

Consent Agreement

This Consent Agreement ("**Agreement**") 2nd July 2025

BETWEEN:

Mr. Vitus Joseph Mfugale

Bibi Titi Mohamed Street, P.O. Box 70270, Dar es Salaam.

(Hereinafter referred to as "Landowner")

AND

HAIDDY COMPANY LTD

Peacock Hotel Building, Bibi Titi Mohamed Street

P.O. Box 70270, Dar es salaam

Company Registration NO: 15377802.

(Hereinafter referred to as "Company")

WHEREAS:

1. The Landowner is the legal owner of the land Plot No. P59626, P59628 & P59631 located at Gungu Farm in Kigamboni District-Dar es salaam ("**the Property**") and is also a majority shareholder in the Company.

2. The Company wishes to utilize the Property for investment purposes, including but not limited to [specific activities, e.g., construction, development, agriculture, etc.], which aligns with the Landowner's interests as a shareholder.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. Grant of Permission

The Landowner hereby grants permission to the Company to enter upon the Property and utilize it for the aforementioned investment purposes.

2. Duration

This consent shall be effective from **July 2025** and shall continue until **July 2030** on renewal basis.

3. Compensation

The Company agrees to provide the Landowner with compensation in the amount as to be mutually agreed upon in writing when operations will commence. This compensation reflects the Landowner's dual role as both the landowner and a majority shareholder.

4. Indemnity

The Company agrees to indemnify and hold harmless the Landowner from any and all claims, damages, or liabilities arising from the Company's use of the Property.

5. Conflict of Interest

Both parties acknowledge that the Landowner's position as a majority shareholder may present a potential conflict of interest; however, the Landowner confirms that this consent is given with full knowledge and acceptance of this dual role.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Tanzania.


7. Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.



Mr. Vitus Mfugale

(Landowner)



For and On behalf Of:
HAIDDY COMPANY LTD

Title: Company Secretary

Date: 9/07/2025



Witnessed By:

Rabin M. Mafuru

Date: 14th July 2025







THE UNITED REPUBLIC OF TANZANIA
CERTIFICATE OF OCCUPANCY
 THE LAND ACT, Cap 113
 (Under Section 29)



Title Number: **DSMT1073807**

Date of Registration: **14-Feb-2025 [13:18]**

GISTRAR OF TITLES

14-Feb-2025)

Registered under section 27 of the Land Registration Act (Cap 334).

REGISTERED OCCUPIER AND TENURE

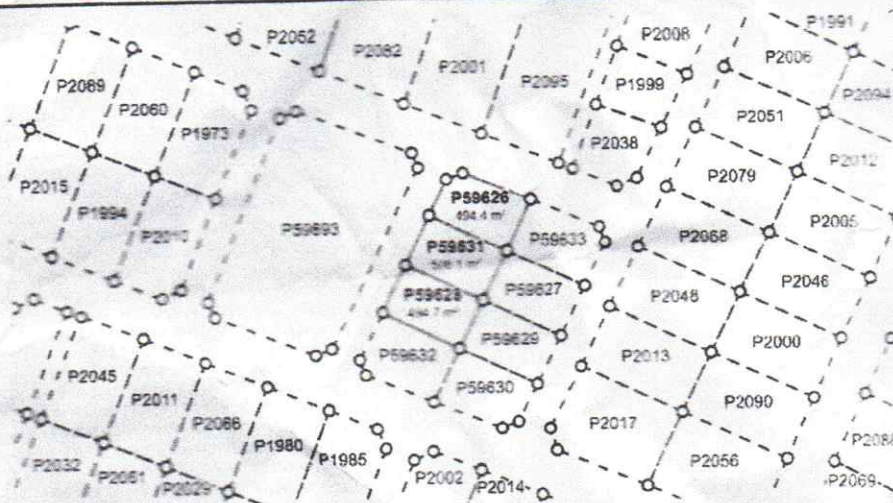
IT IS TO CERTIFY that **VITUS JOSEPH MFUGALE** of P.O. BOX 70270, Kigamboni, Dar es Salaam (hereinafter called "the occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **ninety nine (99)** years from the first day of **January two thousand and twenty five** 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 amendment in substitution thereof amendment thereof and to special conditions.

DESCRIPTION OF THE PROPERTY

District: Kigamboni
 Location: **DUNGU FARM**
 Block: -
 Plot No.: **P59626, P59628, P59631**
 Area: **1,495.21 Square Metres**
 Reg. Plan No.: **DSMS0037820**

Reference Points (Part of):
TAREF11 / UTM ZONE 37S

	X	Y
1	547045.48	9240359.51
2	547072.68	9240405.13
3	547095.02	9240396.10
4	547070.82	9240347.30



II. CONDITIONS OF THE RIGHT

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.
 The land is general land and shall be used for **Residential purposes only**. Use Group(s) and Use Class(es) **A (a)**; as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
 The President may revoke the Right for good cause or in public interest.
 Any other conditions prescribed under the Land Act and any other written law or regulations.

III. 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 themselves as to the existence of any encumbrances.

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

[Handwritten signature]

COMMISSIONER FOR LANDS
 14-Feb-2025)

OCCUPIER:

[Handwritten signature of Vitus Joseph Mfugale]

Certified as True Copy of the Original
Lusajo Watson Mwakasege
 Advocate, Notary Public & Commissioner
 for Dates
 Sign: *[Signature]*
 Date: *[Signature]*

VITUS JOSEPH MFUGALE
 (17-Feb-2025)

