



DAR ES SALAAM CITY COUNCIL

DISTRICT LAND OFFICE
TEMBEKE
P.O. BOX 45085
DAR ES SALAAM

REF. No LA/Tm/865/1/14

Date 23.8.86

To: M JUMWA MJIENGE
P.O. Box 2061
DAR ES SALAAM.

in lieu of Plot No. 7
Block 3A

Sir/Gentlemen/Madam,

Handwritten notes:
I want to...
P.O. Box 10/17
KIGAMONI AREA DS

PLOT NO 224 BLOCK B
KIGAMONI AREA DS

Your application for a long term Right of Occupancy in this letter called "the Right" over this plot has been approved by the plots allocation committee meeting held on 10/17 vide Agenda No. 10/17. On receipt of the fees and information requested below

I will send a Certificate of Occupancy for you to sign containing the following main conditions:-

- (i) Term 33 years from 1.7.1986
- (ii) Rent Shs. 240/- a year revisable after every ten years
- (iii) Premium Shs. NIL

(iv) Use: The land shall be used for Residential purposes Use groups Categories (a) & (c) as defined in the Town and Country/Planning (Use Classes) Regulations, 1960. Only one main building/dwelling house together with the usual and necessary out-buildings shall be built. Commercial use shall not include the sale of vehicle fuels.

- (v) Buildings to be in permanent materials
- (a) Plans to be submitted to the DSM City Council within six months from the commencement of the Right.
- (b) Buildings to be completed within thirty six months from the Commencement of the Right.
- (c) Buildings to begin within six months of approval of plans.

(vi) The Occupier must pay any further fees, charges etc., and refund any contribution in lieu of rates which may be paid by the Government.

(vii) The Occupier shall 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 for Surveys and Mapping.

(viii) No subdivision or assigning without the prior written consent of the Director for Land Development Services.

2. The following information is required by me:-

- (a) Your full name in block letters. No request to have the Certificate of Occupancy issued/written in the name of a person or persons other than the offeree shall be entertained.
- (b) Your full residential address giving house number, name of street and your P.O. Box number (if any).
- (c) Whether you wish to hold the Right as joint tenants or tenants in common, and if the latter indicate the share to be taken by each of you. (The property of a deceased joint tenant passes automatically to the surviving joint tenant while the share of a tenant in common passes to his/her heirs according to law.)

1. The amount payable on acceptance of the Right are

Fee for Certificate of Occupancy	Shs	100	cts	00
Registration Fees	Shs	30	cts	00
Survey fees	Shs	25	cts	00
Fees for Deed Plans	Shs	42	cts	00
Stamp Duty on Certificate and Duplicate	Shs	30	cts	00
Land Rent for the period from 1-7-86 to 30-6-87	Shs	240	cts	00
Premium	Shs		cts	
TOTAL SHS		467	CTS	00

- Any Land form 17 or Right of Occupancy document as present held by you over this plot should be sent to me for cancellation.
- The sums listed above should be paid in the following manner. The total sum of shs 1971 being fees should be paid to the Director of Land Development Services and the remaining sum of shs 2701 being stamp duty and land rent should be paid to the Internal Revenue Officer, Dar es Salaam. The Original cheque Revenue receipts so obtained should then be sent to me with the information requested above.
- UNLESS this offer is accepted and all fees paid within thirty days (30) from the date of this letter the offer shall lapse. After this period, the plot will be disposed of as the Committee deems fit without any further reference to you.

CITY LAND DEVELOPMENT OFFICER
DAR ES SALAAM

DISTRICT LAND DEVELOPMENT OFFICER

DISTRICT LAND DEVELOPMENT OFFICER
TEMBELE

Copy to: The Director for Land Development Services
P.O. Box 9230
DAR ES SALAAM.

Copy to: The City Land Officer DAR ES SALAAM.

Copy to: The Internal Revenue Officer DAR ES SALAAM

Plot No. 224 Block B
KIGAMBONI AREA.

Afisa wa Ardhi Jiji,
S.L.P. 9084,
Dar es Salaam.

TARUHE: 11 9 1984

KIWANJA N° 224 KITALU B
KIGAMBAZI AREA DSM

Rajaa barua yangu kumb. Na. 1/10/86 s/l 104
ya tarehe 23.8.86 yalusika.

Nipenda kukujulisha kwamba mpangaji wa kiwanja hicho
amehishalipia malipo yote kama ifuatavyo:-

	Shilingi:	Stakebadhi.
Ada ya Raki ya Hati	100.00	4/066701
Ada ya Ushajili	30.00	"
Ada ya Upinaji	25.00	"
Ada ya Mmama	42.00	"
Dahuru wa wakili	30.00	3/897137
Kodi ya kifo kuanzia tarehe 1.7.86 mpaka 30.6.87	240.00	"
JUMLA SH.	467.00	

Malipo waliyayika tarehe 26.8.86 kwa hiyo endelea na
matengenezo ya kibi ya...

Jina kamili la malikaji ni: MTUMWA MJIENGE

Mny: AFISA WAARDHI
(K) TEMEKE

Nakala:-
Naugu MTUMWA MJIENGE
P.O. Box 2061
D. SALAM

Mkurugenzi wa Huuma za Ardhi,
S.L.P. 9230,
Dar es Salaam.

Lot Id. 123650

TFN. 614 (Rev. 8/94)

20106897 1

20/1/94

ORGANO WA TANZANIA
REPUBLIC OF TANZANIA
D-IL YA SERIKALI
R RECEIPT

Shs.						Ck.
= 112392						2

KIASI
Amount

M Tumwa M Jenga

ELINGI (Kwa maneno)
Shillings (Words)

One hundred twelve thousand three

Hundred Ninety two only

NO YA

Land rent and penalty for 200-1987/200p

FASIMU/HUNDI NAME
No.

DSM

Plot 224 Block B -
Kigamboni - DSM

RECEIVED

DSM

CHIEF

7/1/94

DATE

Your application for a long term Right of Occupancy (later in this letter called "the Right") over this plot has been approved by the plots allocation committee meeting held on

Agenda No. On receipt of the fees and information requested below

I will send a Certificate of Occupancy for you to sign containing the following main conditions:-

(i) Term: 33 years from 1. 7. 1986

(ii) Rent: Shs. 240/= a year revisable after every ten years.

(iii) Premium: Shs. NIL

(iv) User: The land shall be used for Residential use. Only one main building/dwelling house together with the usual and necessary out-buildings shall be used. Commercial use shall not include the sale of vehicle fuels.

(v) Building to be in permanent materials.

(a) Plans to be submitted to the DSM City Council within six months from the commencement of the Right.

(b) Building to be completed within thirty six months from the Commencement of the Right.

(c) Building to begin within six months of approval of plans.

(vi) The Occupier must pay any further fees, charges etc., and refund any contribution in lieu of rates which may be paid by the Government.

(vii) The Occupier shall 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 for Surveys and Mapping.

(viii) No sub-division or assigning without the prior written consent of the Director for Land Development Services.

2. The following information is required by me:-

(a) Your full name in block letters. No request to have the Certificate of Occupancy issued/written in the name of a person or persons other than the offeree shall be entertained.

(b) Your full residential address giving house number, name of street and your P.O. Box number (if any).

(c) Whether you wish to hold the Right as joint tenants or tenants in common, and if the latter indicate the share to be taken by each of you. (The property of a deceased joint tenant passes automatically to the surviving joint tenant while the share of a tenant in common passes to his/her heirs according to law.)

DSM/40/28176


3. The amount payable on acceptance of the Right are:

Fee for Certificate of Occupancy	Shs	100	Cts	0
Registration Fees	Shs	30	Cts	0
Survey fees	Shs	25	Cts	0
Fees for Deed Plans	Shs	42	Cts	0
Stamp Duty on Certificate and Duplicate	Shs	30	Cts	0
Land Rent for the period from 1.7.86 to 30.6.87	Shs	240	Cts	0
Premium	Shs		Cts	
TOTAL		SHS	467	Cts

- Any Land form 17 or Right of Occupancy document as present held by you over this plot should be sent to me for cancellation.
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- UNLESS this offer is accepted and all fees paid within thirty days (30) from the date of this letter the offer shall lapse. After this period, the plot will be disposed of as the Committee deems fit without any further reference to me.

I am Sir, Gentlemen/Madam
Your obedient Servant,

CITY LAND DEVELOPMENT OFFICER
DAR ES SALAAM


DISTRICT LAND DEVELOPMENT OFFICER

Copy to: The Director for Land Development Services
P.O. Box 9230
DAR ES SALAAM.

Copy to: The City Land Officer DAR ES SALAAM.

Copy to: The Internal Revenue Officer DAR ES SALAAM

Plot No. 224 Block
KIGAMBONI AREA

THE LAND ACT, NO. 4 OF 1999

SALE AGREEMENT

BETWEEN

MTUMWA MJENGE

AND

INSPECTORATE TANZANIA LIMITED

**IN RESPECT OF THE SALE OF PLOT NO. 224 BLOCK B, SITUATED AT
MACHAVA KIGAMBONI AREA , KIGAMBONI MUNICIPALITY WITHIN DAR ES
SALAAM CITY WITH LETTER OF OFFER NO. LD/TM/865/1/04**

SALE AGREEMENT FOR A RIGHT OF OCCUPANCY

THIS SALE AGREEMENT is made this 29ND day of NOVEMBER 20 17

BETWEEN

MTUMWA MJENGE of P. O. BOX 2061 DAR ES SALAAM in the United Republic of Tanzania (hereinafter referred to as "**the Seller**") which expression shall where the context so admits include his successors and assignees of the one part;

AND

INSPECTORATE TANZANIA LIMITED a limited liability Company registered under the Companies Act No. 12 of 2002 of the laws of the United Republic of Tanzania of P. O. Box 12348 DAR ES SALAAM (hereinafter referred to as "**the Purchaser**") which expression shall where the context so admits include its successors and assignees of the other part.

WHEREAS:

- A. The Seller is the registered owner of a parcel of land known as Plot No. 224 Block B, situated in Machava Kigamboni Area, Kigamboni Municipality, Dar Es Salaam City together with all the improvements and developments thereon (hereinafter referred to as "**the Property**").
- B. The said property is free from any encumbrances whatsoever and the Seller hereby acknowledges the nonexistence of a lease, lien or whatsoever instance of encumbrance.
- C. The Seller is desirous of selling the property to the Purchaser and the Purchaser is desirous of buying the said property from the Seller subject to the terms and conditions hereinafter appearing:

NOW, THEREFORE THIS AGREEMENT WITNESSETH as follows:-

1. DESCRIPTION OF THE PROPERTY

ALL THAT parcel of land forming Plot No. 224 Block B, situated in Machava Kigamboni Area, Kigamboni Municipality, Dar Es Salaam City including all things naturally growing on the land, buildings and other structures permanently affixed to the land, all rights, easements, together with all the improvements and developments thereon.

2. CONSIDERATION

2.1. In consideration of the Purchaser paying the sum of Tanzanian Shillings Thirty Million (TShs. 30,000,000/=) only as the purchase price to the Seller, the Seller shall transfer to the Purchaser the title and absolute ownership of the property

2.2. That the Seller agrees that they have received payment of the purchase price and the Purchaser has paid Tanzanian Shillings Thirty Million (TShs. 30,000,000/=) as full and final purchase price upon signing of this SALE AGREEMENT.

2.3. That the parties hereto agree that they shall simultaneously with the execution of this Agreement execute a Deed of Transfer for the conveyance of the property by the Seller to the Purchaser and shall use their best endeavors to seek and obtain or cause to be sought and obtained consents from the Commissioner for Lands or other officer duly authorized in that behalf to this disposition.

3. SPECIFIC CONDITIONS FOR THE SALE OF THE PROPERTY

3.1. This Agreement and the Deed of Transfer to be executed by the parties simultaneously herewith are subject to the consent of the Commissioner for Lands. If such consent shall be refused this Agreement shall become null and void or voidable as the case may be respectively, and the Seller shall forthwith refund any monies (including any fee or expenses) that shall have been disbursed hereunder.

3.2. That until the date of completion and delivery of vacant and peaceful possession of the property to the Purchaser the Seller shall pay all rates, taxes, assessments and other outgoings whether parliamentary, municipal or otherwise imposed or charged upon the said property.

3.3. That, the Seller hereby covenants with the Purchaser to pay, satisfy and discharge all outgoings and liabilities in respect of the property until vacant possession thereof shall have passed to the purchaser and further undertakes to indemnify the Purchaser against all notices, proceedings, claims and demands arising out of and in connection with or incidental to the breach by the Seller of the warranties, undertakings and covenants herein contained committed prior to coming into effect of this Agreement.

3.4. That the Purchaser reserves the right of making such requisitions and objections as may arise in the examination of documents pertaining to this Agreement or as may be revealed by the usual searches and inquiries.

3.5. The Seller shall bear and pay the cost of valuation, capital gains taxes and all transfer charges, without prejudice to the generality hereof the legal Advocates fees and expenses shall be paid by the Purchaser.

4. CLOSING

The closing of the purchase and sale of the property under this Agreement shall occur simultaneously with the execution of this Agreement by the Parties. Simultaneously, herewith, the Buyer has delivered payment of the consideration as referred to in paragraph 2.1 above and the Seller has surrendered to the Buyer the original letter of offer and all other documents relating to the Property.

5. DOCUMENTS OF TRANSFER

At the Closing, in addition to the document of Transfer described in Section 4:

5.1. The Seller and the Buyer will execute, acknowledge and deliver such contracts of sale and deeds of transfer of the Property, as shall be required in order to effectively vest in the Buyer all of the Seller's rights, title and interest in and to the Property; and

5.2. The Seller shall deliver to the Buyer all of the files, agreements, legal descriptions and documentation in support thereof, and all other information appearing in writing and relating primarily to the property and which is in the Seller's possession.

6. MISCELLANEOUS.

6.1. This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to its subject matter.

6.2. This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations, and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the United Republic of Tanzania.

6.3. This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors and assignees.

6.4. Neither Party may assign this Agreement or any of the rights, interests or obligations herein without the prior written approval of the other Party.

6.5. This Agreement may be amended only by a written agreement signed by the Seller and the Buyer.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in the manner and on the dates and the year hereinafter appearing:

SIGNED and DELIVERED at Dar Es Salaam by the said
MTUMWA MJENGE who is introduced to me by

ATHUMAN KHAMA

The latter being known to me personally in my presence

This 20th day of NOVEMBER 2017

M-M

SELLER

BEFORE ME:

Name: JACKSON TUGARA

Signature: [Signature]

Address: BOX 10854 DAR ES SALAAM

Qualification: ADVOCATE



PURCHASER'S SEAL

SEALED with the COMMON SEAL of
INSPECTORATE TANZANIA LIMITED

at Dar Es Salaam in our presence
this 20th day of NOVEMBER 2017

WITNESSES:

Name: ATHUMAN KHAMA

Signature: [Signature]

Address: BOX 12345 DAR ES SALAAM

Designation: COUNTRY MANAGER

Name: CHARLES MWYOKI

Signature: [Signature]

Address: BOX 12345 DAR ES SALAAM

Designation: HRAO

ORIGINAL

File No. 12645

TANGANYIKA

ORIGINAL
DUPLICATE
TRIPLICATE

Land Form No. 43

Land Office No. 8

43214

OFFER OF A RIGHT OF OCCUPANCY

The Land Ordinance (Cap. 113 of the Laws)

Ministry of Lands, Settlement and Water Develop.

~~Minister of Lands, Forests and Wildlife,~~

OFFICE OF THE REGIONAL LAND OFFICE ~~Agent,~~

P.O. Box 3095,

Dar es Salaam

17th November, 1965

To: Bwana Mzee Ramadhan Nassoro,
c/o P.O. Box 9072, Dar es Salaam

Description of land Plot No. 575, Block 21, Kigamboni Area.

You are hereby offered a Right of Occupancy over the land described above on the conditions set out herein.

two
the 31st December, 1965 (or such later date as I may permit) together with Shs. 50/- made up as follows:—

	Shs.
Premium tendered	—
Premium for improvements/site clearance	—
First payment of rent under condition 2 below	21-00
Stamp duty on original	2-00
Stamp duty on duplicate	2-00
Fee, preparation of offer	25-00

Total payable on acceptance: Shs. 50-00

Acceptance out of time or unaccompanied by payment of this amount will not be valid.

A copy of the accepted offer will be returned to you.

You are reminded that under Regulation 3 of the Land Regulations, 1948, you cannot transfer, mortgage or change the Right of Occupancy without the President's consent. Such consent must be sought from the Regional Land Office Agent/~~Area Commissioner.~~

RECORDED
DATED 18-11-65
Custodian

CONDITIONS OF THE RIGHT OF OCCUPANCY

In these conditions "Occupier" means the original grantee of the Right of Occupancy and his successors in title and "Commissioner for Lands" includes any person authorized by the Commissioner for Lands to act on his behalf: the person

so authorized is the Regional Land Office ~~xxxx~~ Dar es Salaam

1. Term:—From the First day of October, 19 65 to the 30th day of June, 1966 and thereafter from year to year until terminated at the end of a rental year by either party giving to the other six months' prior notice in writing.

2. Rent:—Rent of Shs. 21/- for the period from the commencement of the term to the 30th day of June, 1966 shall be paid on acceptance of the offer. Thereafter an annual rent of Shs. 27/- shall be payable in advance on the first day of July in every year provided that the Commissioner for Lands may revise the said annual rent by giving written notice to the Occupier at least six calendar months before the date on which the revision is to take effect.

3. Buildings:—Not later than one year after the commencement of the term the Occupier shall have on the land a building of a type and standard approved by the Commissioner for Lands/~~Area Commissioner~~. The Occupier shall at no time have or erect on the land any building not approved by the Commissioner for Lands/~~Area Commissioner~~. Any building on the land shall also comply with any Township Building Rules and any other statutory regulations or requirements in force in the area. All approved buildings on the land shall be maintained by the Occupier in good repair to the satisfaction of the Commissioner for Lands/~~Area Commissioner~~.

*4. User:—~~The land shall be used for trading and residential purposes only.~~

*Delete whichever are inapplicable.

*4. User:—~~The land shall be used for trading and residential purposes only. Sub-letting to Africans is allowed but occupation by Arabs or Somalia or any person not of an African race is not allowed.~~

*4. User:—~~The land shall only be used for residential purposes.~~

*4. User:—The land shall only be used for residential purposes. Sub-letting to ~~any~~ for residential purposes is allowed but occupation by Arabs or Somalia or any person not of an African race is not allowed.

5. Termination:—On the termination of the Right of Occupancy the Occupier shall not be entitled to a renewal thereof or to any compensation, and he shall remove any buildings and make the land clean and tidy within such period as the Commissioner for Lands/~~Area Commissioner~~ may require.

6. Exemption:—~~The President may make the Right of Occupancy exempt from the provisions of the Land Ordinance (Cap. 113 of the Laws) and the regulations thereunder and to any enactment in substitution thereof or amendment thereof.~~

7. Surrender of previous rights:—In accepting this Right of Occupancy the Occupier surrenders any Right of Occupancy or other title he may already have over the said land.

8. Notices:—Any notice to be given to the Occupier shall be duly given if posted to his last known postal address, or left with any person in physical occupation of the land, or left affixed in a conspicuous position on the land or on any building thereon.

9. Land Ordinance and Regulations:—The Right of Occupancy is subject to the provisions of the Land Ordinance (Cap. 113 of the Laws) and the regulations thereunder and to any enactment in substitution thereof or amendment thereof.

B. Swine
for Commissioner for Lands

Delete the words which do not apply, and where grantee takes or towards add the name of each after his signature.

I ~~xxxx~~ accept the Right of Occupancy offered and agree to comply with the conditions set out above. ~~xxxx~~

Signatures:

MR. NAGS...

Date

18/12/65

Nakala ya kwanza
" " pili
" " tatu

Land Form No. 43

Land Office No. 8

43214

HATI YA HAKI YA KIWANJA

Sheria za Ardhi (Sura 113)

Hii ni tafsiri tu ya Kiwahili ya Hati hii, kama kutatokea ubishi juu ya msana yake, Hati ya Kiingereza ndiyo itakayotoa namuzi wa mwisho

MINISTRY OF LANDS, FORESTS AND WILDLIFE,
OFFICE OF THE REGIONAL LAND OFFICE AGENT,

P.O. BOX 8095,

Dar es Salaam

17th November, 1965

Kuni: Bwana Mzee Ramadhan Nassoro
c/o P.O. Box 9072, Dar es Salaam

Maelezo ya kitabu No. 575, Block 21, Kigamboni Area, D'Salaam

Unapewa haki ya kupanga kiwanja kama ilivyoolezwa hapo juu kwa kufuata masharti kama yalivyoandikwa hapa ndani.

mbili

Ikiwa unapokea hati hii tita sahihi nakala zote ~~zote~~ na uzirudishe ili zifikike mimi wala

31st December, 1965 (au tarehe ambayo nitakuruhusu) pamoja na

Sh. 50/- ambazo zimeonyeshwa kama ifuatavyo:-

	Sh.
Malipo ya mbele	-
Malipo ya matengenezo/usafishaji wa kiwanja	-
Malipo ya kwanza ya kodi ya kiwanja kuhusu sharti la pili hapo ohini	21-00
Ushuru wa Serkali juu ya nakala ya kwanza	2-00
Ushuru wa Serkali juu ya nakala ya pili	2-00
Ghasama za kutayarisha Hati	25-00
Jumla ya malipo yanayotakiwa wakati wa kupokea hati hii:	50-00

Muda wa kupokea hati ukipitishwa au kama itarudishwa bila malipo haya hati haitakuwa thabiti.

Utarudishiwa nakala moja ya toleo lililopokelewa.

Unakumbushwa kuwa chini ya sheria ya 3 ya Masharti ya Ardhi, 1948, kuna mamlika kutoa, kuweka rebani au kubadili haki ya kupanga bila idhini ya Bwana President. Idhini hiyo sharti iombwe kwa wakili wa bwana Ardhi wa Mkoa/Bwana A.C.

MASHARTI YA HAKI YA KUPANGA KIWANJA

Katika masharti haya "mpangaji" maana yake mtu wa kwanza aliyepewa haki ya upangaji na warithi wake wa haki na "Bwana Kamishna wa Ardhi" ina maana mtu ye yote aliyepewa idhini na Bwana Kamishna wa Ardhi kuwa makamu wake; mtu aliyepewa idhini hiyo ni wakili wa Bwana Ardhi.

1. *Muda*:—Toka Tarehe 1/10/1965 mpaka tarehe 30 mwezi

Juni, 1965 na baadaye toka mwaka mpaka mwaka hadi utakapokatishwa na upande wote ukitoa taarifa ya miezi sita iliyoandikwa kulishi kwenye mwaka wa kodi.

2. *Kodi*:—Kodi ya Sh. 21/- kwa wakati toka mwanzo wa muda mpaka tarehe 30 Juni, 1965 italipwa wakati wa kupokea toleo hili. Baadaye kodi ya mwaka ya Sh. 27/- italipwa mbele kila tarehe ya kwanza ya Julai, kila mwaka, Mradi Bwana Ardhi aweze kubadili kodi hiyo ya mwaka kwa kumpa mpangaji taarifa iliyoandikwa miezi sita mbele ya tarehe ambayo mabadiliko hayo yataanza kuwa na nguvu.

3. *Majengo*:—Kwa muda usozidi mwaka mmoja toka tarehe ya hati hii, mpangaji atajenga katika kiwanja hiki nyumba ya aina na hali itakayokubaliwa na Bwana Kamishna wa Ardhi/A.C. Kwa wakati wote mpangaji hatakuwa na wala hatajenga katika kiwanja hicho jengo lo lote lisilokubaliwa na Bwana Kamishna wa Ardhi/A.C. Ujenzi wote katika kiwanja hicho utakubaliana na sheria za kujenga Mjini na sheria nyingine zo zote zinazohusikana au masharti yanayotiliwa mkazo katika eneo hilo. Majengo yote yaliyokubaliwa kujengwa katika kiwanja hiki mpangaji atayasweka katika hali nzuri na atayatengeneza ipapo yameharibika kwa kadiri ya kumridhi Bwana Kamishna wa Ardhi/A.C.

*4. *Matumizi*:—Ardhi hiyo itatumika kwa biashara na makazi tu.

*Kata
hoyotolewa

*4. *Matumizi*:—Ardhi hiyo itatumika kwa biashara na makazi tu. Upangishaji kwa Waafrika unaruhusiwa lakini upangishaji kwa Waarabu au Wasomali au mtu mwingine ye yote ambaye sili yake si Mwafrika haukubaliwi.

*4. *Matumizi*:—Ardhi hiyo itatumika kwa makazi tu.

*4. *Matumizi*:—Ardhi hiyo itatumika kwa makazi tu. Upangishaji kwa Waafrika kwa makazi unakubaliwa lakini upangishaji kwa Waarabu au Wasomali au mtu mwingine ye yote ambaye sili yake si Mwafrika haukubaliwi.

5. *Kikomo*:—Haki hiyo ikiisha, mpangaji hatakuwa na haki ya kuomba muda mpya, au kupata fidia yo yote na atatakiwa abomoe nyumba, asafishe kiwanja na akiweke katika hali safi na ya taratibu kwa muda utakopewa na Bwana Kamishna wa Ardhi/A.C.

6. *Ulangao*:—Bwana Rais wa Jamhuri uwezo wa kutangua haki ya upangaji kwa sababu nzuri, kama vile kushindwa kwa mpangaji kufuata masharti ya hati hii.

7. *Taariifa*:—Muda wa kutafuta haki ya upangaji au haki nyingine ya kuthibitisha uenyofi ambayo aliweza kuwa nayo juu ya kiwanja hiki.

8. *Tangazo*:—Taariifa yo yote ya kumpa mpangaji itajulikana kuwa imetolewa kama itapelekwa kwa anwani yake aliyotoa mwisho, au kama taarifa hiyo itatundikwa mahali pa wazi au juu ya jengo lo lote katika kiwanja hicho.

9. *Sheria na Masharti ya Ardhi*:—Haki hii ya upangaji ipo chini ya kanuni za Sheria za Ardhi (Sara 113) na masharti yake na amri zinazoweza kutolewa badala ya hizi au kushibhishwa.

Kamishna wa Ardhi

*Mimi/Sisi ninapokea/tunapokea haki ya upangaji iliyotolewa na ninakubali/tunakubali kutimiza masharti yaliyotolewa hapo juu. Tutashika haki ya upangaji kwa umoja/ushirika katika hisa zilizoonyeshwa kuelekea sahihi zetu.

Sahihi:

Tarehe

*Kata
maneno
yafyo-
talirwa,
iwopo
vapanaji
viondika
haki kwa
tabiriin
onyesha hisa
ya kila
mmoja
mbele ya
sahili yako.

Nambari.....LRSC

Fomu LRSC. II

OFISI YA FEDHA YA WILAYA,

S.L.P.

TAARIFA YA KUDAI MALIPO YA KODI YA ARDHI NA MALIPO YA HUDUMA

(Kifungu cha 10 cha Sheria ya Kodi ya Ardhi na Malipo ya Huduma ya 1974)

Kwa: M200-R. NASSARO

HOUSE NO

KISAMBANI

1. Unatakiwa kulipa kwa Afisa wa Hazina wa Ofisi hii, katika muda wa siku sitini kutoka tarehe uliyopelekewa taarifa hii, kiasi cha Shilingi 1458.75 ambacho ni kodi ya ardhi na malipo ya huduma kwa kipindi cha kutoka 1-7-74 mpaka 3 kwa sehemu ya ardhi inayotajwa hapa chini:-

1-7-76

Maelezo ya sehemu hiyo ya Ardhi

- (a) Nambari ya kiwanja na Mtaa.....NO 5
- (b) Eneo (iwapo kuna haja).....KISA
- (c) Matumizi yake: *Kijimo/*Malipo/*Mengineyo.
- (d) Kiwanja kililipiwa au hakikulipiwa malipo ya mbele wakati wa kupata hati ya umilishaji wake: Kililipiwa*/ *Hakikulipiwa.
- (e) Thamani ya eneo la ardhi (iwapo kuna haja) Shilingi.....7.....iliyokadiriwa chini ya kifungu cha 5*/30*.
- (f) Kima cha mwaka cha malipo ya kodi ya ardhi na malipo ya huduma:
Shilingi.....kwa ekari moja*.
- (ii) Asilimia.....10%.....ya thamani ya eneo la ardhi*.

2. Usipolipa kodi yote au sehemu ya kodi unayodaiwa kabla au katika tarehe ya kulipa, mbali ya hatua nyingine unazoweza kuchukuliwa kufuatana na sheria:-

- (a) Utatozwa adhabu ya asimilia ishirini na tano ya kiasi cha kodi ambayo hukulipa;
- (b) Ikiwa utachelewa kulipa kiasi unachodaiwa kwa muda wa zaidi ya siku thelathini baada ya tarehe ya kulipa, adhabu iliyotajwa katika aya ya (a) hapo juu itaongezwa kwa asilimia kumi ya kiasi cha kodi ambayo hakulipwa kwa kila muda wa siku thelathini, au sehemu ya muda huo, baada ya tarehe ya kulipa.

3. Ikiwa hukubaliani na madai haya kwa sababu anaona kwamba aina ya ardhi iliyotajwa hapo juu imekosewa unaweza, katika muda usiozidi siku arobaini na tano kutoka tarehe uliyopelekewa taarifa hii, kuomba rufaa kwenye Baraza la Rufaa chini ya Kifungu cha 15 cha sheria iliyotajwa hapo juu. Unaweza pia, katika muda usiozidi siku arobaini na tano kutoka tarehe uliyopelekewa taarifa hii, kuleta malalamiko yako kwa Afisa wa Hazina wa Ofisi hii kwa sababu zifuatazo, iwapo ni moja au zote mbili:-

- (a) Kwamba maelezo katika taarifa hii kuhusu madai ya malipo ya mbele (Premium) hayako sawa;
- (b) Ikiwa madai haya yamekadiriwa kutokana na thamani ya ardhi inayosemekena ilithaminiwa chini ya kifungu cha 30 cha sheria hiyo, kwamba ardhi hiyo haikutaminiwa kufuatana na kifungu hicho.

Lakini unakumbushwa kwamba, malipo unayodaiwa ni lazima yalipwe katika muda uliowekwa hata kama umcombe rufaa au umepeleka malalamiko.

Tarehe: 5/31 23/5/1980

Afisa wa Hazina

OFFICE OF INTERNAL REVENUE OFFICER

P.O. Box

NOTICE OF DEMAND FROM OWNER

(Section 10 of Land (Rent and Service Charge) Act, 1974)

Date:

1. You are hereby required to pay, at the office of the undersigned, within sixty days of the date of service of this notice an amount of Sh. being the land rent and service charge (hereinafter referred to as land rent) for the period to in respect of the land whose particulars are noted below:—

Particulars of Land

- (a) Plot Number and Location.....
- (b) Area (where necessary).....
- (c) Purpose of which held *Agricultural/Pastoral/other.....
- (d) Whether premium paid on the grant of right of occupancy *Yes/No.....
- (e) Economic value of Land (where necessary) Shs. determined under *section 5/section 30.....
- (f) Annual rate in which land rent is payable.
 - (i) Shs. *per acre;
 - (ii)

2. If you fail to pay the whole or any part of the land rent within the period specified in sub-paragraph (a) above, you shall, in addition to other amounts which you may be liable under the law, be liable to pay interest on the amount of the land rent so far as remains unpaid as follows:—

- (a) Interest shall be at the rate of ten per centum of the unpaid amount of the land rent shall thereupon accrue due and payable as aforesaid by you.
- (b) If such amount remains unpaid by you for more than thirty days after the due date, the rate of the additional land rent mentioned in sub-paragraph (a) above shall be increased by ten per centum of the amount of land rent remaining unpaid in respect of each period of thirty days or part thereof after such date during which such amount remains unpaid.

3. If you are aggrieved by this claim on the grounds that the land described above has been erroneously classified for the purposes of the computation of land rent, you may, within forty-five days of the service of this notice appeal to the Appeal Tribunal under section 15 of the above-mentioned Act. You may also, within forty-five days of this notice, lodge an objection before undersigned on one or both of the following grounds:—

- (a) That the statement in this claim regarding payment or non-payment of premium is erroneous;
- (b) Where this claim is based on economic value of land purportedly computed under section 30 of the Act, that the said value has not in fact been computed in accordance with the provisions of that section.

But take note that, irrespective of such appeal or objection, the amount of the demand is payable within the time specified herein.

Date:/...../19.....

Internal Revenue Officer

*Strike out the alternative which is not applicable

Nambari.....

Fomu LRSC. II

OFISI YA FEDHA YA WILAYA.

S.L.P. 21388 11

TAARIFA YA KUDAI MALIPO YA KODI YA ARDHI NA MALIPO YA HUDUMA

(Kifungu cha 10 cha Sheria ya Kodi ya Ardhi na Malipo ya Huduma ya 1974)

Kwa:

.....

1. Unatakiwa kulipa kwa Afisa wa Hazina wa Ofisi hii, katika muda wa siku sitini kutoka tarehe uliyopelekewa taarifa hii, kiasi cha Shilingi 1571 ambacho ni kodi ya ardhi na malipo ya huduma kwa kipindi cha kutoka 17-7-74 mpaka kwa sehemu ya ardhi inayotajwa hapa chini:—

Maelezo ya sehemu hiyo ya Ardhi

- Nambari ya kiwanja na Mtaa 575
- Eneo (iwapo kuna haja)
- Matumizi yake: *Kilimo/*Malisho/*Mengineyo.
- Kiwanja kililipiwa au hakikulipiwa malipo ya mbele wakati wa kupata hati ya umilishaji wake: Kililipiwa/*Hakikulipiwa.
- Thamani ya eneo la ardhi (iwapo kuna haja) Shilingi 15.5 iliyokadiriwa chini ya kifungu cha 5*30*
- Kima cha mwaka cha malipo ya kodi ya ardhi na malipo ya huduma:
 - Shilingi 35/45 kwa ekari moja*.
 - Asilimia 1.5/2 ya thamani ya eneo la ardhi*.

2. Usipolipa kodi yote au sehemu ya kodi unayodaiwa kabla au katika tarehe ya kulipa, mbali ya hatua nyingine unazoweza kuchukuliwa kufuatana na sheria:—

- Utatozwa adhabu ya asimilia ishirini na tano ya kiasi cha kodi ambayo hukulipa;
- Ikiwa utachelewa kulipa kiasi unachodaiwa kwa muda wa zaidi ya siku thelathini baada ya tarehe ya kulipa, adhabu iliyotajwa katika aya ya (a) hapo juu itaongezwa kwa asimilia kumi ya kiasi cha kodi ambayo haikulipwa kwa kila muda wa siku thelathini, au sehemu ya muda huo, baada ya tarehe ya kulipa.

3. Ikiwa hukubaliani na madai haya kwa sababu unaona kwamba aina ya ardhi iliyotajwa hapo juu imakosewa unaweza, katika muda usiozidi siku arobaini na tano kutoka tarehe uliyopelekewa taarifa hii, kuomba rufaa kwenye Baraza la Rufani chini ya Kifungu cha 15 cha sheria iliyotajwa hapo juu. Unaweza pia, katika muda usiozidi siku arobaini na tano kutoka tarehe uliyopelekewa taarifa hii, kuleta malalamiko yako kwa Afisa wa Hazina wa Ofisi hii kwa sababu zifuatazo, iwapo ni moja au zote mbili:—

- Kwamba maelezo katika taarifa hii kuhusu madai ya malipo ya mbele (Premium) hayako sawa;
- Ikiwa madai haya yamekadiriwa kutokana na thamani ya ardhi inayosemekana ilithaminiwa chini ya kifungu cha 30 cha sheria hiyo, kwamba ardhi hiyo haikuthaminiwa kufuatana na kifungu hicho.

Lakini unakumbushwa kwamba, malipo unayodaiwa ni lazima yalipwe katika muda uliowekwa hata kama umeomba rufaa au umepeleka malalamiko.

Tarehe 19

*Futa maeneo yasiyo takwa.

.....
Afisa wa Hazina

OFFICE OF THE INTERNAL REVENUE OFFICER,

P.O. BOX.....

NOTICE OF DEMAND FROM OWNER

(Section 10 of the Land (Rent and Service Charge) Act, 1974)

To:

1. You are hereby required to pay, at the office of the undersigned, within sixty days of the date of service of this notice an amount of Shs.....being the land rent and service charge (hereinafter referred to as land rent) for the period.....to..... in respect of the land whose particulars are noted below:

Particulars of Land

- (a) Plot Number and Location.....
- (b) Area (where necessary).....
- (c) Purpose for which held *Agricultural/Pastoral/other.....
- (d) Whether premium paid on the grant of right of occupancy *Yes/No.
- (e) Economic value of Land (where necessary) Shs.....determined under *section 3/section 30.
- (f) Annual rate in which land rent is payable.
 - (i) Shs.....*per acre;
 - (ii)*per cent of economic value.

2. If you fail to pay the whole or any part of the land rent on or before the due date, then, in addition to other action to which you may be liable under the law:-

- (a) addition land rent equal to twenty-five per centum of the unpaid amount of the land rent shall thereupon become due and payable by way of penalty by you;
- (b) if such amount remains unpaid by you for more than thirty days after the due date, the rate of the additional land rent mentioned in sub-paragraph (a) above shall be increased by ten per centum of the amount of land rent remaining unpaid in respect of each period of thirty days or part thereof after such date during which such amount remains unpaid.

3. If you are aggrieved by this claim on the grounds that the land described above has been erroneously classified for the purposes of the computation of land rent, you may, within forty-five days of the service of this notice appeal to the Appeal Tribunal under section 15 of the above-mentioned Act. You may also, within forty-five days of this notice, lodge an objection before undersigned on one or both of the following grounds:-

- (a) that the statement in this claim regarding payment or non-payment of premium is erroneous;
- (b) were this claim is based on economic value of land purportedly computed under section 30 of the Act, that the said value has not in fact been computed in accordance with the provisions of that section.

But take note that, irrespective of such appeal or objection, the amount of the demand is payable within the time specified herein.

Date.....19.....

Internal Revenue Officer

*Strike out the alternative which is not applicable.

TRANSFER OF RIGHT OF OCCUPANCY

PLOT NO: 575 BLOCK 21 KIGAMBONI AREA

DRAWN BY:

AMAZON ATTORNEYS

Mbezi Beach, Makonde opposite Engen Service Station

P. O. Box 10854

Dar es Salaam



SALE AGREEMENT

THIS AGREEMENT dated at this 6th day of June, 2024

BETWEEN:

1. TABIA MZEE RAMADHANI the administrator of the estate of MZEE RAMADHANI NASSORO (deceased) for the purposes hereof of Post Office Box Number 9072, Dar es Salaam (hereinafter called the "Vendor" which expression shall, where the context so requires, include the Vendor's personal representatives, heirs and assigns);

AND

2. INSPECTORATE TANZANIA LIMITED for the purposes hereof of Post Office Box Number 12348, Dar es Salaam (hereinafter called the "Vendor" which expression shall, where the context so requires, include the Vendor's personal representatives, heirs and assigns); (hereinafter called the "Purchaser").

WHEREAS:

- (A) The Vendor is the administrator of the Property known as Plot No 575 Block 21 Kigamboni Area together with the buildings fixtures and improvements erected and maintained thereon (the said piece of land together with the buildings, fixtures erections and improvements shall hereinafter together be referred to as the "Property").
- (B) The Vendor is desirous of selling the Property at the price and on the terms set out below and the Purchaser is desirous of purchasing the property.

IT IS HEREBY AGREED AND DECLARED as follows:

1. Upon and subject to the terms and conditions of this Agreement, the Vendor is the legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the Property for the price set out below.



2. The interest sold is the remainder of the term of the Right of Occupancy of the Property of the Vendor from the Government of the United Republic of Tanzania.
3. The purchase price for the Property is Tanzania Shillings Eighty Million Only (Tshs 80,000,000/=) only (hereinafter the "Purchase Price") which sum will be paid as follows:
 - a. The Purchaser has already paid the Vendors Tanzania Shillings Eight Million (Tshs. 8,000,000/=) as the first payment for purchasing plot number 575 Block 21, Kigamboni Area.
 - b. The Purchaser will pay the remaining amount Tanzania Shillings Seventy-Two Million (Tshs. 72,000,000/=) after signing this Agreement.
 - c. On the date of signing this agreement the Vendor will immediately hand over the purchased property free from any encumbrance.
 - d. That the payments shall be paid through:

Bank account No: _____

Account name: _____

Bank name: _____

4. The Property is with vacant possession sold free from all mortgages, charges and other security interests, restrictions, cautions, inhibitions, equities, easements, quasi-easements, rights of light and way, overriding interests and all other encumbrances whatsoever.
5. Any hidden truth done by the Vendor herein that may cause the transfer process impracticable shall necessitate the Vendor to provide another plot of land with



the value and location equal to the Property herein in lieu thereof.

6. Any land rent, property tax, rates and similar outgoings payable in respect of the Property shall be for the account of the purchaser.
7. All stamp duty payable on the transfer of the Property to the Purchaser and registration fees on account of the Transfer to the Purchaser shall be for the account of the Purchaser. All consent fees, valuation fees and Capital Gains Tax payable on the transfer of the Property will also be for the account of the Purchaser.
8. Simultaneously with the signing of this Agreement the parties shall expeditiously execute all the relevant documents and forms required for the transfer of the property and deliver to the Purchaser's Advocate the following documents in respect of the Property :
 - (a) Original Offer of a Right of Occupancy;
 - (b) Instrument of Transfer executed by the Vendor (in triplicate);
 - (c) Forms 29 and 30 executed by the Vendor (in triplicate);
 - (d) Land Rent receipts up to 2023/2024
 - (e) Certified copy of national identity card of the Vendor;
 - (f) Certified copy of national identity card of the Purchaser;
 - (g) Valuation Report and Valuation Approval receipt in respect of the Property.
9. The Vendor hereby irrevocably and unconditionally represents warrant and confirms that:
 - (i) There is no dispute in respect of the Property, access to the Property or its boundaries with the owners of any adjoining properties;
 - (ii) The Property was not used for any public purpose and has not been set aside for any public purpose or to provide any public utilities;
 - (iii) The Vendor is the sole legal and beneficial owner of the Property;
 - (iv) No person has raised any claim or disputed the validity of the grant of the Property to the Vendor and/or the right of any person to occupy and develop the Property.



10. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the Property have been complied with and that neither the Vendor nor any other person has breached any of the said terms and conditions affecting the Property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the Property until the Completion Date and that no person other than the Vendor has any right or title to the Property and the Property has not been and will not be allocated to any other person.
11. Without prejudice to any of the Purchaser's other rights under this Agreement, if it comes to the knowledge of the Purchaser prior to the Completion Date that any fact is inconsistent with the warranty given by the Vendor pursuant to the provisions of clauses 8 and 9 above or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this Agreement and upon rescission the Vendor hereby undertakes to forthwith refund to the Purchaser all monies paid to or for the account of the Vendors by or on behalf of the Purchaser pursuant hereto.
12. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor pursuant to the provisions of clauses 8 and 9 above or out of any claim by a third party based on any facts which if sustained would constitute such a breach.
13. Any condition of this Agreement which is capable of being performed after but which has not been performed at or before the Completion Date and all warranties and indemnities contained in or entered pursuant to this Agreement shall remain in full force and effect notwithstanding completion.
14. This Agreement constitutes the entire contract between the parties with regard



to the matters dealt with in the said Agreement and no representation; term of warranties not contained herein shall be binding on the parties.

15. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
16. No indulgence, extension of time, relaxation, latitude, failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
17. This Agreement shall take effect immediately after the date of execution.
18. This Agreement shall be governed by the Laws of Tanzania.


IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year first hereinbefore written.

THE VENDOR

SIGNED and DELIVERED by

TABIA MZEE RAMADHANI the administrator of the estate of MZEE RAMADHANI NASSORO (deceased) who is known to me personally/identified by

The latter being known to me personally


VENDOR





identified by AITHUMAN KHADU
this 6th day of JUNE, 2024

Before me:

Name: LUCY FIDELIS KUSENGE

Signature: [Signature]

Address: Box 75211 DAR ES SALAM

Qualification: ADVOCATE



THE PURCHASER

SEALED with the common seal of
INSPECTORATE TANZANIA LIMITED

In our presence this 6th day of
June, 2024

Signature: [Signature]

Postal Address: Box 12345 DJM

Qualification: DIRECTOR

Signature: [Signature]

Postal Address: Box 12348 DJM

Qualification: DIRECTOR

SEAL



TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

ISSUED UNDER SECTION 39

—
/Copy of
This is to certify that the annexed Certificate of Occupancy dated

the 11th day of April, 20...1983

is registered in the Land Registry under Title No. 28871

Copies of the subsisting entries in the register are within

Dated the 14th day of NOVEMBER, 20...24

SUBIRX OTTARI

ASST: Registrar of Title

Title No. 28871

Description of registered land

All that Land known as Plot No. 576 BLOCK 21 KIGAMBONI DAR ES SALAAM CITY containing Four Thousand Eight Hundred and Seventy (4,870) Square Feet

ENTRIES IN THE REGISTER

TITLE NO. 28871

No. Registered 14.4.1983 at 11:30 AM
To ALBANO NORBERT LUTAMBI
P.O. BOX 9121
DAR ES SALAAM.

Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

S-67

No. 231737 Registered 02.07.2024 at 13:30 hrs
To VICTORY NORBERT LUTAMBI
BOX 9121, DAR ES SALAAM. As the local
personal representative of ALBANO NORBERT
LUTAMBI (deceased)

Victory
Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

No. Registered at m
To

Asst. Registrar of Titles

TITLE No. 28871
14th April 83
Land Form 32 11-30A-1

Asst. Registrar of Titles



L.O No. 73883

L.D. No. 104540

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

Certified True Copy
Sottam
Asst Registrar of Titles
Date: 14/11/2024

The _____ day of *April*
nine hundred and *Eighty-three*

One thousand

TITLE No. 28871

THIS IS TO CERTIFY that ALRANO NORBERT LUMAMBI OF P.O. BOX 9121, DAR ES SALAAM

(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as ~~joint tenants/as tenants in common in equal shares~~ for a term of ~~thirty-three~~ years from the first _____ day of

~~January~~ _____ One thousand nine hundred and ~~Eighty-three~~ 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, 1984, shall thereafter pay rent of ~~Three hundred and ten shillings (Shs.310/=)~~ _____ 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 1993, 2003 and 2013 _____ 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 _____ (hereinafter called "the Authority");
- (ii) By the ~~thirtieth day of June, 1983~~ _____ 19 83, 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 ~~thirty-first~~ _____ day of _____ December, _____ 19 85;
- (v) At all times during the term after the ~~thirty-first~~ _____ day of _____ December, _____ 1985, 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 hereinbefore provided;
- (vii) 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 Commissioner for Surveys 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 obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of 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 single 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 or any part of any building on it 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 his employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

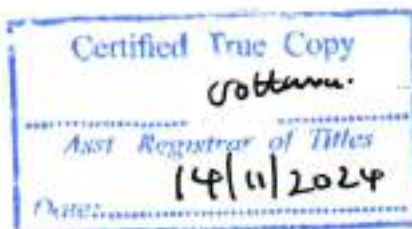
4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances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

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

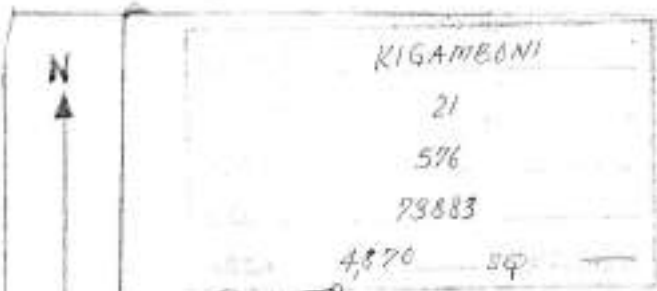
- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall 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 during 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 'A' Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

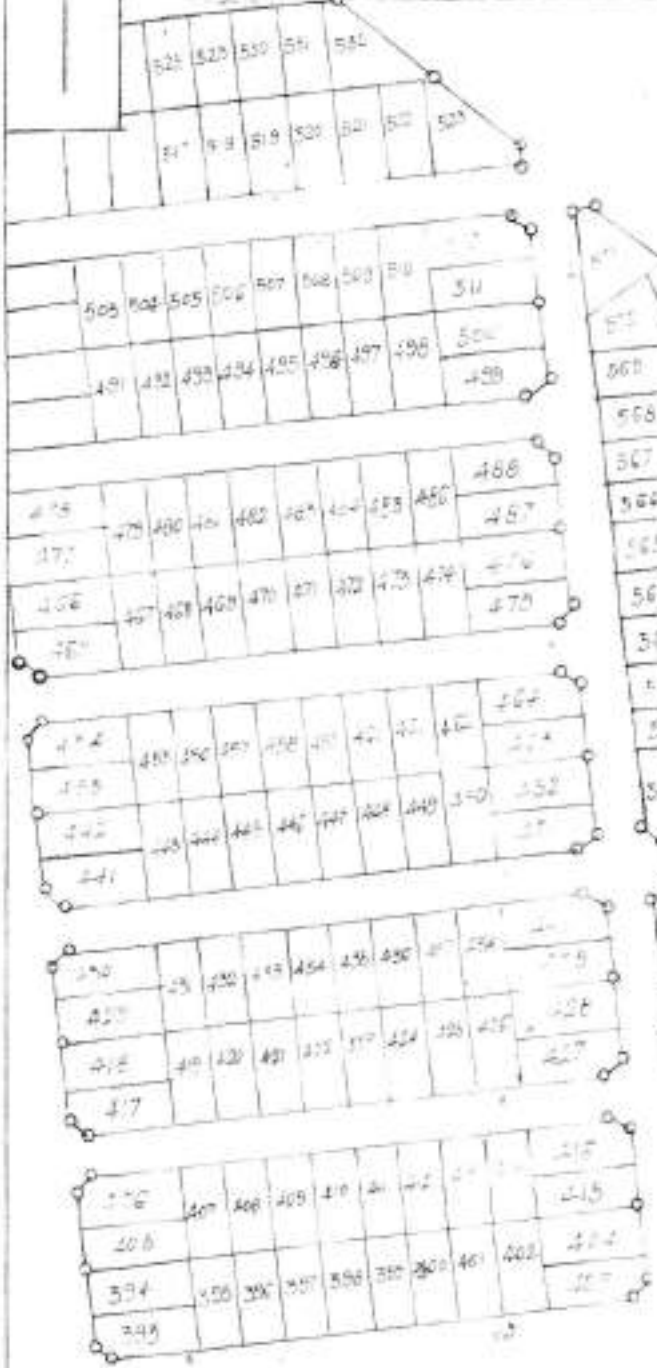
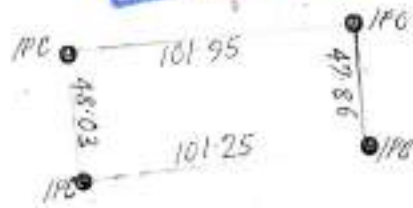
7. The President may revoke the Right for good cause and in public interest.



DAR-ES-SALAAM CITY



Certified True Copy
Wabwani
 Asst Registrar of Titles
 Date: **14/11/2024**



Title No. 11650
 Plot No. 11650
 Area 11650 sqm

11650
Wabwani
 25/2/83

Certified True Copy
John
 Asst Registrar of Titles
 Date: 14/11/2024

SCHEDULE

ALL that land known as Plot No.576, Block 21, Kigamboni Dar es Salaam City Containing four thousand eight hundred and seventy (4,870) square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 11650 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.

[Signature]
 DIRECTOR OF LAND DEVELOPMENT SERVICES
 COMMISSIONER FOR LANDS

I, the within-named ALBANO NORBERT IUTAMBI hereby accept the terms and conditions contained in the Certificate of Occupancy.

SIGNED and DELIVERED by the said ALBANO NORBERT IUTAMBI who is known to me personally/~~identified to me by~~

~~the latter being known to me personally~~ in my presence this day of *March* 1983.

(Witness's Name).....
 Signature:.....
 Postal Address:.....

 Qualification:.....

Albano



TANZANIA STAMP DUTY ACT
 10/-
 G.P. Form 14698/1-51/2000/100
 Receipt No. 700234
 19-1-83
[Signature]

LAND SALE AGREEMENT

In Respect of the Sale of a Property Situated on
Plot No. 576 Block 21, Kigamboni Dar Es Salaam City,
Title No. 28871, LO No. 73883

Attest

LAND SALE AGREEMENT

This Land Sale Agreement is made this 27th day of DECEMBER 2023

BETWEEN

VITUSY NORBET LUTAMBI (Administrator of the estate of the late **ALBANO NORBERT LUTAMBI**), a natural person, adult, Tanzanian, of P.O. Box 9121 Dar es Salaam, (Hereinafter referred to as the **VENDOR**), which expression shall where the context so admits include his administrators, executors, assigns, agents and successors in title) of one part;

AND

INSPECTORATE TANZANIA LIMITED, a Company duly registered under the Laws of the United Republic of Tanzania, and resident of P.O. Box 12348 Dar es Salaam (Hereinafter referred to as the **PURCHASER**), which expression shall where the context so admits include his administrators, executors, assigns, agents and successors in title) of the other part; and, collectively referred to as "parties".

RECITALS

WHEREAS "the Vendor" is the lawful owner of the land located in the place as described below:

- 1) Locality: Kigamboni Municipal Dar es Salaam City
- 2) Area: Machava Area.
- 3) Plot No.: 576
- 4) Block : "21"
- 5) LO No. : 73883
- 6) CT. No: 28871

WHEREAS "the Purchaser" is desirous and willing to purchase the said land from the vendor by executing this Land Sale Agreement and other transfer documents;

AND WHEREAS in **CONSIDERATION** of Tanzanian Shillings Eighty Five Million Only (Tshs. 85,000,000/=) the Vendor hereby agrees to sell and the Purchaser agrees to buy the said land on the terms and conditions set here below.

NOW, THEREFORE THIS LAND SALE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Land Sale Agreement unless the context otherwise provides: -

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Handwritten signature

"Agreement"	Means this Land Sale Agreement between the above mentioned parties leading to the transfer of a parcel of land with the above description
"Parties"	Means the signatories to this Agreement.
"Purchase Price"	Means the amount of Tanzanian Shillings Eighty Five Million Only (Tshs. 85,000,000/=) payable to the Vendor by the Purchaser as consideration for the purchase of the land and developments thereon.
"TZS."	means Tanzanian Shillings, the currency of United Republic of Tanzania

- 1.2 References to the singular include, when the context so admits, references to the plural and *vice versa*.
- 1.3 Words importing persons shall, where the context so admits, be construed as importing a corporate body and *vice versa*.
- 1.4 Words importing the masculine gender shall include the feminine gender and *vice versa* and words importing persons shall include companies.
- 1.5 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.6 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, the parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

ARTICLE 2

2.0 CONSIDERATION AND MODE OF PAYMENT

- 2.1 In consideration of the Purchaser paying the sum of Tanzanian Shillings Eighty Five Million Only (Tshs. 85,000,000/=) Only to the Vendor, the Vendor shall transfer the said Property to the Purchaser together with all the improvements and developments erected and being thereon free from any encumbrances.
- 2.2 The purchase price shall be paid in two instalments. The first instalment shall be of 30% of the purchase price (TZS 25,500,000/=) shall be paid soon after signing of this agreement. The 70% remained balance (TZS 59,500,000/=) shall be paid after completion of transfer process.

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ARTICLE 3

3.0 THE VENDOR'S COVENANTS

The Vendor hereby covenants to the Purchaser as follows:

- 3.1.1 To promptly pay all utilities bills including but not limited to electricity, land rent accrued to the date of signing of this contract and water if any, consumed or incurred on the property up to including the date of handing over.
- 3.1.2 To process, make follow up, payments and all necessary requirement for obtaining Title Deed over the property.
- 3.1.3 To allow the Purchaser to immediately take possession of the property and start construction on the said plot upon signing of this Agreement.
- 3.1.4 That he has the right, power and all necessary authority to enter into this Agreement and to transfer to the Purchaser the property herein sold.
- 3.1.5 The Vendor has good marketable title to the Property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.
- 3.1.6 That the Vendor will, at the request of the Purchaser, do all acts and execute all documents for the better assurance or perfection of the Purchaser's title in the property.
- 3.1.7 In the event the sale and the eventual transfer envisaged in this Agreement shall fail for no fault either of the Vendor or of the Purchaser, the amount already paid to the Vendor shall be refunded to the Purchaser not later than five days of such a failure.
- 3.1.8 The vendor undertakes to do all necessary actions with the view of perfecting his title to the property.
- 3.1.9 All restrictions, conditions and covenants including any imposed by or pursuant to any lease affecting the Property have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor's knowledge likely to be received;
- 3.1.10 That the land is not affected by or subject to any notice or scheme of acquisition, requisition or expropriation of or by the government authority or department.

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[Handwritten signature]

- 3.1.11 That the land is not contaminated, hazardous or declared by the appropriate authority to be in terms of section 7 of the Land Act, Chapter 113 and is not in restraint to any environmental laws or regulations, during its period of ownership.
- 3.1.12 The execution or completion of this Agreement or performance of its terms will not result in any breach of any agreement to which the Vendor is party or of any Court order or decree.
- 3.1.13 That all beacons and markers to identify the land are in place, and in the event any beacons or markers are found to be missing, to re-establish or replace them immediately at the Vendor's own cost and to the satisfaction of the Purchaser and the Land Officer.
- 3.1.14 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
- 3.1.15 That he will not do or omit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement on the whole or part of the purchased land.
- 3.1.16 That there are no circumstances in existence that shall be removed by the Vendor prior to Closing Date that would prevent the transfer of the land to the Purchaser.
- 3.1.17 The Vendor, as to his best knowledge, is not aware of any encroachment by the Property onto any neighbouring property;
- 3.1.18 The Vendor is not aware of any intended expropriation of the property or any portion of it.
- 3.1.19 All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties and or their lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against any of the parties hereto for a broker's commission, finder's fee or other like payments to any person or entity.

ARTICLE 4

4.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES.

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The Purchaser represents and warrants as follows to the Vendor and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement:

- 4.1.1 The Purchaser has good and sufficient power, authority and right to enter into this Agreement and complete the transactions contemplated hereby.
- 4.1.2 The execution of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Purchaser, and shall not result in a breach of its organizational documents.
- 4.1.3 That the Purchaser has conducted his own due diligence and investigation in respect of the Vendor's property purchased in this Agreement and the Purchaser is satisfied of the Vendor's title in respect of the said property subject to completion of transfer of the title to the Purchaser.

ARTICLE 5

5.1 THE VENDOR'S AND PURCHASER'S COVENANTS

The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:

- 5.1.1 Completion of transfer of the right of occupancy with the above mentioned details from the Vendor to the Purchaser.
- 5.1.2 Approval is received from the Commissioner for Lands or his appointee for the transfer of a Right of Occupancy comprised in the said property together with the improvements thereon from the Vendor to the Purchaser.
- 5.1.3 Registration of the Purchaser as the registered owner of the new Registered Certificate of Title after the contemplated transfer.
- 5.1.4 The Vendor hands over the original title (certificate of occupancy) to the Purchaser and retain no document related to the land.

5.2 Other Covenants:

- 5.2.1 This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, terms or warranties not contained herein shall be binding on the parties.
- 5.2.2 No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.

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ARTICLE 6

6.0 DISPUTE RESOLUTION

- 6.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failure of which the matter shall be referred to a Court of competent jurisdiction under the laws of the United Republic of Tanzania.

ARTICLE 7

- 7.1 The Vendor must keep the Purchaser fully indemnified against all losses arising directly or indirectly out of any act or omission or negligence of the Vendor or any person expressly or impliedly with his authority and his control or any breach or non-observance by the Vendor of the covenants, conditions or other provisions of this Agreement or any of the matters to which this Agreement is subject.

ARTICLE 8

8.0 MISCELLANEOUS PROVISIONS

- 8.1 Each of the parties to this Agreement undertakes to take all steps necessary for its implementation and sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfil the object of this Agreement and in order to give full effect to its provisions.
- 8.1 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by the law.
- 8.2 This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and it replaces all other agreements, if any, in this regard.
- 8.3 The Agreement cannot be modified or amended except by a written document duly executed and authorized by each of the parties.
- 8.4 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 8.5 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner: -

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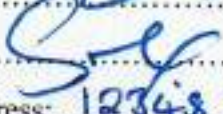
SIGNED AND DELIVERED at Dar es Salaam by the said VITUS NORBET LUTAMBI(administrator of the estate of the Late ALBANO NORBERT LUTAMBI) who is known to me personally/identified by AMINAH KHAN the latter being known to me personally; this 27 day of 12 2023


VENDOR

In my presence
Signature: 
Name: ZUBEDA SAIDI SHABANI
Qualification: ADVOCATE
Postal Address: BOX 486 DSM

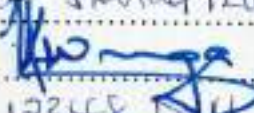


SEALED with the common seal of INSPECTORATE TANZANIA LIMITED
In our presence this 27th day of DECEMBER, 2023.

Name: SUSAN LYALO
Signature: 
Postal Address: 12348 DSM
Qualification: COMPANY SECRETARY



SEALED

Name: RAFAEL SAMUGI LINDA KATO
Signature: 
Postal Address: 12348 DSM
Qualification: DIRECTOR