

**AGREEMENT FOR JOINT VENTURE**

**DEVELOPMENT**

**AND**

**JOINT OWNERSHIP OF THE PROPERTY**

**ON**

**PLOT NO. 78, BLOCK T,  
IYUMBU NEW TOWN  
CENTER, IYUMBU,  
DODOMA.**

## JOINT VENTURE AGREEMENT

THE JOINT VENTURE AGREEMENT is made this 10<sup>th</sup> day of August, 2025.

### BETWEEN

**ASHELI MICHAEL MWANDA**, a natural person of P.O. Box 36 Dodoma (hereinafter referred to as 'the Owner'), where the context permits, includes the owner's heirs, assigns, and successors in title on the one part.

### AND

**ALUKS (T) LIMITED**, a company incorporated under the Companies Act, Cap 212 R.E 2023, of P.O. Box 105155, Dar Es Salaam (hereinafter referred to as 'the Developers'), which expression, where the context admits, includes the developer's heirs, assigns, and successors in title of the other part.

**WHEREAS, ASHELI MICHAEL MWANDA** is the rightful owner of a piece of land known as **Plot No. 78, Block No. T, Iyumbu Town Centre Area, Dodoma**, with a **certificate of Title No.....** (hereinafter referred to as 'the said property' and the term 'Land' shall be constructed accordingly), and **Aluks (T) Limited** is desirous of developing the said property.

**WHEREAS**, the Owner and Developer are desirous of jointly developing the Plot by constructing thereon a storey building consisting of Twelve (12) apartments, including an underground (basement) and ground floor, as per the attached site plan and architectural drawings, subject to obtaining the building permit.

**AND WHEREAS**, both the Developer and the Owners are desirous of entering into a Joint venture agreement.

### ARTICLE I - DEFINITIONS

In this present, unless there is anything repugnant to or inconsistent with: -

**1.1 OWNER:** shall mean the aforesaid **ASHELI MICHAEL MWANDA** and his respective legal representatives, administrators, executors and assigns.

### AND

**1.2 DEVELOPER(s):** shall mean and include the **ALUKS (T) LIMITED**

**1.3 TITLE DEED:** shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

**1.4 PREMISES/PROPERTY:** shall mean **ALL THAT** piece and parcel of land as described as **Plot no. 78, Block T, Iyumbu New Town Centre Area, Dodoma**, with a certificate of Title No.....

**1.5 NEW BUILDING:** This shall mean the Multistoried Building, as per the available sanctioned area, to be constructed over the said premises as per the plan to be sanctioned by the concerned Municipality.

**1.6 COMMON AREA FACILITIES AND AMENITIES:** shall mean and include, corridors stair ways, passage ways, drive ways, standard lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Unit of Titles Act Act or mutually agreed by and between the owner and the Developer.

**1.7 SALEABLE SPACE:** shall mean the flat/units/parking space in the building available for independent use and occupation of the self-contained flat after making due provision for standard amenities and facilities for better enjoyment against consideration.

**1.8 BUILDING PLAN:** shall mean such plan to be prepared by the Architect/Engineer/Surveyors for the construction of the building and to be sanctioned by the concerned Municipality. It is mentioned here that the Building Plan will be sanctioned in the name of the Owner at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owner or by themselves.

**1.9 OWNER'S ALLOCATION shall be 35%** of the total constructed area with total receipt money of Tanzania Shilling ...../=

**Description of flats under owner's allocation:**

All the Flats shall have the undivided proportionate share or interest of the underlying land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per the Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

**1.10 DEVELOPER'S ALLOCATION:** The remaining constructed area after providing the Owners' allocation in the proposed building to be built on the said premises, including a proportionate share of the standard facilities and amenities.

**1.11 TRANSFER:** shall mean and include transfer by delivery of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

**ARTICLE - II: COMMENCEMENT & DURATION:**

**2.1** This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/parking space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end.

**ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES**

**3.1** The owner hereby declares that he is the absolute owner of the scheduled property and is now seized and possessed of, or otherwise fully entitled to, the same without any disturbance or hindrance in any manner whatsoever. The said property is free from all encumbrances, charges, attachments, acquisitions, or requisitions whatsoever or howsoever, and the owners have good and marketable title over the said land.

**3.2** That the owner hereby agreed that he will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

**3.3.** That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property.

**3.4.** The owner shall be liable and responsible for any litigation arising regarding title in respect of the land or any boundary dispute.

**3.5.** The Owner hereby undertakes to deliver and/or hand over all the Photostat copies and/or Originals of all the Deeds and documents to the Developer(s) at the time of execution of this Agreement. If the original documents are not delivered in favour of the Developer, then produce all the Original documents whenever the Developer (s) call for production of the same.

**3.6** That the Owner hereby gives exclusive license to the Developer to commercially exploit the same per the terms and conditions contained in this Agreement and authorises the Developer to enter into an agreement for the sale, lease and transfer of flats/ units.

**3.7** The Owner hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer(s) or their nominated person/s in respect of the Developer's Allocation and also for the purpose of adding, altering, or revising the sanctioned building plan and completion Plan for construction and completion of the work as per the Agreement.

**3.8** The Owner has the right to receive his share of flats or units in a timely manner as per the agreement. The Developer is hereby mandated to complete the project within the agreed period as per the Agreement. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period, then the Owner will be entitled to compensation/damages from the Developer as deemed fit by the Developer. It is mentioned here that time will be the essence of the contract.

**3.9** Sequel to the above, the Owner is entitled to be facilitated by the Developer during the whole project period in terms of being provided with a sum of money for the reallocation and upkeep costs from the beginning to its completion. The Owner shall assess the said sum and share it with the Developer for execution as deemed fit.

3.10 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declare that the Developer(s) shall continue to construct the building exclusively in the name of the Developer(s)/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer(s) shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within ..... months from the date of execution and registration of this Agreement, which is later and the time is the essence of this Contract and such time shall be enhanced and/or extended for another ..... months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer(s) and if the Developer(s) will fail or neglect to handover the possession of Owners' Allocation within the said stipulated ..... months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law.

#### ARTICLE - IV:

#### DEVELOPER'S RIGHTS, OBLIGATIONS AND DECLARATION

4.1 The Developer(s) hereby agree to complete the multi-storied building over the property as per the plan sanctioned by the concerned Municipal Authority.

4.2 The Developer(s) hereby declare to take care of any local hazards or accidents during the continuation of construction, and the owners shall have no liability to that effect.

4.3 All application plans, papers and documents as may be required by the developer(s) for sanction of the Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer(s) with the due signature of the Owner or on behalf of the owners as may be required. All costs, expenses, and charges are to be paid by the developer(s), including building construction thereon. The Developer(s) will pay all the payments and expenses required for clearance of the occupier thereof, either in cash, area, or any other lawful manner.

4.4 The Developer(s) hereby agree to deliver possession of the owners' allocation in the proposed new building **within the stipulated months** from the date of execution and Registration of this Agreement. If required, the Owner will allow the stipulated months to deliver possession of the owners' allocation without claiming any damages. *It is also agreed that the delivery of possession of the owners' allocation will be made first. After that, the Developer(s) will be entitled to hand over possession of the Developer's Allocation. If required, the benefits of the parties hereto before or after completion of the building, a necessary supplementary Agreement will be executed.* It is pertinent to mention here that the Developer(s) will obtain Completion Certificate (C.C.) at///their own cost, and a copy of the same will be given to all the Owner/occupier(s) of the units of the newly constructed building.

4.5 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer(s) in writing or through the Advocate of the Developer(s) either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the Owner are bound to take possession within ..... days from the date of service of this letter. Suppose the Owner fails to take delivery of possession or neglects to do so. In that case, it will be deemed that the owner's allocation has already been delivered, and the Developer(s) shall be entitled to transfer the Developer's Allocation without further notice.

4.6 The Developer(s) shall have every responsibility for incidents occurring during the course of construction, and the Owner shall have no responsibility for the same. If the Owner (s) are not interfered with during the construction and after completion of the building and handover of the same to the Owner and Intending Purchaser(s), the Developer(s) shall have no liability for any incident occurring in the said Building.

#### **ARTICLE - V. CONSIDERATION & PROCEDURE**

5.1 Considering the construction of the owners' allocation in the building and other considerations mentioned in the owners' allocation, the Developer(s) is/are entitled to get the remaining constructed area of the building and a proportionate share of the land as the Developer's allocation.

5.2 That if the Developer(s) fail(s) to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer(s) as per mutual calculation of the parties. It is mentioned here that time will be the essence of the contract.

#### **ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING**

6.1 The Developer(s) shall, upon completion of the building, put the Owner in undisputed possession with respect to the Owner's allocation, together with the right to enjoy the standard facilities and amenities attached thereto with other units/shops, etc.

6.2 The Developer(s) being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer(s) shall think fit and proper.

6.3 The Developer(s) shall at /his/her/their/its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. *The Developer(s) shall obtain a Completion Certificate from the Appropriate Authority concerned at its own costs and expenses upon completion of the building.*

6.4 That the developer(s) shall install, erect and provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of a building having self-contained apartments and constructed for sale of flats/shops/parking space on ownership basis and as mutually agreed.

#### **ARTICLE - VII. COMMON FACILITIES**

7.1 The Developer(s) shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats, all the flats' owners will pay due according to his//their shares.

7.2 As soon as the respective self-contained flat is completed the developer(s) shall give written notice to the Owner requiring the Owner to take possession of the owner's allocation in the newly constructed building and after ..... days from the date of service of such notice and at all times, thereafter the Owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.

7.3 The Owner and Developer(s) shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the government. Or other Appropriate Authorities or otherwise may be mutually agreed upon between the Owner and the Developer(s). The Owner hereby decides that he/she/they shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings instituted by any third party or against the Owner for the same. The developer(s) will be entitled to get damages.

7.4 The Owner or//their agents or representatives or any third party of the owners' behalf shall not do any act, deed, or thing wherein the developer(s) shall be prevented from constructing and completing the said building or to sell out the flat/units to the intending purchaser/purchasers. If the Owner prevents the developer(s) without any reasonable and/or justified reason, then the Owner or// their legal representative(s) shall be bound to indemnify the loss and pay damages with interest. Such a delay will not be calculated within the stipulated time.

#### **ARTICLE - VIII. OWNER'S DUTY & INDEMNITY**

8.1 The Owner doth hereby agree and covenants with the Developer(s) not to use or cause any interference or hindrance during the construction and throughout this agreement of the said building at the said premises.

8.2 It is agreed that the Owner will not involve any of their workers, contractors, agents, representatives, etc., or stage any construction materials in the building for any construction work if required in respect of the owners' allocation in the building without any written consent from the Developer(s).

8.3 That the Owner and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer(s) and also for the betterment of the project on the same terms and conditions mentioned herein.

#### **ARTICLE - IX. DEVELOPER'S DUTY**

9.1 The Developer(s) hereby undertake/s to keep the Owner indemnified against all third-party claims and actions arising out of any act or omission of the Developer(s) concerning the making or construction of the said building. The developer(s) shall also not interfere in any manner whatsoever with the sale proceeds and/or otherwise with regard to the owners' share or allocation, and also not claim any amount from the sale proceeds of the owners' allocation.

#### **ARTICLE - X. MISCELLANEOUS**

10.1 The Owner and Developer(s) hereto have entered this agreement purely as a contract. Under no circumstances shall this agreement be treated as a partnership by and between the parties and/or an Association of persons.

10.2 As from the date of getting the Completion Certificate of the building, the developer(s) and/or their transferees and the Owner and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax, and other taxes charged by the government or local authority concerned. And the proportionate cost of regular maintenance charges.

10.3 The building to be constructed by the developer(s) shall be made in accordance with the specification more fully and the particulars mentioned and described in the schedule, which is annexed in a separate sheet and will be treated as part of the agreement.

#### **ARTICLE - XI. FORCE MAJEURE**

11. The parties hereto shall not be considered liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existence of "Force Majeure". They shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

#### **ARTICLE - XII. ARBITRATION CLAUSE**

12. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this

agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will Adjudicated in accordance with the Arbitration Act of Tanzania, or any amendment thereon as may be applicable.

**IN WITNESS WHEREOF:**

The parties hereto have duly executed this agreement in the manner and on the respective date hereinafter appearing.

Signed and delivered by the said  
**ASHELI MICHAEL MWANDA** at  
Dodoma, who is known to me,  
this 15<sup>th</sup> day of August 2025.

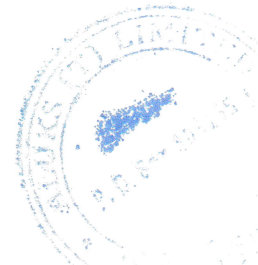


.....  
**ASHELI MICHAEL MWANDA,**



**BEFORE ME:**

Name: RICHARD SAMWEL LIMIHAGATI  
Signature: [Handwritten Signature]  
Postal address: P.O. BOX 105377 DAR ES SALAAM  
Qualification: ADVOCATE



Signed with Common Seal by the Said  
**ALUKS (T) LIMITED** in DODOMA  
This 15<sup>th</sup> day of August 2025.

.....  
**COMMON SEAL OF THE COMPANY**

Name: DUMA MAAHARA MAHELA  
Signature: D.M.M.  
Address: P.O. BOX 36 DODOMA  
Designation: DIRECTOR

**BEFORE ME:**

Name: RICHARD SAMWEL LIMIHAGATI  
Signature: [Handwritten Signature]  
Postal address: P.O. BOX 105377 DAR ES SALAAM  
Qualification: ADVOCATE

