if the said party shall default in the due observance or performance of any covenant, condition or provision contained in this Agreement other than the payment of money and such default shall continue for more than sixty (60) days after written notice from the other party specifying the default and demanding the same to be remedied.
- 10.3 Any such default if not remedied within the provided period, may be referred to the Court upon terms and conditions as hereinafter provided in Article XVI.

ARTICLE XI

11.0 NOTICES

- 11.1 All notices, notifications, requests demands approvals, Agreements or other communication to or by the respective parties shall be in writing and shall be deemed to be duly given or made:
 - a) In the case of delivery in person when delivered and so evidenced by acknowledgment of recipient;

- b) In the case of prepaid registered post, on the twenty first (21) business day after the date of posting to the party to which such communication is required to be given under this Agreement addressed to its address as shown in this Agreement or at such other address as the relevant addressee may specify for such parties.

ARTICLE XII

12.0 ASSIGNMENT

- 12.1 The parties shall not assign or purport to assign any of its right, title, interest or obligations under this Agreement during the period of construction of the Project without the prior consent from the other party.
- 12.2 The assignee shall take subject to the right of the other party.

ARTICLE XIII

13.0 WAIVER

- 13.1 No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default by any other party under this Agreement shall impair any such right, power or remedy nor shall it be construed to be a waiver of any such breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default.
- 13.2 Any waiver, agreement, consent or approval of any kind or character on the part of any breach or default by any other party or any waiver on the part of any party of provisions or condition of this Agreement must be in writing and shall be effective only to the extent that it is in writing.

ARTICLE XVI

14.0 SEVERABILITY OF PROVISIONS

- 14.1 Should one or more of the provisions of this Agreement prove to be invalid and/or unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement. In case of such invalidity and/or unenforceability the parties to this Agreement shall replace such invalid and/or unenforceable provisions.

ARTICLE XV

15.0 AMENDMENTS AND ALTERATIONS

- 15.1 All or any of the provision of this Agreements may be amended, altered, added to or replaced by the parties by mutual agreement and in writing

ARTICLE XVI

16.0 TERMINATION OF THE AGREEMENT

- 16.1 This Agreement shall be terminated in any or all of the following circumstances:

- a) In the event that without any reasonable cause construction works shall not commence within the stipulated time or in consequence of force majeure
- b) In the event of such occurrence the party concerned shall immediately inform the other party in writing and necessary steps to minimize the loss shall be taken.
- c) In the event that one party makes a false presentation to the other.
- d) For avoidance of doubt in this Agreement "force majeure" shall mean any event beyond the control of either party that shall prevent or delay the performance of the Agreement and these shall include:-
 - I. An act of God;
 - II. War or hostility whether declared or not;
 - III. Civil commotion or riot.
 - IV. Strikes, lockouts or other industrial actions (other than among the parties, own employees);
 - V. Earthquakes, floods, fire or other natural disasters;
 - VI. Any government order prohibiting performance of this Agreement.

ARTICLE XVII

17.0 GOVERNING LAW

- 17.1 This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the United Republic of Tanzania.

ARTICLE XVIII

18.0 DISPUTES SETTLEMENT:

- 18.1 All disputes and controversies arising out of or relating to the performance of this Agreement that cannot be settled by the mutual agreement may be referred to any court of competent jurisdiction in the United Republic of Tanzania.

ARTICLE XIX

19.0 FINALITY OF THE AGREEMENT

- 19.1 This Agreement is the sole agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, understanding, written or oral or any Memorandum of Agreement signed by the parties. Except as expressly provided in this Agreement, there are no representations, warranties, conditions other agreements or acknowledgments, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor does either of the parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgement not expressly made in this Agreement.

IN WITNESS WHEREOF the parties have set their respective hands on the day first above-mentioned.

SIGNED and DELIVERED by the said HAJI SELEMANI MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Haji Selemani Mahimbo
HAJI SELEMANI MAHIMBO



SIGNED and DELIVERED by the said KULWA ABU BAKARI MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Kulwa Abu Bakari Mahimbo
KULWA ABU BAKARI MAHIMBO



SIGNED and DELIVERED by the said SHABANI SHEMASHU MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Shabani Shemashu Mahimbo
SHABANI SHEMASHU MAHIMBO



SIGNED and DELIVERED by the said MARIAM MOZA MKANGARA who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Mariam Moza Mkangara
MARIAM MOZA MKANGARA



BEFORE ME

SIGNATURE: *[Signature]*

Postal Address: *P.O. Box 590, Mwanza*

Qualification: COMMISSIONER FOR OATHS



Certified as True Copy of the Original
Datus Mutelemwa Novath
Mwanza, Mwanza District & Commissioner
Date: *13/06/2025*

[Handwritten mark]

SEALED with the COMMON SEAL of the
said MULTI CABLE LIMITED and delivered
to us in our presence this day of
..... 2024

.....
MULTI CABLE LIMITED



Name: Shabir Z. Alkhatib

Shabir

Postal Address: 10380

Qualification: DIRECTOR

Name: Murtaza Z. Alkhatib

Murtaza

Postal Address: 10380

Qualification: DIRECTOR

BEFORE ME

SIGNATURE: *[Signature]*

Postal Address: P.O. Box 576, Waco, TX

Qualification: COMMISSIONER FOR OATHS



[Signature]

UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: "LANDS"
Telephone: 121241-9
In reply please quote:



LAND REGISTRY,
P.O. Box 1191,
DAR ES SALAAM.

Ref. No. RO/OP/24/69/350

..... 2024

RE: REGISTRATION OF DOCUMENTS ACT (117)
JOINT VENTURE AGREEMENT

I refer to the documents presented for registration on the 14/11-2024 at 11:00
I return herewith the original of the above mentioned documents registration having been
effected under Folio/s V-298652 and serial/s 32054/2024
Please acknowledge receipt of the enclosures hereto.

ENCLOSURES 2 COPIES

To: HESI SELISMANI MATHOABO
MWANA ABUSAFARI MATHOABO
SHABANI SHEGASHANI MATHOABO
MARIAMA MOZA MATHOABO

I am,
Sir/Madam/Gentlemen,
Your Obedient Servant,

Asst. Registrar of Titles

706/110 53

**JOINT VENTURE AGREEMENT
ON PLOTS NO.676
MAZENGO STREET
DAR ES SALAAM CITY**

BETWEEN

**HAJI SELEMANI MAHIMBO
KULWA ABUBAKARI MAHIMBO
SHABANI SHEMASHU MAHIMBO
MARIAM MOZA MKANGARA**

AND

MULTI CABLE LIMITED

**JOINT VENTURE AGREEMENT OF PLOTS NO. 676
MAZENGO STREET, CT NO 186172/114
DAR ES SALAAM CITY**

THIS AGREEMENT is made on the day of 2024

BETWEEN

HAJI SELEMANI MAHIMBO, KULWA ABUBAKARI MAHIMBO, SHABANI SHEMSHASHU MAHIMBO and MARIAM MOZA MKANGALA a resident of P. O. Box. 2337, Dar es Salaam, Tanzania, (hereinafter referred to as "the **Owners**" which) of the one part.

AND

MULTI CABLE LIMITED by P. O. Box No 10380, Dar es Salaam Tanzania (hereinafter referred to as "**the Developer**" which expression shall include where the context so admits its representatives and successors) of the other part.

WHEREAS:

- A The Owners is the registered owner of all that piece or parcel of land known as Plots No. 676 Mazengo Street, Dar es Salaam city and registered under Title No. 186172/114 (hereinafter called "The Plot");
- B The Owners is desirous of developing the said plot in accordance with the land use plan contained in the title deed.
- C The Developer is desirous to develop the said plot and as consideration for that own jointly the property with the Owners, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS HEREUNDER:-

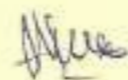
ARTICLE I

1.0 DEFINITIONS AND INTERPRETATIONS:

In this Agreement unless the context otherwise requires the following meanings shall apply:

- a) "Owners means : **HAJI SELEMANI MAHIMBO share 25%**
KULWA ABUBAKARI MAHIMBO share 25%
SHABANI SHEMSHASHU MAHIMBO share 25%
MARIAM MOZA MKANGARA share 25%
- b) "Developer" means: **MULTI CABLE LIMITED**
And/or its' nominees
- c) "Parties" means (a) and (b) hereinabove

Agreement bet. Haji Seleman Mahimbo/ Multi Cable Limited





- d) "Project" means the twenty two (22) apartments, two duplexes (2) and two penthouses (2) as per the agreed drawings and handover Eight (8) apartments to the owners and the other fourteen (14) apartments, two duplexes (2) and two penthouses (2) shall belong to the developer.
- e) "Venture" means ownership of the land and Project.
- 11 Any reference to Owner and the Developer shall include their respective successors, transferees and assigns.
- 12 Words importing any gender shall include every other gender.
- 13 Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.

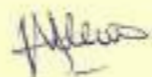
ARTICLE II

2.0 SCOPE OF THE AGREEMENT

- 2.1 That, the Developer shall construct on the Plot, 22 apartments , 2 duplexes and 2 penthouses as per the agreed drawings and handover Eight (8) apartments to the owner and the other fourteen (14) apartments, two duplexes (2) and two penthouses (2) shall belong to the developer.
- 2.2 That, the owner shall get eight (8) apartments from floor no 2,3,4 and 5 on that plot and remaining fourteen (14) apartments from floor no 6,7,8,9,10 ,11, two (2) duplexes on floor no. 12 and 13 and two (2) penthouses on floor no 14 and 15 shall belong to the developer.

DURATION

- 2.3 The Project shall be undertaken for a period of 36 months from the date of issuance to the Developer of the Building Permits provided for in this Agreement.
- 2.4 It is further provided that after the signing of this Agreement the Developer shall work on the final Architectural Drawings, Environmental Social Impact Assessment, Building Permits and all other permits necessary for the takeoff of the Project.
- 2.5 That, it is estimated that all the activities necessary for the takeoff of the Project shall take approximately twelve (12) months from the date of the signing of this Agreement by the parties hereto.



ARTICLE III

3.0 VESTING OF THE PROPERTY:

- 3.1 The Project shall vest in the Parties hereto as shall be shown in the title deed and the parties' interest in the Project is in the ratio of their respective share referred to hereunder.
- 3.2 The parties' ratio of interests in the Project shall be as follows:-
- a) The Owners, his heir and or successor in title shall be allocated and hold 8 apartments and the Developer and/or its nominees shall be allocated and hold 14 apartments, 2 duplexes and 2 penthouses.

ARTICLE IV

4.0 TRANSFER OF RIGHT OF OCCUPANCY

4.1 The Owners shall execute a transfer of the title deed transferring 74% share of the right of occupancy of the Plot in the name of **MULTI CABLE LIMITED** and with remaining 26% share to the owner from Title No. **186172/114**.

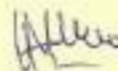
4.2 The Owners shall make sure that on the date of signing this deed, the Plot shall be free from any encumbrances or restrictions other than those conditions ordinarily contained in the certificate of Title. The execution of the transfer as per clause 4.1 shall commence upon signing of this JVA.

4.3 That, pursuant to the MOU signed by the parties prior to these presents, the owners shall pay Capital Gains Tax during the transfer process, the cost of registration, stamp duty and all other payments related for transfer process shall be paid by the developer.

4.4 That, further pursuant to the agreement between the parties MOU signed by the parties prior to these presents, the owners agrees that, the rent for two (2) apartments among the eight (8) apartments owned after completion of project, will be paid to the developer for the purpose of refunding the amount (CAPITAL GAINS TAX) that the developer will be paying on their behalf during the transfer process pursuant to clause 4.3 herein above.

4.5 That it is agreed between the parties that, Memorandum of understanding that was signed on _____ by both parties shall be adopted to form part and parcel of this Joint venture Agreement (JVA).

4.6 The owners shall deliver the title deed to the Developer for the purpose of inspection before signing this agreement. Upon signing this agreement, the owner shall handover the original title deed to the developer and remain with a copy of it. The Title shall not be used in any way to secure funds for the project by either party. After transfer of plot, the unit titles applications shall be processed for each apartment once the development is completed.



ARTICLE V

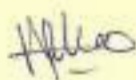
5.0 MAIN FEATURES OF THE AGREEMENT

- 5.1 The main features of the envisaged Joint Venture Agreement shall among others include the following activities:-
- a) Delivery of vacant possession of Plot to the Investor within the specified time frame.
 - b) Registration of the Developer 74% shares in respect of the Plot no 676 Title No. 186172/114 and remaining 26% to the owner. .
 - c) Preparations of Architectural drawings and designs;
 - d) Appointing of Consultancy Team and Contractors;
 - e) Obtaining of Building Permit
 - f) Construction of the Project as per the drawings with necessary variations as advised by professionals.
 - g) The Developer shall submit and obtain the Building Permit.
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- 6.1 It is HEREBY EXPRESSLY AGREED that the Developer shall undertake the Financing of all the activities.
- 6.3 The Owner's contribution towards the envisaged Project shall be the value of the said Plot.
- 6.4 The Developer commits to the availability and access to the resource necessary to undertake the Project.



ARTICLE VII

7.0 DELAYS

7.1 If without reasonable cause, construction work on the Project shall not commence within the agreed period of one year from the date of obtaining the Building Permit/Planning Permission (including change of use in the title), then the Agreement shall be taken to have been frustrated and determined. The developer shall immediately upon the lapse of the said tenure, at his own costs re-transfer the ownership in the said Property back to the Owner.

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8.1 The Developer shall manage and be solely responsible for the appointment of a Project Consultancy Team and Contractors.

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9.1 The parties agree that upon completion of the Project, the Parties shall continue to manage the same on commercial basis, in accordance with the provisions of the Titles Unit Act Cap No 16 of 2008 of the laws of Tanzania

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The apartments shall be as follow;

1. THE DEVELOPER -18 Apartments, 2 duplexes and 2 penthouses.
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ARTICLE X

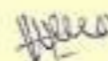
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ARTICLE XIII

13.0 WAIVER

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- 13.2 Any waiver, agreement, consent or approval of any kind or character on the part of any breach or default by any other party or any waiver on the part of any party of provisions or condition of this Agreement must be in writing and shall be effective only to the extent that it is in writing.

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ARTICLE XVI

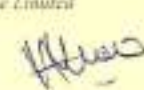
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ARTICLE XVIII

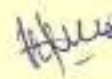
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IN WITNESS WHEREOF the parties have set their respective hands on the day first above-mentioned.

SIGNED and DELIVERED by the said HAJI SELEMANI MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Haji Selemani Mahimbo
HAJI SELEMANI MAHIMBO



SIGNED and DELIVERED by the said KULWA ABUBAKARI MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Kulwa Abubakari Mahimbo
KULWA ABUBAKARI MAHIMBO



SIGNED and DELIVERED by the said SHABANI SHEMSHASHU MAHIMBO who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Shabani Shemshashu Mahimbo
SHABANI SHEMSHASHU MAHIMBO



SIGNED and DELIVERED by the said MARIAM MOZA MKANGARA who is known to me personally/ identified to me by..... the latter known to me personally in my presence this.... day of 2024

Mariam Moza Mkangara
MARIAM MOZA MKANGARA



BEFORE ME

SIGNATURE: *[Signature]*

Postal Address: *P.O. Box 596, Maseru*

Qualification: COMMISSIONER FOR OATHS



[Handwritten mark]

SEALED with the COMMON SEAL of the)
said MULTI CABLE LIMITED and delivered)
to us in our presence this..... day of)
..... 2024)

.....
MULTI CABLE LIMITED



Name: Shahir-Z. Alibhai

Postal Address: 10380

Qualification: DIRECTOR

Shahir

Name: Murtaza-Z. Alibhai

Postal Address: 10380

Qualification: DIRECTOR

Murtaza

BEFORE ME

SIGNATURE: *Thomas M Njau*

Postal Address: P.O. Box 596, Moroni

Qualification: COMMISSIONER FOR OATHS



Murtaza

