

*MKATABA WA MAUZIANO YA
KIWANJA.*

ANGELINA KALENZI
MALAIKA ATTORNEYS

JAMHURI YA MUUNGANO WA TANZANIA

SHERIA YA MIKATABA

SURA YA 345 MAREJEO 2019,

MKATABA WA MAUZIANO YA KIWANJA

Mkataba huu unafanyika leo tarehe 02 Mwezi wa 06 Mwaka 2025.

KATI YA

AYOUB EZAT ABDULRAHMAN wa sanduku la Barua 165 KAHAMA-SHINYANGA/0679520088 (ambaye katika mkataba huu atajulikana kama "MUUZAJI") neno ambalo litajumuisha warithi na wawakilishi wake kwa upande mmoja.

NA

SAB GOLD LIMITED wa sanduku la Barua 5710, DAR-ES-SALAAM /0745366312 (ambaye katika mkataba huu atajulikana kama "MNUNUZI") neno ambalo litajumuisha warithi na wawakilishi wake kwa upande mwingine.

KWA VILE:

A. MUUZAJI ni mmiliki halali wa **KIWANJA NAMBA 942, KITALU "Q"** kilichopo **MTAA WA NYASUBI, KATA YA NYASUBI-KAHAMA MANISPAA** ambapo kiwanja hicho kimepimwa na kupewa namba tajwa hapo juu na kina hati miliki yenye kumbukumbu namba **C.T. 37605 LR Mwanza, LD/KDC/13993 ya tarehe 25/04/2012.** **MUUZAJI** ameridhia kuuza **KIWANJA** hicho na **MNUNUZI** pia ameridhia kununua kiwanja hicho na si vinginevyo.

B. MUUZAJI amemuhakikishia **MNUNUZI** kuwa kiwanja hicho ni mali yake halali na kwamba hakihusiani na mtu mwingine yeyote na wala hakijawahi kuuzwa, kutolewa zawadi au kuwekwa rehani kwa mtu au taasisi yoyote ile na hivyo kiko huru kuuzwa na si vinginevyo.

BASI MKATABA HUU UNASHUHUDIA YAFUATAYO:

- 1. KWAMBA KIWANJA** hicho kimeuzwa kwa thamani ya shilingi milioni hamsini tu [Tshs 50,000,000/=] ambapo kiasi hiki cha fedha kimelepwa chote leo tarehe 02/06/2025 na **MNUNUZI** na kupokelewa na **MUUZAJI** na si vinginevyo. Hivyo mkataba huu unashuhudia kutolewa kwa kiasi hicho chote cha tshs. 50,000,000/= na **Mnunuzi** na kupokelewa na **Muuzaji** na si vinginevyo.
- 2. KWAMBA** Baada ya **Muuzaji** kukabidhi mali iliyouzwa yaani kiwanja tajwa, hataingilia kwa namna yoyote miliki na matumizi ya **MNUNUZI** kuhusiana na kiwanja hicho na **MNUNUZI** atawajibika kupeleka Mkataba huu wa **Mauziano** kwenye mamlaka husika kwa ajili ya ufatiliaji wa hati miliki ya kiwanja tajwa na si vinginevyo.
- 3. KWAMBA** endapo kutatokea mgogoro wowote kutokana na **Muuzaji** kutokusema ukweli kuhusiana na umiliki wa kiwanja hicho basi **Muuzaji** atawajibika kushughulikia mgogoro huo kwa gharama zake hadi kufika mwisho ikiwa ni pamoja na urejeshaji wa fedha zote zilizolipwa kwa ajili ya **Manunuzi** ya kiwanja tajwa ikiwa kutakuwa na ulazima wa kufanya hivyo na si vinginevyo.

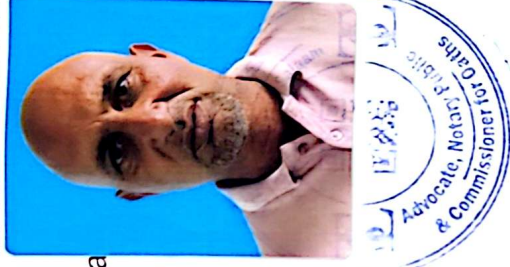


4. **KWAMBA** pande zote zinakubaliana kuwa endapo mgogoro hautafikia suluhu na kushindwa kutekezwa kwa **Aya ya 3** hapo juu basi hatua za kisheria ziweze kuchukuliwa.
5. **KWAMBA** makubaliano ya Mkataba huu ni ya kudumu na yatawabana ndugu, jamaa na hata wawakilishi wa pande zote mbili, na pande zote mbili zinakubaliana kutii masharti ya Mkataba huu.

6. **KWAMBA** mkataba huu utasomwa na kutafasiriwa kwa sheria za mikataba za Jamhuri ya Muungano wa Tanzania na sheria nyingine yeyote itakayokuwa inatumika kwa wakati huo.

Uthibitisho: Kwa kuthibitisha hayo hapo juu pande zote mbili zimeridhika zimekubaliana kuweka saini zao wakiwa na akili timamu bila kushurutishwa/kushawishiwa/kulazimishwa na Mtu yeyote yule Mbele ya Kamishna wa viapo na Mashahidi wao Leo hii tarehe **02 Mwezi 06 mwaka 2025**.

Mkataba huu umesainiwa hapa KAHAMA na
AYOUB EZAT ABDULRAHMAN ambaye
 namfahamu/ ametambulishwa
 kwangu na **FLIYA HUSEIN**
 Leo tarehe **02 Mwezi 06 mwaka 2025**.



.....
MUUZAJI

SHAHIDI WA MUUZAJI
 JINA: **FLIYA HUSEIN**
 SIMU: **0745366312**
 UHUSIANO: **JAMAA YANGU**

.....
SAINI

MBELE YANGU
 JINA: **ANGELINA KALENZI**
 SAINI
 TAREHE: **02/06/2025**
 CHEO: **KAMISHINA WA VIAPO/WAKHATI**



Mkataba huu umesainiwa hapa KAHAMA na
SAB GOLD LIMITED ambaye
 Namfahamu/ ametambulishwa kwangu na
leo tarehe **02 Mwezi 06 mwaka 2025**.

.....
MNUNUZI

SHAHIDI WA MNUNUZI
 JINA: **ABBAS HUSEIN BANDALI**
 SAINI
 SIMU NA: **0745366312**
 WADHIFA: **MKURUGENZI MTENDAJI**

SHAHIDI WA MNUNUZI
JINA: SUKAINA ABBAS BANDALI
SAINI: *Sukaina*
SIMU NA: 0745366312
WADHIFA: MKURUGENZI



Land Form 23A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue: 25-11-2012

Title Number: 37605 LR Mwanizi

Land Office Number: 389226

Land: PLOT NO. 942 BLOCK 'Q' HIGH DENSITY NYASUBI KAHAMA URBAN AREA

Term: THIRTY THREE YEARS

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Anwani ya Simu "ARDHI
Simu: 022 2121241- 9
Makao Makuu)



Ofisi ya Msajili wa Hati
Kanda ya Ziwa
S.L.P 1101
Mwanza

Simu 028 2502012 (Mwanza)

Unapojibu tafadhali taja:

Kumb. Na. LR/MZ/T/.....
37605/3

27/4/....., 2012

Ndugu: MADUKAYI MONGO
P.O. Box 661
KATAMBA

Ndugu,

Yah: SHERIA YA USAJILI WA ARDHI (SURA 334)
HATI NA. 37605... L.O. NA. 389226
KIWANJA NA. 942..... KITALU R. (M) MIBENZI
MWANZA NYUMBA.....

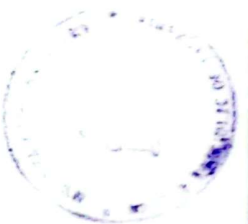
Hapa nafungasha hati yako ya kumiliki ardhi iliyotajwa hapo juu.
Tafadhali saina fomu Na. L.R. 53 iliyoambatanishwa na hati yako, pia
unaombwa usibadilishe chochote kile au kuifanyia lamination bila ridhaa ya
ofisi ya Msajili wa Hati.

Wako ndugu,
Mturajishi mtiifu,

Kny: **MSAJILI WA HATI**
MSAIDIZI MKUU
MWANZA

No. 37605

RECEIVED ON
4-2012
11:00 AM



M. Mwanza

Land Form No. 22

1000-

4630890

16-03-2012

M. Mwanza

print

THE UNITED REPUBLIC OF TANZANIA.

THE LAND ACT, 1999
NO. 4 OF 1999

CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No. 37605 L.R. Mwanza
L.O. No. 389226
L.D. No. LD/KDC/13993

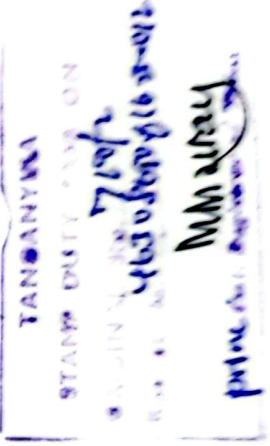
The 25th day of April, 2012

THIS IS TO CERTIFY that MADUHU MONGO of P.O. Box 661, Kahama (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 *thirty three* years from the first day of *January Two Thousand and Twelve* according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there-under and to any enactment in substitution therefore or amendments thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 2012 shall thereafter pay rent of shillings *fourteen thousand four hundred (14,400/=)* 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.



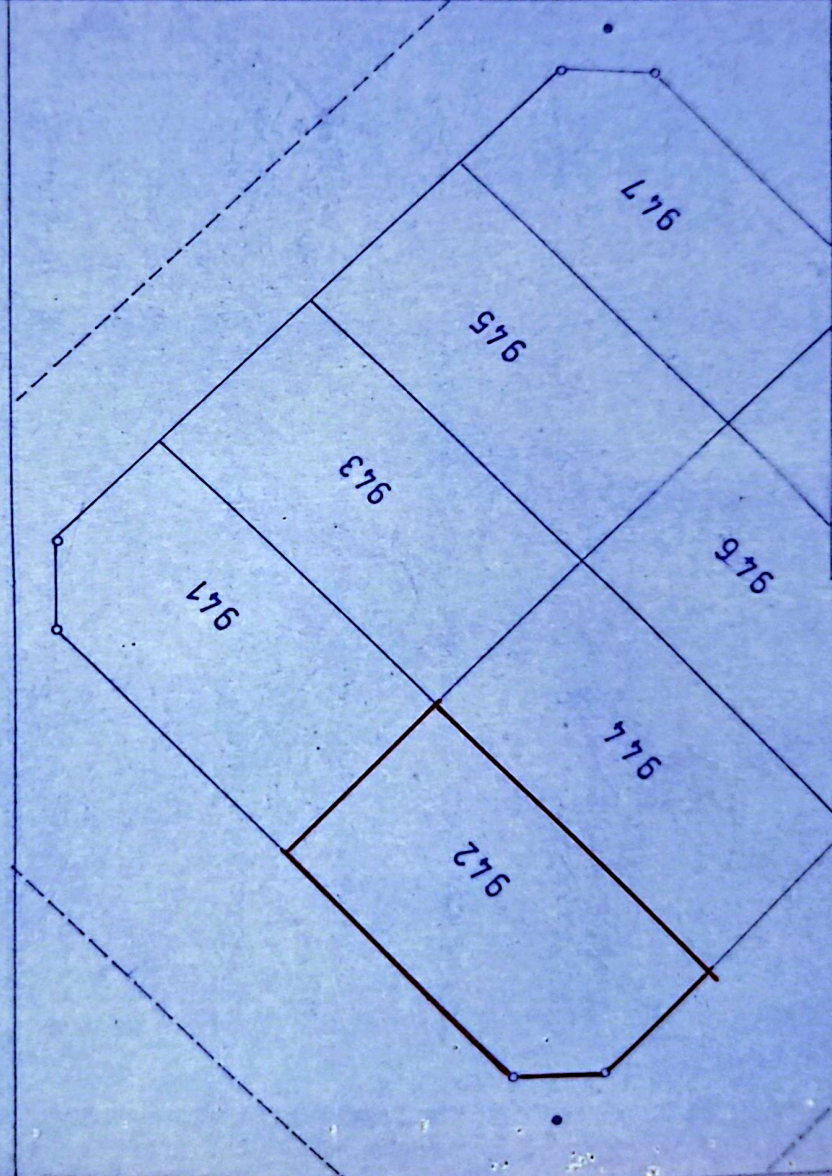
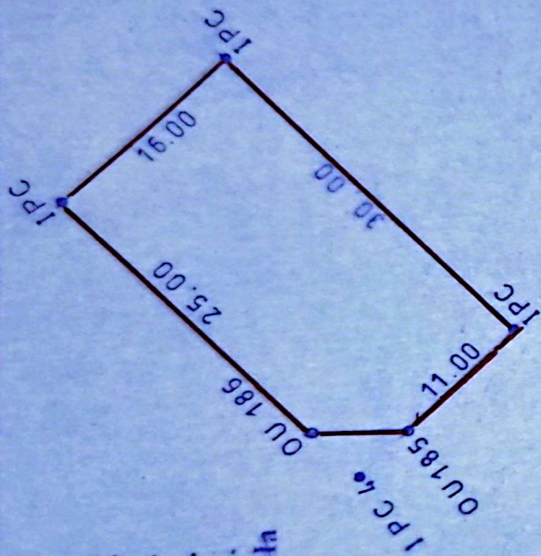
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may be required by the authorities responsible for environment and to achieve such objective.
- (iii) Buildings to be in permanent materials.
- (iv) Building plans to be submitted to the **Kahama District Council** within six months from the commencement of the Right.
- (v) Building construction to begin within six months from the approval of the plans.
- (vi) Buildings to be completed within **thirty six** months from the commencement of the Right.

3. USER: *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 Commercial /residential purposes only Use Group 'D' Use class (a), Use Group 'A' Use Class (a), ~~A~~ and (c) 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.

KAHAMA URBAN AREA

Locality **NYASUBI**
Block **Q (HD)**
Plot N^o **942**
L. O. N^o **389226**
Area **480** Sq.m/Ha



This plan prepared in accordance with Registered Plan No 54572... is approved for the purpose of Land Registration Ordinance, Director of Surveys and Mapping
Date **16/3/2012**
Surveys and Mapping Division Ministry of Lands, Housing and Human Settlements Development, Dar es Salaam.

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

SCHEDULE

ALL that land known as *plot No. 942 Block 'Q' High Density Nyasubi in Kahama Urban Area* containing *four hundred eighty (480) Square meters* shown for identification only edged *red* on the plan attached to this Certificate and defined on the registered Survey Plan No. *54672* 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.



A. J. S. COMMISSIONER FOR LANDS

I, the within named MADUHU MONGO hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
MADUHU MONGO)
who is known to me personally/identified)
to me by)
the latter being known to me personally in)
my presence this *23RD* day of *APRIL*)
20*.12*.....)



Witness's
Signature *H. O. S.*)
Postal Address *668, NW ANZA*)
.....)
Qualification *KAND OFFICE*)

MORTGAGE

Filed Document No. 39456
DISCHARGED ON
Date of Registration 25.10.2018 time 8.30 AM
25.08.2018 at 10:00 AM
To BANK OF AFRICA INSTANTA
under P.O. 2425
P.O. Box 3054 Dfm
to repay an unspecified
amount.
Flora
Senior Ass't Registrar of Titles

**LAND REGISTRY TABORA
TRANSFER UNDER P/SALE**

Filed Document No. 2425
Date of Registration 29.06.2018 time 10:00 AM
To AYOUS ELAF ABOU RAHMAN OF
P.O. Box 163, KATTAMA (In Gov.
of Tsh. 30,009,000/=)
Flora
Senior Ass't Registrar of Titles