

MKATABA WA UPANGAJI

MKATABA HUU wa upangaji unafanywa leo tarehe 20th Mwezi wa April, 2002

BAINA YA

KIJAKAZI MAULID wa S.L.P 60290 Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa {"**MWENYENYUMBA**"}) kwa upande mmoja.

NA

AISHA BAGAYO wa S.L.P Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa {"**MPANGAJI**"}) kwa upande mwingine.

KWA KUWA MWENYENYUMBA ni mmiliki halali wa nyumba iliyoko kwenye kiwanja Na.MSASANI NAMANGA, Dar es salaam

NA

KWA KUWA mwenyenyumba kwa hiari yake mwenyewe ana nia na ameamua kumpangisha mpangaji na mpangaji kwa hiari yake mwenyewe anakubali kupangishwa , upande mmoja wa nyumba hiyo

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:-

1. Kwa kodi ya pango ya shilingi Sabini elfu tu (70,000/=) kwa mwezi, mwenye nyumba anampangisha mpangaji na mpangaji anapanga upande mmoja nyumba hiyo iliyoko Msasani Namanga, Dar es salaam.
2. Pango ya jumla ya miezi 12 (mwaka mzima), ambayo ni sawa na shilingi laki nane arobaini elfu tu (840,000/=) imeshalipwa na mpangaji na mwenye nyumba kwa kusaini mkataba huu anathibitisha kupokea pango hiyo.
3. Nyumba hii inapangishwa kwa ajili ya makazi tu.
1. Mkataba huu wa upangaji ni kwa kipindi cha mwaka mmoja kuanzia tarehe 19/4/2002 lakini pia waweza kurudiwa kwa vipindi vingine vya mwaka mmoja mmoja kwa masharti haya haya na au yatakavyorekebishwa kwa makubaliano ya pamoja baina ya mwenye nyumba na mpangaji.
2. Gharama za bili za maji safi na taka na za umeme zitakuwa ni juu ya mpangaji akichangia na wapangaji wengine.
3. Mpangaji hataruhusiwa kumpangisha mpangaji mwingine bila kupata kwanza kibali cha maandishi cha mwenyenyumba.
4. Kila upande unayo haki ya kusitisha mkataba huu lakini ni kwa kuupa upande mwingine taarifa ya maandishi ya nia ya kusitisha mkataba huu ya miezi

mitatu(3) kabla ya tarehe unayokusudiwa kusitisha lakini bila kuathiri haki na wajibu wa upande wa pili wa mkataba huu.

5. Katika kipindi chote cha mkataba huu, sheria, taratibu na kanuni zote zinazoongoza upangaji zitafuatwa.
6. Endapo kutatokea mgogoro wowote katika kutafsiri na/au utekelezaji wa mkataba huu, basi kabla ya kufikishwa mahakamani au chombo chochote cha kisheria, ni lazima upitie kwanza kwenye baraza la usuluhishi ambalo litajumuisha watu watatu, mmoja atakayechaguliwa kutoka kila upande na kiongozi atakayechaguliwa na wasuluhishi watakao chaguliwa na kila upande kama ilivyo elezwa hapo juu.

Pande zote mbili zinakubaliana na masharti ya mkataba huu kwa kutia sahihi zao mbele ya majina yao kama inavyoonekana hapa chini.

UMESAINIWA na **KIJAKAZI MAULID**)
Ambaye ninamfahamu leo tarehe)
.....mwezi 2002 mbele yangu)

MWENYE NYUMBA

SAHIHI
ANUANI
WADHIFA

IMESAINIWA na **AISHA BAGAYO**)
Ambaye ametambulishwa kwangu na)
Kijakazi Maulid ninamfahamu leo tarehe)
..... mwezi wa April, 2002 mbele yangu)

MPANGAJI

SAHIHI
ANUANI
WADHIFA

SALE AGREEMENT

THIS AGREEMENT is made this.....day of.....2001

Between

KABEMBA SOMONA KINGULU of ZAMBIA (PASSPORT NO. ZH 63754) (hereinafter called "the vendor") of the one part

AND

ABDUL MAJID FUNDIKIRA of P. O. BOX 6852, Dar e salaam (hereinafter called "the PURCHASER") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, which expression shall include all his assigns and successors in title, is the owner of the Motor Vehicle (hereinafter called "the VEHICLE") the particulars whereof are set down hereunder:

Registration No. MMF 310 GP, Make M. BENZ, Chassis No. WDB22007520A68678, Engine No. 11396030117905.

AND WHEREAS the Vendor is desirous of disposing of the vehicle by way of sale to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Vendor sells the vehicle and the Purchaser buys the free from any encumbrances whatsoever at a price of US \$ 50,000 (Fifty Thousand dollars) (hereinafter referred to as "as the **PURCHASE PRICE**")
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of US \$ 50,000 only which is the total Purchase price.
3. That the Vendor has provided to the Purchaser the Vehicle transfer forms duly signed in order to enable the purchaser perform his obligation under Clause 4 herein under.
4. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.

5. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
KABEMBA SOMONA KINGULU)
who is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
ABDUL MAJID FUNDIKIRA who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

DEED OF EXCHANGE

The Deed of Exchange is made this.....day of.....2001

BETWEEN

NAFTAL M. NJOREE of P.O. Box 80026, Dar es salaam (hereinafter called the 1st Party) of the one part.

AND

OSCAR OSMUNDO TAWETE of P.O. Box 10031, Dar es salaam (hereinafter called the 2nd Party) of the other part.

WHEREAS the 1st Party has expressed his desire to enter into this agreement for the purpose of exchanging his motor vehicle with **Registration No. ARV – 55** make **Saloon, Chasser, Chassis No. S x 90 – 3004353, Engine No. 45 – 102725** with the 2nd Party herein.

WHEREAS the 2nd Party has expressed also his desire to enter into this agreement for the purposes of exchanging his motor vehicle with **Registration No. ARV – 520** make **Toyota Saloon** with **Chassis No. J 2STS6 – 0133536**, with the 1st Party.

AND WHEREAS both parties have expressed their desire to enter into this agreement upon terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESES as follows:-

1. That the 1st Party shall surrender his motor vehicle with Registration No.

- ARV – 55** to the 2nd Party upon signing of this Deed of Exchange.
2. That the 2nd Party shall surrender his motor vehicle with Registration No. **ARV – 520** to the 1st Party upon signing of this Deed of Exchange.
3. That the 1st Party shall pay the 2nd Party the sum of Tsh. 8,000,000/= (Say Eight Million Shillings only) upon signing of this Deed of Exchange as a consideration for acquiring 2nd Party's motor vehicle.
4. That each parties shall bear transfer fees in respect of motor vehicles so exchanged.
5. That both parties shall bear advocates fees.

IN WITNESS WHEREOF the parties have executed this Deed of Exchange in the manner appearing herein.

SIGNED and DELIVERED by the) _____
Said **NAFTAL M. NJOREE**) **NAFTAL M. NJOREE**
Who is known to me personally) 1st PARTY
this 13th day of June, 2001)

SIGNATURE
POSTAL ADDRESS
QUALIFICATION

SIGNED and DELIVERED by the) _____
Said **OSCAR OSMUNDO TAWETE**) _____
Who is known to me personally) **OSCAR OSMUNDO TAWETE**
this 13th day of June, 2001) 2ND PARTY

SIGNATURE
POSTAL ADDRESS
QUALIFICATION

SALE AGREEMENT

This agreement is made this.....day of.....2001

BETWEEN

MWAJUMA OMARY RUAMBO of P. O. Box 22794 Dar es salaam (hereinafter referred to as a **VENDOR**) of the one part.

AND

DR. JUVENARY JOHN RUTABANZIBWA of P. O. BOX 79676 DAR ES SALAAM (hereinafter referred to as the **PURCHASER**) of the other part.

WHEREAS MWAJUMA OMARY RUAMBO is the lawful Owner of the property situated on No. 6 **Block S TABATA SEGEREA, DAR ES SALAAM** with development therein. (herein referred to as the property)

AND WHEREAS the Vendor is desirous of selling the said Plot with development therein to the Purchaser and the Purchaser is desirous and has expressed his willingness to buy the said property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

1. That in consideration of Shillings Two million two hundred thousand only (2,200,000/=) payable by the purchaser to the Vendor, the vendor hereby sale to the purchaser who purchases the same free from any encumbrances what so ever.
2. That all the purchase price will be paid by the purchaser to the vendor in cash upon signing this agreement.
3. That the vendor will deliver certificate of Right of occupancy to the purchaser at the time of execution of this agreement.
4. The Purchaser will proceed to transfer and registrar the said property in his own name upon consent of the commissioner for lands. If the consent is withheld by the commissioner for lands this agreement will be null and void and of with no effect and parties will be restituted to their former position.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **MWAJUMA OMARY**)

RUAMBO who)
Is identified to me by)
the latter being personally known)
To me thisday of.....)
2001

VENDOR

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by)
The said **DR. JUVENARY JOHN**)
RUTABANZIBWA who)
Is identified to me by)
the latter being personally known)
To me thisday of.....)
2001

PURCHASER

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

THE REGISTRATION OF DOCUMENT ORDINANCE (CAP. 117)
TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO. 6
BLOCK "S"
TABATA SEGEREA
DAR ES SALAAM

IN CONSIDERATION of the sum of Shillings **ONE MILLION** only (Tsh. 1,000,000/=).
I, **MWAJUMA OMARY RUAMBO** of P.O. Box 22794 Dar es salaam **DO HEREBY**
TRANSFER to **DR. JUVENARY JOHN RUTABANZIBWA** of P.O. Box 79676, Dar
es salaam the remaining portion of the above **OFFER OF RIGHT OF OCCUPANCY**

AND

I, DR. JUVENARY JOHN RUTABANZIBWA of P.O. Box 79676, Dar es salaam **DO**
HEREBY APPLY to be **REGISTERED** as the **HOLDER** and **OCCUPIER** of the
OFFER OF RIGHT OF OCCUPANCY under the above reference on the terms and
conditions herein contained.

IN WITNESS WHEREOF parties have hereonto set their hands, against their
respective names in the manner appearing here under and on the day of year first
above written.

SIGNED and DELIVERED by	)	
The said MWAJUMA OMARY RUAMBO	)	
Who Is identified to me by	)	
the latter being personally known	)	_____
To me thisday of.....	)	TRANSFEROR
2001		

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by	)	
The said DR. JUVENARY JOHN RUTABANZIBWA	)	
Who Is identified to me by	)	
the latter being personally known	)	_____
To me thisday of.....	)	TRANSFeree
2001		

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SALE AGREEMENT

This agreement is made this **19th day of June 2001**

BETWEEN

MOHAMED MFAUME of P. O. Box 67522 Dar es salaam (herein referred to as the "VENDOR") of the one part.

AND

MASHAVU MUSSA HAMISI MFAUME of P. O. BOX 55089 Dar es salaam (herein referred to as the "PURCHASER") of the other part.

WHEREAS the vendor is the lawful Owners of the plots No. 232, Block 45C Kijitonyama with development therein situated in the city of Dar es salaam.

AND WHEREFORE the Vendor is desirous of selling the said Plot with development therein to the purchaser and the purchaser is desirous of buying the said plot.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS.

1. That in consideration of Shillings Five million only (5,000,000/=) payable by the purchaser to the Vendor , the vendor hereby sale to the purchaser who purchaser the same free from any encumbrances what so ever.
2. That all the purchase price has already been paid to the vendor upon execution of this agreement and the Vendor by signing this agreement acknowledges to receipt of the sum thereof.
3. That the vendor will deliver certificate of Right of occupancy/Title in respect thereof as the case may be to the purchaser at the time of execution of this agreement and upon received of the consideration.
4. That the purchaser shall effect transfer and registration of the Plot in her name and at her own costs.
5. The vendor shall cause the tenants residing at the property vacate from the same before or by the end of September, 2001.

IN WITNESS WHEREOF parties herein have duly executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **MOHAMED MFAUME**)
Who is identified to me by)
the latter being personally known)
To me this 19th day of June, 2001)

MOHAMED MFAUME

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by)
The said **MASHAVU MUSSA**)
HAMISI MFAUME who is identified)
to me by)
the latter being personally known)
To me this 19th day of June, 2001)

MASHAVU MUSSA
HAMISI MFAUME

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

TRANSFER OF RIGHT OF OCCUPANCY

**PLOT NO. 232
BLOCK 45C
KIJITONYAMA AREA
DAR ES SALAAM**

IN CONSIDERATION of the sum of shillings Five Million only (Tsh. 5,000,000/=)
I, MOHAMED MFAUME of P.O. Box 67522, Dar es salaam DO HEREBY
TRANSFER to MASHAVU MUSSA HAMISI MFAUME of P.O. Box 55089,
Dar es salaam the remaining portion of the above **RIGHT OF OCCUPANCY.**

IN WITNESS WHEREOF parties herein have duly executed these presents in the
manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **MOHAMED MFAUME**)
Who is identified to me by)
the latter being personally known)
To me this 19th day of June, 2001)

MOHAMED MFAUME

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said **MASHAVU MUSSA**)
HAMISI MFAUME who is identified)
to me by)
the latter being personally known)
To me this 19th day of June, 2001)

**MASHAVU MUSSA
HAMISI MFAUME**

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SALE AGREEMENT

This agreement is entered this 15th day of August, 2000

BETWEEN

MHAMAL CO. (T) LTD of P.O. Box 32478, Dar es salaam
(hereinafter referred to as the "Vendor") of one party.

AND

MRS. JUHUDI PAULO MKWAWA of P.O. Box 9140, Dar es salaam
(herein after referred to as the "Purchaser") of the other party

WHEREAS the vendor is the lawful registered owner of motor vehicle
TOYOTA DCM with registration No. TZJ 9069 (Minibus), Engine No.
14B – 1419520, Chassis No. BU 94 - 8004673.

WHEREAS the vendor is desirous of selling the said vehicle to the
purchaser who accept to buy the same.

NOW THEREFORE this present WITNESSETH as follows:-

1. Consideration of Tsh. 7,500,000/= payable in the following terms.
 - i) That Tsh. 1,000,000/= has been paid to the vendor by the purchaser on 15th day of August, 2000 and the vendor acknowledges the receipt of the same.
 - ii) That the remaining Tsh. 6,500,000/= will be payable by instalments as scheduled hereunder.
 - a) That Tsh. 1,800,000/= (Say One million Eight Hundred Thousand shillings only) will be paid by instalment at a rate of Tsh. 150,000/= One hundred Fifty thousand shillings only) per month from September, 2000 to August, 2001.
 - b) That Tsh. 2,000,000/= (Say shillings two million only) will be paid in cash on the 30th day of August, 2001.

- c) That Tsh. 1,200,000/= (Say shillings one million Two hundred thousands) shall be paid by instalment at the rate of Tsh. 100,000/= (Say one hundred thousands only) per month effectively from-

September, 2001 and the remaining of Tsh. 1,500,000/= (Say One Million Five -hundred thousand shillings only) will be paid cash on 30th October, 2002.
- d) That payments under paragraph 1(a) and (c) above, depends on the transactions generated out of the motor vehicle itself.
- e) The company has guaranteed the main tenance of the motor vehicle is engine, gear box and diff until the loan is sastified as per the agreement, failure of which this grantee.
2. That should the purchaser default to satisfy in full the above undertaken agreement, the vendor is at liberty to reposses the motor vehicle without any refund of the partly paid sum.
3. That the vendor will not hand over the motor vehicle's relevant documents to the purchaser for the transfer purpose until when and only when the purchaser price is fully satisfied, upon which the purchaser can proceed to transfer and/or register in her own name.
4. **That advocate costs for preparation of this agreement shall be borne by the purchaser.**

IN WITNESS WHEREOF parties herein have duly executed these presents in the manner and on the day of the year herein after appearing hereunder.

SEALED and DELIVERED by	)	_____
The SEAL MHAMAL CO. (T) LTD	)	COMPANY SEAL
this 15 th day of June, 2000	)	

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by)
The said **JUHUDI PAULO MKWAWA**)
Who is identified to me by)
the latter being personally known)
To me this 15th day of August, 2000)

PURCHASER

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

DRAWN AND FILED BY
KISHALULI & CO. ADVOCATES
SIDO HOSTEL BUILDING
BIBI TITI ROAD,
DAR ES SALAAM

SEALED and **DELIVERED** by)
The said **MHAMAL CO. (T) LTD**)
who is identified to me by)
.....)
the latter being personally known)
To me this 15th day of June, 2000)

COMPANY SEAL

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

THIS AGREEMENT is made this.....day of July, 2001.

BETWEEN

FLORA MTUI of P. O. Box 216 MARANGU MOSHI, (hereinafter called "the **VENDOR**") of the one part.

AND

ISAYA CHARLES KISAKA of P. O. Box 13967 DAR ES SALAAM (hereinafter called the "PURCHASER") of the other part:

WHEREAS the vendor, is desirous of disposing of the vehicle by way of sale to the Purchaser and the Purchaser is willing to buy the vehicle.

The particulars of the vehicle are set down here under:

Registration No. TZK 9266, Model TOYOTA HIACE, Chassis No. LH 125-0001261, Engine No. 3L-2336244.

NOW THEREFORE THIS AGREEMENT WITNESSTH;

1. That the vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. 2,400,000/= (Two million and four hundred thousands only) cash. (hereinafter referred to as "the Purchaser Price).
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tshs. 2,400,000/= only which is the total Purchase Price.
3. That the vendor will provide the Purchaser the vehicle transfer forms duly signed in order to enable the Purchaser perform his obligation under clause 4 herein under.
4. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.
5. That the vendor shall be liable to ensure the legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the Parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the)
Said **FLORA MTUI** who is)

Identified to me by.....)
.....)
the later being known to me)
personally thisday of July)
2001 in my presence)

VENDOR

SIGNATURE.....

ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the)
Said **ISAYA CHARLES**)
KISAKA who is)
Identified to me by.....)
.....)
the later being known to me)
personally thisday of July)
2001 in my presence)

PURCHASER

SIGNATURE.....

ADDRESS.....

QUALIFICATION.....

MKATABA WA MKOPO

MKATABA HUU wa mkopo unafanywa leo tarehe 9th Julai mwaka 2001.

Baina ya

ISAAC SANGA of P. O. BOX 42562 DAR ES SALAAM (ambaye kwa madhumuni ya mkataba huu ataitwa **MKOPESHAJI**) kwa upande mmoja.

Na

JOHN KINYAKI HUGO P. O. BOX 106054 Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa **MKOPAJI**) kwa upande mwingine.

KWA KUWA MKOPAJI anahitaji fedha na hivyo ana nia ya kukopa kutoka kwa mkopeshaji

Na

KWA KUWA MKOPESHAJI anao uwezo wa kumkopesha mkopaji kiasi cha Tshs. Million moja tu 1,000,000/=.

HIVYO BASI, MKATABA huu unashuhudia yafuatayo:-

1. Mkopeshaji anamkopesha mkopaji kiasi cha Tshs. Million moja tu (1,000,000/=).
2. Mkopo huu ni wa muda wa mwezi mmoja na utalipwa na faida ya Tshs. Laki tano tu (500,000/=)
3. Endapo mkopaji atashindwa kulipa deni hilo kwa muda wa mwezi mmoja, basi mkopo huo sasa utakuwa na riba ya 25% kwa mwezi.
4. Na endapo mkopaji atashindwa kulipa tena mkopo huo na riba yake kwa kipindi kingine cha miezi sita basi gari lililowekwa kama dhamana litataifishwa na kuwa mali ya mkopeshaji moja kwa moja.
5. Kama dhamana ya mkopo huo, mkopaji anaweka dhamana gari yake suzuki subaru saloon yenye namba za usajili KAL 684 F.
6. Gari hii litakabidhiwa kwa mkopeshaji ambaye atalitunza bila ya kulitumia kwa muda wote ambao mkopo huu utakuwa haujalipwa mpaka na mujibu wa mkataba huu.

Pande zote mbili zinakubaliana na masharti ya mkataba huu kwa kuweka sahihi zao hapa chini.

UMESAINIWA NA ISACK SANGA)
Ambaye ninamfahamu leo tarehe)
9/7/2001 mbele yangu

MKOPESHAJI

JINA

SAHIHI.....

ANUANI.....

WADHIFA.....

UMESAINIWA NA JOHN KINYAKI HUGO)
Ambaye ametambulishwa kwangu na)
ISAAC SANGA ambaye ninamfahamu)
Leo tarehe9/7/2001

MKOPAJI

JINA

SAHIHI.....

ANUANI.....

WADHIFA.....

**MKATABA WA KUUZA NYUMBA ILIYOKO MBEYA ROAD TOROLI, SEHEMU
ISIYOPIMWA.**

1. Sisi **FATUMA MAULID MPENDU , HADIJA MAULID MPENDU** na **ZUHURA MAULID MPENDU** sote kwa pamoja ndio wenye nyumba.
2. **JAPHET EMMANUEL RUTARE** wa **KIGOMA** ndio mnunzi wa nyumba.
3. Wenyenyeumba kwa hiari yao bila ya kulazimishwa na mtu yeyote yule wanania ya kuuza nyumba yao kwa bwana **JAPHET EMMANUEL RUTARE** kwa bei ya Tshs. 5,000,000/= (millioni tano tu)
4. BWANA **JAPHET EMMANUEL RUTARE** ambaye ni mnunzi amekubali kununua nyumba kwa bei ya Tshs. 5,000,000/= (milioni tano tu)
5. Mnunzi atakabidhiwa nyumba baada ya kulipa Tshs. 5,000,000/= (miilion tano) kwa wenyenyeumba na kusainiwa mkataba huu wa mauzo.
6. Wenyenyeumba watamkabidhi mnunzi nyumba mbele ya majirani na mwenyekiti wa Serikali za mitaa.
7. Baada ya kukabidhiwa ni jukumu la mnunzi, kulipa ada ya manisipaa na nyinginezo kulingana na sheria za ardhi isiopimwa.
8. Gharama zozote kuhusu tashuhuda za kisheria na za Serikali za mitaa zitlipwa kwa pamoja kati ya mnunzi na wauzaji.

1. **FATUMA MAULID MPENDU**
2. **HADIJA MAULID MPENDU**
3. **ZUHURA MAULID MPENDU**
(WAUZAJI)

1. **BWANA JAPHET EMMANUEL RUTARE**
(MNUNZI)

NIMETAMBULISHWA NA
Leo 13th July, 2001

MBELE YA.....
SAHIHI.....
CHEO.....

CAMEL RIDES & SAFARIS AGREEMENT

THIS AGREEMENT is made this 21st day of July, 200.

BETWEEN

KIMONGE ORIYO of P. O. BOX 70201, DAR ES SALAAM (Herein after referred to as the **"KO"**) of the one part.

AND

BAHARI BEACH HOTELS CO. LTD of P. O. BOX ,9312 DAR ES SALAAM (Herein after referred to as the **BBH**) of the other.

WHEREAS THE "KO" is the legal owner of the CAMELS

AND

WHEREAS THE "KO" is desirous of Providing the same to the **BBH** and the **BBH** agree to station and use the animal the same in the terms and conditions herein stipulated,

NOW THEREFORE this agreement witnesseth as follows:

1. That in consideration of profit sharing, **"KO"** undertake to provide three (3) camels to the **BBH**.
2. That the **BBH** undertakes,
 - (i) To station the camels Compound at Bahari Beach Hotels Compounds.
 - (ii) To provide accommodation for one camel attendant in one of the staff quarters.
 - (i) To allow all the camels to graze in the Bahari Beach Hotels Compound.
3. That the camels will be commercially used for various business and recreation activities such as but not limited to camel rides, camel safaries, taking photographs and, advertising etc with camels by various customers and **BBH**.
4. That the **BBH** will be charged with a duty of collecting revenue for and on behalf of The Camel owner as stipulated hereunder:

- (i) BBH will charge and collect the sum of Tshs. 500/= (say Five Hundred only) per person for dinner of Sunday Buffet and public Holiday for the camels project which sum will whole be remitted to the “KO” on every Monday and/or next day following the relevant activities referred to under this clause.
 - (II)(a) That BBH will charge and collect the sum of Tshs. 1500/= say One Thousand Five Hundred only per person per ride for camel riding.
 - (b) That BBH will charge and collect the sum of Tshs. 1,000/= (say One Thousand only) per person wishing to take photograph with camels.
- 5. That the revenue collected under subclause II of clause 4 above, shall be shared and distributed between the parties as follows.
 - (I) That KO owner shall be entitled to 80% of the total collection while.
 - (II) The BBH shall be entitled to 20% of the total collection.
- The sum shall be distributed and the “KO” be paid his entitlement under this clause in every Monday and/or the next day following the day in which camels had involved in activities.
- 6. That this agreement is for initial period of one year but may be renewed by Mutual agreement between the parties at the same terms or as may be reviewed by mutual agreement between the parties.
- 7. That terms and condition of this agreement may be reviewed after 3 months of the date of this agreement but for only camel activities and/or price chargeable per activities save that:
 - (i) That BBH shall not allow and/or contract with any other person to bring and to conduct the same camel and camel activities throughout the material times this agreement shall be valid
 - (ii) BBH shall allow and leave open to “KO” to add more camels and other attractions such as ostrich and other birds and reptiles but after consultation with the BBH.
- 8. That all of the above referred to camel activities shall be under the supervision of the BBH.

9. That parties by mutual agreement agrees to do any other activities in connection with the camel & other activities with a view of promoting Hotel Business of BBH.
10. That either party shall be at Liberty to determine this agreement provided that he gives the other party three (3) prior written notice of his intention to determine the same.

IN WITNESS whereof, parties have agreed on terms and conditions herein stipulated by signing against their respective names as herein after appearing.

SIGNED and EXECUTED at)
Dar es salaam By the said)
KIMONGE ORIYO who)
Is known tome personally)
this.....day July,)
2001 in my presence.)

KO

MOHAMED I. A. MKALI
P. O.BOX 12929
DAR ES SALAAM
ADVOCATE

SEAL by the Seal of the said)
BAHARI BEACH HOTELS CO.)
LTD this.....day of JULY,2001)
By :

SEAL

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

In the presence of

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

SALE AGREEMENT

This agreement is made this.....day of.....2001

BETWEEN

ALPHONCE NJUU of P. O. Box 19977 Dar es salaam (Hereinafter referred to as the "VENDOR")of the one part.

AND

STEPHEN BAGENDA of P. O. BOX 32555,Dar es salaam (hereinafter referred to as the "PURCHASER) of the other part.

WHEREAS THE VENDOR is a lawfully holder and registered owners of all that property described as Plot No. 581 Block "F" Tegeta area in the city of Dar es salaam, hereinafter referred the "PROPERTY".

AND WHEREAS the said Vendor is desirous of selling to the said PURCHASER and the purchasing the property at the terms and conditions herein stipulated.

NOW THEREFORE this deed witnesseth as follows:.

1. That in consideration of Shillings Three million only (3,000,000/=) payable by the purchaser to the Vendor, the vendor hereby sale to the purchaser who purchases the same free from any encumbrances what so ever.
2. That the purchase price shall be paid in lump sum at one go at the time of execution of this agreement.
3. That delivery of vacant possession and original offer of right of occupancy shall be effected by delivering original offer of right of occupancy and other original documents to the purchaser at the time of execution of this agreement.
4. That the vendor shall deliver vacant possession of the property to the purchaser free from any encumbrances whatsoever.
5. That costs of perpetration of this agreement, shall equally be shared by the parties while the costs for valuation report of the property and other statutory taxes and duties shall be met by the purchaser.

6. That the purchaser shall effect transfer and bear all costs of transfer and transfer fees and/or costs in incidental thereto the property in his name.
7. That this agreement is subject to consent of the commissioner for lands should refuse to give consent, then parties shall revert to their original position and the vendor shall refund to the purchaser all costs incurred by virtue thereof.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **ALPHONCE NJUU**)
who is identified to me by)
.....)
the latter being personally known)
To me thisday of.....)
2001

VENDOR

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by)
The said **STEPHEN BAGENDA**)
Who is identified to me by)
the latter being personally known)

PURCHASER

To me thisday of.....)
2001

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

THE REGISTRATION OF DOCUMENTS ORDINANCE

TRANSFER OF OFFER OF RIGHT OF OCCUPANCY

PLOT NO. 1206
BLOCK G
TEGETA
DAR ES SALAAM

IN CONSIDERATION of the sum of shillings One Million only (Tshs. 1,000,000/=)
I, MASUDI SELEMANI of P.O. Box 22288 DAR ES SALAAM, DO HEREBY
TRANSFER to SWALEHE YUSUFU KWEKA, of P.O. Box 1519, Dar es salaam the
remaining portion of the above **RIGHT OF OCCUPANCY** under the above reference.

SIGNED and DELIVERED by)
The said **MASUDI SELEMANI**)
Who is identified to me by)
the latter being personally known)
To this day of, 2001)

TRANSFAROR

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)

The said **SWALEHE YUSUFU**)
KWEKA who is identified)
to by) TRANSFAREE
the latter being personally known)
To me this day of 2001)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SALE AGREEMENT

THIS AGREEMENT is made this.....day of.....2001

Between

RAS SIMBA KUNA MAMBA)for and on behalf of MOHAMED SALIM
MOHAMED) of P. O. Box 5372, DAR ES SALAAM (hereinafter called
“the Seller”) of the one part

AND

DR. AWAMI ISSA MAGWIRA of P. O. Box 82, IFAKARA (hereinafter
called “the Buyer”) which expression includes his heirs, assigns and
successors in title of the other part:

WHEREAS the Seller, has legally been assigned by the registered
owner of the Motor Vehicle (hereinafter called “the VEHICLE”) one
MOHAMED SALIM MOHAMED who is my son to dispose of the
vehicle the particulars whereof are set down hereunder:

Registration No. MG 7313, Chassis No. GX 81 – 3123227.

WHEREAS the Seller is desirous of disposing of the vehicle by way
of sale to the Buyer and the Buyer is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Seller sells the vehicle and the Buyer buys the same free from any encumbrances whatsoever at a price of Tshs. 2,000,000/= (Two Million only) (hereinafter referred to as "as the **PURCHASE PRICE**")
2. That the Buyer has at the date of execution of this agreement paid to the Seller the sum of Tshs. 2,000,000/= only which is the total Purchase price.
3. That the Seller will provide the Buyer the Vehicle transfer forms duly signed by the registered owner in order to enable the Buyer perform his obligation under Clause 4 herein under.
4. The Buyer undertakes to complete all formalities relating to the transfer of the vehicle into his name.
5. That the Seller shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and DELIVERED by the said)
 RAS SIMBA)
 who is identified to me by)
)
 the latter being known to me personally)
 thisday of.....2001)
 in my presence.

 SELLER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by the said)

DR. AWAMI ISSA MAGWIRA who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

BUYER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

MAKUBALIANO YA KUUZIANA GARI

MAKUBALIANO HAYA yamefanyika leo tarehe 29 mwezi wa Octoba, 2000

KATI YA

ALLAN O. MROKI wa sanduku la Posta 15027, Dar es salaam, raia wa Tanzania (Ambaye anajulikana kama muuzaji) kwa upande mmoja

NA

GASPAR MINJA, wa sanduku la Posta 18042, Dar es salaam (Ambaye atajulikana kama mnunuzi kwa upande mwingine.

KWA VILE muuzaji anayo gari yake **TOYOTA PICK – UP S/ CABIB TEB – 7889**, Chassis RN45-0015833, Engine Na. 1212 ambayo ni **KUKUU**, ambayo iliingizwa nchini mwaka 1991;

NA KWA VILE Muuzaji anayo nia ya kumuuzia mnunuzi gari hiyo na mnunuzi nae anayo nia ya kuinunua gari hiyo kwa matumizi yake binafsi,

HIVYO BASI: Mkataba huu unashuhudia kama ifuatavyo:-

1. Kwamba, muuzaji amemuuzia mnunuzi gari hiyo yenye maelezo hayo hapo juu leo tarehe 29 mwezi wa Octoba, mwaka 2000.
2. Kwamba, bei ya kuuziana gari hilo ni shilingi laki sita (Tsh. 600,000/=) ambazo leo mnunuzi atamlipa muuzaji pesa zote yani Tsh. 600,000/= wakati wa kutia saini makubaliano haya.
3. Kwamba, shughuli za kubadilisha jina la gari hilo kuwa katika jina la mnunuzi, wote wawili wahusika watahirikiana katika ubadilishaji wa jina la gari hilo.
4. Kwamba gharama zozote zitakazo jitokeza katika shughuli hii ya ununuzi wa gari na ubadilishaji/ukamilishaji wa hati za gari hilo zitakuwa juu ya mnunuzi.

KAMA USHAHIDI, wahusika wametia saini zao hapa Dar es salaam kwa majina na kwa tarehe kama ifuatavyo:-

IMETIWA SAINI na **ALLAN O. MROKI**)
Ambaye ninamfahamu/nimetambulishwa)
Kwake na **LAURENCE SAWE** leo tarehe)
29 Mwezi wa October, mwaka, 2000 mbele)
yangu.

ALLAN O. MROKI

SAINI YA SHAHIDI.....
ANUANI YA POSTA.....
WADHIFA.....

IMETIWA SAINI na **GASPAR MINJA**)
Ambaye ninamfahamu/nimetambulishwa)
Kwake na **LAURENCE SAWE** leo tarehe)
29 Mwezi wa October, mwaka, 2000 mbele)
yangu.

GASPER MINJA

SAINI YA SHAHIDI.....
ANUANI YA POSTA.....
WADHIFA.....

MAKUBALIANO HAYA YAMESHUHUDIWA NA
MSEMWA & CO. ADVOCATES
NIC LIFE HOUSE BUILDING,
GROUND FLOOR, ROOM NO. 8
P.O. BOX 12929
DAR ES SALAAM

LOAN AGREEMENT

THIS AGREEMENT is made this 4th August, 2001

BETWEEN

FULLA J. MABULA of P. O. BOX 9024 of Dar es salaam (hereinafter referred to as "the borrower" of the one part .

AND

NOVATI M. and JULIANA L. of P. O. Box 9024, Dar es salaam hereinafter referred to as "the Lender" of the other part.

WHEREAS the borrower have represented herself as the lawful owner of motor vehicle make Toyota Carina Saloon, White in colour, Reg. No. TZK 1949 Engine No. 3A 515608, Chassis No. A A60-0041314, Registered in the name of PAUL K. NDOSA (Hereinafter referred to as the vehicle)

AND WHEREAS the borrower is desirous of borrowing Tshs. 1,400,000/= (One million four hundred thousand only) from the lender, and the lender is willing to lend the said amount to the borrower upon the terms and conditions hereinafter appearing:-

NOW THIS AGREEMENT WITNESSTH as follows:-

1. The Borrower hereby borrows Tshs. 1,400,000/= from the lender and the lender hereby lends Tshs. 1,400,000/= to the borrower, Receipt whereof the borrower acknowledges upon signing these presents.
2. That the said amount shall attract interest of 50% per month throughout the period it remains with the borrower.
3. The borrower shall surrender the said vehicle to the lender together with its original registration card No. C 00219082.
4. That the lender will use the said vehicle throughout the period when the principal amount and interest or any part thereof remained unpaid by the borrower.

IN WITNESS whereof the parties hereto have signed these present in the manner hereinafter appearing:-

SIGNED and **DELIVERED** by the said)
FULLA J. MABULA who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
NOVATI M. AND JULIANA L. who)
Are identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

NOVATI

JULIANA

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

This agreement is made this 11th day of August, 2001

BETWEEN

MSAFIRI LAURENT of P.O. Box 14413, Dar es salaam (hereinafter called "the vendor") of the one part

AND

AIDAN MYUKI of P. O. Box 10025, Dar e salaam (hereinafter called "the PURCHASER") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, which expression shall include all his assigns and successors in title, is the owner of the Motor Vehicle (hereinafter called "the VEHICLE") the particulars whereof are set down hereunder:

Registration No. TZQ 4985, TOYOTA MARK II, Chassis No. GX 81-3099185, Make 1989.

AND WHEREAS the Vendor is desirous of disposing of the vehicle by way of sale to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tsh. 3,200,000/= (Three million two hundred thousand only) (hereinafter referred to as " the **PURCHASE PRICE**")
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tsh. 2,400,000/= (Two million four hundred thousand only).
3. That the balance will be paid within thirty days (30 days) from the date of signing this agreement.
4. That the vendor upon execution of this agreement will hand over relevant document of the vehicle to the purchaser who will proceed to transfer the same in his own name.

5. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.
6. That all parties undertake to bear professional charges for the preparation of this agreement on equal basis.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and DELIVERED by the said)
MSAFIRI LAURENT)
who is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by the said)
AIDAN MYUKI who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

MKATABA WA UPANGAJI

MKATABA HUU wa upangaji unafanywa leo tarehe 13 Mwezi wa Agosti, 2001

BAINA YA

CHARLES A. SANGA wa S.L.P 2393 Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa {**"MWENYENYUMBA"**} kwa upande mmoja.

NA

BENJAMINI MABUSSU wa S.L.P..... Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa {**"MPANGAJI"**} kwa upande mwingine.

KWA KUWA MWENYENYUMBA ni mmiliki halali wa nyumba iliyoko kwenye kiwanja Na. 112 Kitalu **"K"** Mbezi Beach, Dar es salaam.

NA

KWAKUWA mwenyenye nyumba kwa hiari yake mwenyewe ana nia na ameamua kumpangisha mpangaji na mpangaji kwa hiari yake mwenyewe anakubali kupangishwa nyumba hiyo,

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:-

1. Kwa kodi ya pango ya shilingi themanini na tano tu (50,000/=) kwa mwezi, mwenye nyumba anampangisha mpangaji na mpangaji anapanga nyumba nzima iliyoko kwenye kiwanja Na. 112 Kitalu **"K"** Mbezi Beach, Dar es salaam.
2. Pango ya jumla ya miezi 12 (mwaka mzima, ambayo ni sawa na shilingi laki sita tu Tsh. 1600,000/= imeshalipwakwa mwenye nyumba wakati kusaini mkataba huu.
3. Nyumba hii inapangishwa kwa ajili ya makazi tu.
4. Mkataba huu wa upangaji ni kwa kipindi cha mwaka mmoja kuanzia tarehe 13/8/2001 hadi tarehe 12/8/2002 lakini pia waweza kurudiwa kwa vipindi vingine vya mwaka mmoja mmoja kwa masharti haya haya na au yatakayo rekebishwa kwa makubaliano ya pamoja baina ya mwenye nyumba na mpangaji.
5. Gharama za nyumba hiyo kama inahitaji matengenezo mpangaji atagharamia matengenezo hayo ya nyumba hiyo kwa kadiri atakavyoona inafaaa akimshirikisha mwenye nyumba na kuwasilisha gharama zake za matengenezo hayo kwa mwenyenye nyumba. Gharama hizo za ujenzi, zitahesabiwa na kukatwa kama kodi ya pango ya nyumba hiyo kwa kipindi

cha pili cha upangaji kitakacho anzia tarehe 12/8/2002 na itaendelea kukatwa hivyo hadi gharama zote zitakapoisha.

6. Gharama za bili za maji safi na taka na za umeme na gharama za ulinzi zitakuwa ni juu ya mpangajiMpangaji hataruhusiwa kumpangisha mpangaji mwingine bila kupata kwanza kibali cha maandishi cha mwenyenyumba.
7. Kila upande unayohaki ya kusitisha mkataba huu lakini ni kwa kuupa upande mwingine taarifa ya maandishi ya nia ya kusitisha mkataba huu ya miezi mitatu(3) lakini bila kuathiri haki na wajibu wa upande wa pili wa mkataba huu.
8. Katika kipindi chote cha mkataba huu, sheria, taratibu na kanuni zote zinazoongoza upangaji zitafuatwa.
9. Endapo kutatokea mgogoro wowote katika kutafsiri na/au utekelezaji wa mkataba huu, basi kabla ya kufikishwa mahakamani au chombo chochote cha kisheria, ni lazima upitie kwanza kwenye baraza la usuluhishi ambalo litajumuisha watu watatu, mmoja atakayechaguliwa kutoka kila upande na kiongozi atakayechaguliwa na wasuluhishi watakao chaguliwa na kila upande kama ilivyo elezwa hapo juu.

Pande zote mbili zinakubaliana na masharti ya mkataba huu kwa kutia sahihi zao mbele ya majina yao kama invyoonekena hapa chini.

UMESAINIWA na HASAN A. MALIMA)
Ambaye ninamfahamu leo tarehe)
.....mwezi 2001 mbele yangu)

MWENYE NYUMBA

SAHIHI
ANUANI
WADHIFA

IMESAINIWA na BLANDINA F. KITIME)
ambaye ninamfahamu leo tarehe)
5 mwezi wa Mei, 2001 mbele yangu)

MPANGAJI

SAHIHI
ANUANI
WADHIFA

MKATABA WA KUUZIANA KIWANJA

MKATABA HUU umefanyika leo tarehe 12 Mwezi wa Juni, 2001

KATI YA

FATUMA RAJABU wa S.L.P 45006, Dar es salaam (ambaye kwa madhumuni ya mkataba huu ataitwa {"**MUUZAJI**"}) kwa upande mmoja.

NA

BIBI NA BWANA HAMISI MUSTAPHA KUHENGA wa S.L.P 79407, Dar es salaam (ambao kwa madhumuni ya mkataba huu wataitwa {"**WANUNUZI**"}) kwa upande mwingine.

KWA KUWA MUUZAJI ni mmiliki halali wa Kiwanja kilichopo kwenye Plot Na. 774, Block "B" kilichopo Kinyerezi , Dar es salaam.

NA

KWAKUWA MUUZAJI kwa hiari yake mwenyewe ana nia na ameamua kuwauzia wanunuzi kiwanja hicho kilichopo kwenye Plot Na. 774, Block "B", Kinyerezi Dar es salaam na Wanunuzi kwa hiari yao wenyewe wameamua kununua kiwanja hicho.

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:-

1. Kwa muuzaji amekubali kuuza kiwanja hicho kwa gharama ya Tsh. 400,000/= tu na wanunuzi amekubali kununua kiwanja hicho kikiwa hakina matatizo yoyote.
2. Kwamba wanunuzi wamelipa Tsh. 400,000/= ambazo ni gharama za ununuzi wa kiwanja hicho wakati wa kusaini mkataba huu.
3. Kwamba muuzaji atawakabidhi wanunuzi kiwanja hicho pamoja na document zozote zile kama zipo zinazohusu umilikaji wa kiwanja hicho wakati wa kusaini mkataba huu.

HIVYO BASI mkataba huu unathibitishwa na wahusika kwa kusaini kwa hiari yao mbele ya majina yao.

UMESAINIWA na FATUMA RAJABU)
Ambaye ninamfahamu leo tarehe)
.....mwezi 2001 mbele yangu)

MUUZAJI

SAHIHI
ANUANI
WADHIFA

IMESAINIWA na Bwana HAMISI MSTAPHA
KAHENGGA na Bibi HAMISI MUSTAPHA KUHENGGA
ambao ninawafahamu leo tarehe
..... mwezi wa Juni, 2001 mbele yangu

)_____
)HAMISI MUSTAPHA KUHENGGA
)_____
)Bi. HAMISI MUSTAPHA KUHENGGA

SAHIHI
ANUANI
WADHIFA

SALE AGREEMENT

THIS AGREEMENT is made this **22nd** day of **AUGUST,2001**

Between

MUHSIN ATHUMANI MKONGO of P. O. BOX, **16060**, DAR ES SALAAM (hereinafter called "**the VENDOR**") of the one part

AND

ABDULLATIF IBRAHIM of P. O. BOX **20915**, Dar e salaam (hereinafter called "**the PURCHASER**") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, which expression shall include all his assigns and successors in title, is the owner of the Motor Vehicle (hereinafter called "**the VEHICLE**") the particulars whereof are set down hereunder:

Registration No.	TZD 5425,
Model	TOYOTA CORONA,
Chassis No.	51140-0002638
Engine No.	IS-0027386.

AND WHEREAS the Vendor is desirous of disposing of the vehicle by way of sale to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. **1,200,000/=** (One million two hundred thousand only) (hereinafter referred to as "**as the PURCHASE PRICE**"))
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tshs. **1,200,000/=** only which is the total Purchase price.
3. That the Vendor has provided to the Purchaser the Vehicle transfer forms duly signed in order to enable the purchaser perform his obligation under Clause 4 herein under.

4. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.
5. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and DELIVERED by the said)
MUHSIN ATHUMAN MKONGO)
who is identified to me by)
.....)
the latter being known to me personally)
thisday of AUGUST,2001)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by the said)
ABDULLATIF IBRAHIMU who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

THIS AGREEMENT is made this.....day of.....2001

Between

TOZIRI BARAKA of P. O. BOX 7059 Dar es salaam)for and on behalf of EDWARD J. K. NKEMBO) of DAR ES SALAAM (hereinafter called "the Seller") of the one part

AND

KASSIAN MBENA of P. O. Box 130, DAR ES SALAAM (hereinafter called "the Buyer") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the Seller, has legally been assigned by the registered owner of the Motor Vehicle (hereinafter called "the VEHICLE") one EDWARD J. K. NKEMBO who is my friend to dispose of the vehicle the particulars whereof are set down hereunder:

Registration No. TZL. 895, Chassis No. AA60-9039623, Engine No. 3A-2026433

WHEREAS the Seller is desirous of disposing of the vehicle by way of sale to the Buyer and the Buyer is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Seller sells the vehicle and the Buyer buys the same free from any encumbrances whatsoever at a price of Tshs. 1,700,000/= (One Million Seven hundred thousands only) (hereinafter referred to as "as the **PURCHASE PRICE**")
2. That the Buyer has at the date of execution of this agreement paid to the Seller the sum of Tshs. 1,700,000/= only which is the total Purchase price.
3. That the Seller will provide the Buyer the Vehicle transfer forms duly signed by the registered owner in order to enable the Buyer perform his obligation under Clause 4 herein under.

4. The Buyer undertakes to complete all formalities relating to the transfer of the vehicle into his name.
5. That the Seller shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
TOZIRI BARAKA)
who is known to me personally) SELLER
thisday of.....2001)
in my presence.

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
KASSIAN MBENA who)
is identified to me by)
.....)
the latter being known to me personally) BUYER
thisday of.....2001)
in my presence.

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

THIS AGREEMENT is made this **23rd** day of **AUGUST,2001**

Between

BAKARI FAKI of P. O. BOX, 71438, DAR ES SALAAM (hereinafter called "**the VENDOR**") of the one part

AND

SEIF SHABANI KITUMBO of P. O. BOX 9140, Dar e salaam (hereinafter called "**the PURCHASER**") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, which expression shall include all his assigns and successors in title, is the owner of the Motor Vehicle (hereinafter called "**the VEHICLE**") the particulars whereof are set down hereunder:

Registration No.	TZN 8625,
Model	ISUZU JOURNEY (MINIBUS),
Chassis No.	BE22 - 890692
Model	BE – 22
Make	1986

AND WHEREAS the Vendor is desirous of disposing of the vehicle by way of sale to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. **4,500,000/=** (Four million five hundred thousand only) (hereinafter referred to as "**as the PURCHASE PRICE**")
2. That the Purchaser has at the date of execution of this agreement paid to the vendor an advance sum of Tshs. **3,500,000/=** only which is the total Purchase price and the balance of Tsh. 1,000,000/= shall be payable within a month from the date of the agreement.
3. That the Vendor has provided to the Purchaser the Vehicle transfer forms duly signed in order to enable the purchaser perform his obligation under Clause 4 herein under.
4. That the vendor will hand over original registration card together with the vehicle to the purchase at the date of execution of this agreement.
5. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.

6. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and DELIVERED by the said)
BAKARI FAKI)
who is identified to me by)
.....)
the latter being known to me personally)
this 22nd day of AUGUST, 2001)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by the said)
SEIF SHABAANI KITUMBO who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2001)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

LOAN AGREEMENT

This agreement is made this.....day of.....2001

BETWEEN

COLMAN HOLDINGS (T) LTD of P. O. Box, Dar es salaam
(hereinafter referred to as a LENDER) of the one part.

AND

MSEMWA & CO. ADVOCATES of P. O. Box 12929, Dar es salaam (hereinafter referred to as the Borrower) of the other part.

AND WHEREAS the Lender is desirous and willing to lend to at the request of the Borrower, Tshs. 1,000,000/= say shillings One million that the Borrower can pay initial rentals at NIC Investment House.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS.

1. That the Lender will advance to the borrower a loan of Tshs. 1,000,000/= say shillings One million, upon signing of this agreement.
2. That the Borrower will use the said loan of shilling one million under the terms and conditions, as stipulated, hereunder:-
 - (i) The Borrower will refund the said sum of Tsh. 1,000,000/- within three months from the date of signing of this agreement.
3. That should the Borrower default in paying the interest due, and/or principle sum the Lender will be at liberty to terminate this Agreement and the take necessary legal action to recover the advanced money plus interest, upon issuance of necessary notice as aforesaid.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by _____)
The said **COLEMAN HOLDINGS (T) LTD**)
Who is identified to me by)
the latter being personally known)
To me thisday of.....)
2001

LENDER

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by)
The said **MSEMWA & CO. ADVOCATES**)
who Is identified to me by)
the latter being personally known)
To me thisday of.....)
2001

BORROWER

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

This agreement is made this.....day of.....1997

BETWEEN

NICHOLAS ORGENES MTUI of P. O. Box 22185 Dar es salaam herein after referred to as "the Vendor") of the one part.

AND

JOHN MKUMBWA of P. O. BOX 21928 of Dar es salaam (hereinafter referred to as "the Purchaser ") of the other part.

WHEREAS the vendor is the beneficial owner of **ALL THAT** piece of land **KNOWN AS** Plot NO. 871, Block "J" Mbezi M Density Dar es salaam together with the structures and improvements thereon comprised in a right of occupancy under letter of Office Ref. No. DCC/OD/50276 Dated 11/2/1992 and duly accepted on 3/3/1992 (hereinafter referred to as "the Property")

WHEREAS the Vendor is desirous of selling to the Purchaser and the purchaser is desirous of buying from the vendor, the property at a price of Shilling Four Million (Tshs.4,000,000/=) only free from any encumbrance whatsoever.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS.

1. That in consideration of Shillings Four million Shillings only (4,000,000/=) only being the total purchase price of the property on execution of this agreement shall be paid to the vendor by the purchaser.
2. The vendor has delivered the property to the purchaser.
3. The vendor shall simultaneously with the execution of this agreement executed a Transfer Deed transferring the Right of Occupancy to the purchaser.
4. That this agreement is valid and any other agreement which has been entered between any of the parties before or/after the date of signing of this agreement shall be null and void.
5. The vendor hereby covenants with the purchaser to pay, satisfy and discharge all outgoing and liabilities in respect of the property period to vacation possession of the property passing to the purchaser, and undertakes to indemnify the Purchaser against all actions and proceedings in connection

with or incidental to the breach by the vendor of his undertaking and covenants herein contained.

6. The purchaser shall pay property tax, land rent and other outgoing of the property when he vacates the suit premises upon signing this agreement.
7. The parties hereto agree that shall use their best endeavors to seek and obtain consent from the Land Office to the transfer of this property.
8. This agreement is subject to the consent of the land office being granted to the transfer and in the event that such consent is refused thereon, both parties shall revert to their original positions as if no agreement for sale and the Deed of Transfer of Right of Occupancy has been executed, and any money paid by the purchaser to the vendor shall be refunded by the vendor.

IN WITNESSETH THEREOF the parties herein have executed these presents having read and understood the same in the manner and on the day and year hereinafter appearing.

SIGNED and DELIVERED by the said)
NICHOLAS ORGENES MTUI who is identified to me by)
.....the latter being known to me personally) VENDOR
in my presence this.....day of1997)

Signature
Postal address
Qualification

SIGNED and DELIVERED by the said)
JOHN MKUMBWA)
who is identified to me by)
.....the latter being known to me personally) PURCHASER
in my presence this.....day of1997)

Signature
Postal address

Qualification

SALE AGREEMENT

This agreement is made this.....day of.....2000

BETWEEN

JAMAL AHMED .of P. O. Box 16552 Dar es salaam herein after referred to as “the Vendor”) of the one part.

AND

JEROME JOSEPH MSEMWA, Intrust of ABRAHAM JEROME MSEMWA, (MINOR), of P. O. BOX 12929 of Dar es salaam (hereinafter referred to as “the Purchaser “) of the other part.

WHEREAS the vendor is the beneficial owner of **ALL THAT** piece of land **KNOWN AS** Plot No. 387 Tittle No. 30669 Block Mbezi Beach Dar es salaam together with the house foundation thereon comprised in a right of occupancy (hereinafter referred to as “the Property”)

WHEREAS the Vendor is desirous of selling to the Purchaser and the purchaser is desirous of buying from the vendor, the property at a price of TshsTen million only. (10,000,000/=) only free from any encumbrance whatsoever.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS.

1. That in consideration of Tshs Ten million (10,000,000/=) only being total purchase price of the property on execution of this agreement shall be paid to the vendor by the purchaser..
2. The vendor has accepted from the Purchaser Tshs. Ten million only(TShs.10,000,000/=) only being total selling price of the property.
3. The vendor has delivered the property to the purchaser.
4. The vendor shall simultaneously with the execution of this agreement executed a Transfer Deed transferring the Right of Occupancy to the purchaser.
5. That this agreement is valid and any other agreement which has been entered between any of the parties before or/after the date of signing of this agreement shall be null and void.
6. The vendor hereby covenants with the purchaser to pay, satisfy and discharge all outgoing and liabilities in respect of the property and undertakes to indemnify the

Purchaser against all actions and proceedings in connection with or incidental to the breach by the vendor of his undertaking and covenants herein contained.

7. The purchaser shall pay property tax, land rent and other outgoing of the property when he vacates the suit premises upon signing this agreement.
8. The parties hereto agree that shall use their best endeavors to seek and obtain consent from the Land Office to the transfer of this property.
9. This agreement is subject to the consent of the land office being granted to the transfer and in the event that such consent is refused thereon, both parties shall revert to their original positions as if no agreement for sale and the Deed of Transfer of Right of Occupancy has been executed, and any money paid by the purchaser to the vendor shall be refunded by the vendor.

IN WITNESSETH THEREOF the parties herein have executed these presents having read and understood the same in the manner and on the day and year hereinafter appearing.

SIGNED and DELIVERED by the said)
JAMAL AHMED who is identified to me by)
.....the latter being known to me personally)
in my presence this.....day of2000) **VENDOR**

Signature
Postal address
Qualification

SIGNED and DELIVERED by the said)
JEROME JOSEPH MSEMWA, Intrust of)
ABRAHAM JEROME JOSEPH)
MSEMWA, (MINOR), who is identified to me by)
.....the latter being known to me personally)
in my presence this.....day of2000) **PURCHASER**

Signature
Postal address
Qualification

DRAWN BY:
SABAS KIWANGO & CO.
ADVOCATES
PLOT 649/32 SAMOR AVENUE
P. O. BOX 60755
DAR ES SALAAM.

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TRANSFER OF A RIGHT OF OCCUPANCY

C. T. NO. 30669

PLOT NO. 387 MBEZI BEACH

DAR ES SALAAM

IN CONSIDERATION of the sum of Shillings 2,000,000/= (TWO MILLION SHILLINGS ONLY I, **JAMAL AHMED** of P.O. Box 16552, DAR ES SALAAM DO **HEREBY TRANSFER** to **JEROME JOSEPH MSEMWA, intrust of ABRAHAM JEROME MSEMWA (MINOR)**, of P.O. Box 12929 DAR ES SALAAM the Right of Occupancy under the above reference.

SIGNED and DELIVERED by)
The said **JAMAL AHMED**)
Who Is identified to me by)
the latter being personally known)
To me thisday of.....) **TRANSFEROR**
2000)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said **JEROME JOSEPH MSEMWA,**)
intrust of ABRAHAM JEROME)
MSEMWA (MINOR), Who Is known to me)
personally this.....day of.....2000)
TRANSFeree

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

DRAWN BY:
SABAS KIWANGO & CO.
ADVOCATES
PLOT 649/32 SAMOR AVENUE
P. O. BOX 60755
DAR ES SALAAM.

THE REGISTRATION OF DOCUMENT ORDINANCE (CAP. 117)

TRANSFER OF A RIGHT OF OCCUPANCY

LETTER OF OFFER DCC/LD/50276

DATED 11/2/92

NO. 871 BLOCK "J" MBEZI MEDIUM DENSITY

DAR ES SALAAM

IN CONSIDERATION of the sum of Shillings 2,500,000/= (TWO MILLION HUNDRED THOUSAND only I, **NICHOLAS ORGENEST MTUI** of P.O. Box 22185, DAR ES SALAAM DO **HEREBY TRANSFER** to **PETER GEORGE MPOGOLE** of P.O. Box 76224, DAR ES SALAAM the Right of Occupancy under letter Ref. DCC/LD/50276 dated 11/02/1992 duly accepted on 03/03/1992.

SIGNED and DELIVERED by)
The said **NICHOLAS ORGENEST MTUI**)
Who Is identified to me by)
the latter being personally known)
To me thisday of.....) **TRANSFEROR**
1997)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said **PETER GEORGE MPOGOLE**)
Who Is identified to me by)
the latter being personally known)
To me thisday of.....) **TRANSFeree**
1997)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

LEASE AGREEMENT

This agreement is made this.....day of.....2001

BETWEEN

KURWA ALLY MAZAMBA of P. O. Box 3607 Dar es salaam (Hereinafter referred to as the "**LAND LORD**") of the one part.

AND

ALLY ABDULRAUF ABDALLAH of P. O. Box....., Dar es salaam (hereinafter referred to as the "**TENANT**") of the other part.

WHEREAS THE LANDLORD is a lawfully holder and registered owners of all that property described as House No. 23, Rufiji Street, Kariakoo area in the city of Dar es salaam, hereinafter referred the "**PROPERTY**".

AND WHEREAS the said Landlord is desirous of letting to the said Ternant at the terms and conditions herein stipulated.

NOW THEREFORE this deed witnesseth as follows:.

1. Tenant to renovate items appended to this agreement whereby the tenant and the Landlord will bear equal repair costs.
2. The Tenants repair costs will be deducted from rentals as follows:-
 - (a) First year, no deduction.
 - (b) 2nd year, 1/4 of the rent.
 - (c) 3rd year, 1/2 of the rent.
 - (d) 4th year, 1/2 of the rent.
 - (e) 5th year, 1/2 of the rent.
3. That monthly rental shall be Tshs. 80,000/= for the first two years.
4. That for the 3rd, 4th and 5th years monthly rentals will be Tshs. 120,000/=.

5. That the Landlord shall be responsible to pay land rent for the five years under the lease.
6. That the tenants shall be responsible for payment of water and electrical bills for the five years under the lease.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **KURWA ALLY MAZAMBA**)
who Is identified to me by)
.....)
the latter being personally known)
To me thisday of.....)
2001

LANDLORD

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and DELIVERED by)
The said **ALLY ABDULFAUF**)
ABDALLAH Who is identified)
to me by)
the latter being personally known)

TENANT

To me thisday of.....)
2001

NAME:.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

This agreement is made this.....day of.....2001

BETWEEN

SHABANI MUSTAFA of P. O. Box , Dar es salaam (herein after referred to as the vendor) of one part.

AND

SALVATORY D. NJAU of P. O. Box.....Dar es salaam (herein after referred to as Purchaser) of the other part.

WHEREAS the Vendor is an Administrator of the estate of the late of MUSTAFA who is the registered and a lawful Owner of all that property comprised on Plot No. Block “G” TEGETA Area Kinondoni municipal within the city of Dar es salaam (herein referred to as a property).

AND WHEREAS the Vendor is desirous of selling the said Plot with development therein to the Purchaser and the Purchaser is desirous of buying the said property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

1. That in consideration of Tanzania shilling Two Million Five Hundred Thousand only (Tshs. 2,500,000/=) payable by the purchaser to the Vendor , the vendor hereby sales to the purchaser the said property who purchases the same free from any encumbrances what so ever.
2. That the Purchase price shall be payable as follows.
 - (a) Tshs. 500,000/= say Five Hundred Thousand only shall be payable upon execution on this agreement.
 - (b) The balance of Tshs. 2,000,000/= say Two million only, shall be payable in two equal installment effectively..... days from the date when the vendor shall hand over to the purchase the original offer of right of occupancy in respect thereof duly registered in the vendors name.
 - (c)
3. That the vendor shall take all necessary steps to insure that he hand over original offer of Right of Occupancy of the property duly registered in his name within reasonable time.
4. That transfer of the property from the vendor's name to the purchaser shall be effected by the purchaser.

5. This deed of Transfer is subject to the consent of the commissioner for lands or other officers authorised to accord approval to such disposition and the parties shall take all reasonable and proper steps to obtain such consent, if the consent is withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.
6. That costs of preparation of this agreement, shall equally be shared by the parties while the costs for valuation and valuation report and other statutory taxes and dues shall be met by the purchaser.

IN WITNESS WHEREOF the parties have duly executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **SHABAN MUSTAFA**)
Who Is identified to me by PETER MAKERE.)
the latter being personally known)
To me thisday of October) **VENDOR**
2001)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said **SALVATORY D. NJAU**)
Who Is identified to me by PETER MAKERE)
the latter being personally known)
To me thisday of.....) **PURCHASER**
2001)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

THE REGISTRATION OF DOCUMENT ORDINANCE (CAP. 117)
TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO.
BLOCK "G"
TEGETA AREA
DAR ESALAAM

IN CONSIDERATION of the sum of Shillings **TWO MILLION FIVE HUNDRED** only (Tsh. 2,500,000/=). I, **SHAABAN MUSTAFA** of P.O. Box DAR ES SALAAM DO **HEREBY TRANSFER** to **SALVATORY D. NJAU** of P.O. Box,DAR ES SALAAM the remaining portion of the above **OFFER OF RIGHT OF OCCUPANCY**

IN WITNESS WHEREOF parties have hereonto set their hands, against their respective names in the manner appearing here under and on the day of year first above written.

SIGNED and DELIVERED by	)	
The said SHAABAN MUSTAFA	)	
Who Is identified to me by PETER MAKERE	)	
the latter being personally known	)	_____
To me thisday of October	)	TRANSFEROR
2001	)	

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by	)	
The said SALVATORY D. NJAU	)	
Who Is identified to me by PETER MAKERE	)	
the latter being personally known	)	_____
To me thisday of October, 2001	)	TRANSFeree

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

LEASE AGREEMENT

LEASE AGREEMENT is made this Day of.....2000 between Amilia Njenga of P. O. BOXDar es salaam (hereinafter called the lessor)of the one part andof P. O. BOXDar es salaam (herein after called the Lessee) of the other parts.

WITNESSTH AS FOLLOWS:

1. The lessor hereby lets to the lessee the premises at Plot no..... Dar es salaam (hereiafter called the premises) to use and hold the said premises for residential purposes only for a four months commencing onto At a monthly rent ofpayable in advanced in one lump sum at the commencement of the this tenancy agreement.
2. The Lease hereby covenants with the Lessor as follows:-
 - (a) To pay the reserved rent in the manner aforesaid.
 - (b) To pay all present and future rates taxes and out going in respect said premises including water and electricity.
 - (c) To keep the interior and exterior of the building forming part of the said premises clean and in good tenable condition and repair, including drains grutter external pipes basing sinks and sanitary.
 - (d) To permit the lessor or his agents with all necessary workmen and appliances at all reasonable time during day time by prior appointments to enter upon the said premises for the purposes of viewing the state thereof.
 - (e) To keep the premise insured against loss or managed by fire.
 - (f) Not to assign underlet or part with the possession of the said premises or any part thereof without the written consent of the lessor.
 - (g) Not to make any structures alterations in the said premises without first obtaining lessors written consent.
 - (h) On the expiration or sooner after determination of the term hereby granted to deliver upon the said premises to the lessor with all locks keys and fasteners and in such state of repair condition order and preservation as shall be in strict compliance with the convenience and agreements in that behalf on the part of the lessee herein contained.

- (i) Not to use or permit to be used on the demised premises anything which will cause annoyance or nuisance to the landlord or occupiers of the property in the neighbourhood.
- (j) Not to use exercise or carry on or permit to be used on the demised premises anything which will cause annoyance or nuisance to the landlord or occupiers of the property in the neighborhood.
- (k) Not to use exercise or carry on or permit to be used exercised or carried on upon the demised premises any dangerous noxious offensive trade or any business what so ever.

3. The lessor hereby covenants with the Lessee as follows:-

- (a) To permit the tenant paying the reserved rent and observing the condition restrictions stipulations and provisions therein contained or implied and on its part to be performed and observed to peacefully and quietly possess and enjoy the premises during the term hereby created without any interruption from or by the lessor or any person rightfully claiming form or under it.
- (b) To keep in tenable major repair the roof and the outside walls and grounds surrounding the demised premises.
- (c) The lessor shall not be liable for any injury to the lessee her/its guests servants or visitors caused by any defect in or by outside the premises.
- (d) The lessee shall have the option of renewing this lease by lessors consent for such further period as may agreed between the parties provided the lessee gives to the lessor 3 months notice in writing prior to the determination of the lease.

4. Provided always and it is Hereby agreed and Declared that

- (a) The lease may be terminated by either party giving 3 months notice in writing.
- (b) Any notice under this lease shall be in writing and any notice to the lessee shall be sufficiently served if addressed to the lessee and delivered to the premises or sent by registered posts to his last known post address and any notice to the lessor shall be sufficiently served if delivered it to personally or and notice sent by registered posts shall be deemed to have been served within 7 day following to the day

which it was posted. In witness whereof the parties have herein to set
their hands on the day and year first hereinabove written.

SIGNED and DELIVERED by)
The said.....)
Who Is identified to me by)
the latter being personally known) VENDOR
To me thisday of October)
2001)

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said)
Who Is identified to me by)
the latter being personally known) PURCHASER
To me thisday of.....)
2001)

NAME:.....
SIGNATURE.....
POS TAL
ADDRESS.....
QUALIFICATION.....

KATIKA MAHAKAMA YA KAZI
YA TANZANIA ILIYOKO
DAR ES SALAAM

MKATABA WA HIYARI NO. 1 WA 1995

BAINA YA

OTTU DAR ES SALAAM

NA

RTC

KIAPO

Mimi, **JUMMANE HASSAN LESSO**, mtu mzima muislamu wa Dar es salaam nathibitisha kwa kiapo kuwa:-

1. Mini ni mwenyekiti wa TUICO Tawi la RTC Dar es salaam na kwamba ninao ufahamu mkubwa wa yote yaliyoelezwa hapa chini.
2. Kwamba waombaji katika shauri hili, waliingia katika mkataba wa hiyari na uongozi wa mujibu maombi mnamo mwezi October, 1994.
3. Mkataba huo ulisajiliwa na mahakama hii tukufu na kupata tuzo mnamo tarehe 7/4/1995 (mkataba wa hiari Na. 1 wa 1995) nakala kivuli ya mkataba na tuzo, vimeambatanishwa kama kielelezo "JJ-1".
4. Kwamba, mara baada ya kusainiwa mkataba huo, na kabla ya utekelezaji wake, **RTC**, mujibu maombi, lilitangazwa kuwa shirika linalopaswa kubinafsishwa na kuwekwa chini ya Tume ya Raisi ya kurekebishwa mashirika ya umma (**PSRC**), Kwa tangazo la serikali **GN No. 23/95**.
5. Kwamba, **RTC** sasa iko mbioni kubinafsishwa ili hali mkataba/tuzo Na. 1/95 haijatekelezwa na ni muda wa miaka sita(6) sasa toka mkataba huo upate tuzo.
6. Kwamba, wadaiwa sasa wanayo nia ya kutekeleza masharti ya mkataba huo kama yalivyosajiliwa.
7. Kwamba, itakuwa ni katika kutenda haki kama maombi haya yatasikilizwa na kuamriwa.

8 Kwamba yote yaliyoelezwa hapo juu ni ya kweli kwa kadri ya ufahamu wangu.

UMETHIBITISHWA Dar es salaam	)	
Na JUMMANNE HASSAN LESSO	)	
ambaye ametambulishwa kwangu	)	
na JEROME J. MSEMWA ambaye	)	MTHIBITASHAJI
ninamfahamu leo tarehe 4 th March,	)	
2002 mbele yangu.	)	

MBELE YANGU

KAMISHNA WA VIAPO

Yamewasilishwa leo tarehe.....mwezi March, 2002

AFISA MAHAKAMA

NAKALA KWA

UONGOZI

RTC

DAR ES SALAAM

YAMEANDALIWA NA KUWASILISHWA NA

MSEMWA & CO. ADVOCATES

NIC LIFE HOUSE BUILDING

OFFICE NO. 8 GROUND FLOOR,

SOKOINE DRIVE/OHIO STREET

P.O. BOX 12929

DAR ES SALAAM

SALE AGREEMENT

THIS AGREEMENT is made this.....day of.....2001

Between

ALBERTO S. HERMES of P. O. Box 3203, DAR ES SALAAM
(hereinafter called "the vendor") of the one part

AND

MARY RWABIZI of P. O. BoxDAR ES SALAAM
(hereinafter called "the PURCHASER")

WHEREAS the vendor, is the registered owner of the Motor Vehicle
(hereinafter called "the VEHICLE") the particulars whereof are set
down hereunder:

Registration No. TZS 3245, Model TOYOTA COROLLA, Chassis No.
AE-91-3123881.

AND WHEREAS the Vendor is desirous of disposing of the vehicle
by way of sale to the Purchaser and the Purchaser is willing to buy
the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. 2,650,000/= (Two million Six Hundred Fourty Thousand only) (hereinafter referred to as "as the **PURCHASE PRICE**")
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tshs. 2,640,000/= only which is the total Purchase price.
3. That the Vendor will provide the Purchaser the Vehicle transfer forms duly signed by the registered owner in order to enable the purchaser perform his obligation under Clause 4 herein under.
4. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.
5. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
ALBARTO S. HERMES)
who is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2002)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
MARY RWABIZI who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2002)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SALE AGREEMENT

This agreement is made this **17th**. day of **April, 2002**

BETWEEN

ELISHA LWE GASILA BUBELWA of P. O. Box 20667 DAR ES SALAAM (herein after referred to as “**the vendor**”) of one part.

AND

JOSHUA OMBENI SEKIMWERI of P. O. Box 2091, DAR ES SALAAM (herein after referred to as “**the Purchaser**”) of the other part.

WHEREAS the Vendor is a lawful Owner of all that house on a landed property comprised on Plot No. 56 Block “E” part II comprise of **CT NO. 24769** Tabata area Ilala Municipality within the City of Dar es salaam with development therein (herein referred to as “**the property**”).

AND WHEREAS the Vendor after having been duly obtained consent from his wife who will also sign this agreement acknowledging such consent, is desirous of selling the said Property with development therein to the Purchaser and the Purchaser is desirous of buying the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

1. That in consideration of Tanzania **shilling Sixteen Million only** (Tshs. 16,000,000/=) payable by the purchaser to the Vendor , the vendor hereby sells to the purchaser the said property who purchases the same free from any encumbrances whatsoever.
2. The said purchase price of **Shillings Sixteen Million only** (16,000,000/=) shall be paid to the vendor by the purchaser at the date and time of execution of this agreement.
3. That the vendor will hand over the property by delivering original certificate of Right of occupancy to the purchaser upon payment of the purchase price.
- 4 This deed of Transfer is subject to the consent of the commissioner for lands or other officers authorised to accord approval to such disposition and the parties shall take all reasonable and proper steps to obtain such consent, if the consent is anyhow withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.
5. That costs of preparation of this agreement, shall equally be shared by the parties while the costs for valuation and valuation report and other statutory taxes and dues shall be met by the purchaser.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and **DELIVERED** by the said)
ELISHA LWE GASILA BUBELWA who)
Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002) **VENDOR**

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

SIGNED and **DELIVERED** by the said)
DINAH KOKUGANYIRWA BUBELWA)
who Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002) **VENDOR'S WIFE**

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

SIGNED and **DELIVERED** by the said)
JOSHUA OMBENI SEKIMWERI Who)
Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002) **PURCHASER**

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

DRAWN BY
MSEMWA & CO. ADVOCATES
P.O. BOX 12929
DAR ES SALAAM

SALE AGREEMENT

This agreement is made this 17th. day of April, 2002

BETWEEN

ELISHA LWEGASILA BUBELWA of P. O. Box 20667 DAR ES SALAAM (herein after referred to as "**the vendor**") of one part.

AND

JOSHUA OMBENI SEKIMWERI of P. O. Box 2091, DAR ES SALAAM (herein after referred to as "**the Purchaser**") of the other part.

WHEREAS the Vendor is a lawful Owner of all that house on a landed property comprised on Plot No. 56 Block "E" part II comprise of **CT NO. 24769** Tabata area Ilala Municipality within the City of Dar es salaam with development therein (herein referred to as "the property").

AND WHEREAS the Vendor after having been duly obtained consent from his wife who will also sign this agreement acknowledging such consent, is desirous of selling the said Property with development therein to the Purchaser and the Purchaser is desirous of buying the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

1. That in consideration of Tanzania shilling Five Million only (Tshs. 5,000,000/=) payable by the purchaser to the Vendor, the vendor hereby sells to the purchaser the said property who purchases the same free from any encumbrances whatsoever.
2. The said purchase price of *Shillings Five Million* only (5,000,000/=) shall be paid to the vendor by the purchaser at the date and time of execution of this agreement.
3. That the vendor will hand over the property by delivering original certificate of Right of occupancy to the purchaser upon payment of the purchase price.
4. This deed of Transfer is subject to the consent of the commissioner for lands or other officers authorised to accord approval to such disposition and the parties shall take all reasonable and proper steps to obtain such consent, if the consent is anyhow withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.
- 5 That costs of preparation of this agreement, shall equally be shared by the parties while the costs for valuation and valuation report and other statutory taxes and dues shall be met by the purchaser.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and **DELIVERED** by the said)
ELISHA LWE GASILA BUBELWA who)
Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002)

VENDOR

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

SIGNED and **DELIVERED** by the said)
DINAH KOKUGANYIRWA BUBELWA)
who Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002)

VENDOR'S WIFE

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

SIGNED and **DELIVERED** by the said)
JOSHUA OMBENI SEKIMWERI Who)
Is identified to me by)
..... the latter being personally known)
to me thisday of April 2002)

PURCHASER

MOHAMED I. A. M KALI

.....
BOX 12929, DAR ES SALAAM.
ADVOCATE.

DRAWN BY
MSEMWA & CO. ADVOCATES
P.O. Box 12929
DAR ES SALAAM

THE LAND REGISTRATION ORDINANCE (CAP. 334)
TRANSFER OF THE RIGHT OF OCCUPANCY

CT. NO. 24769

IN CONSIDERATION of the sum of Shillings **SIXTEEN MILLION** only (Tsh. 16,000,000/=). I, **ELISHA LWEGASILA BUBELWA** of P. O. **Box 20667 DAR ES SALAAM DO HEREBY TRANSFER** to **JOSHUA OMBENI SEKIMWERI** of P. O. **Box 2091, DAR ES SALAAM** the remaining portion of the above **RIGHT OF OCCUPANCY**

IN WITNESS WHEREOF parties have hereonto set their hands, against their respective names in the manner appearing here under and on the day of year first above written.

SIGNED and DELIVERED by the said)	
ELISHA LWEGASILA BUBELWA who)	
Is identified to me by)	
..... the latter being personally known)	_____
to me thisday of April 2002)	TRANSFEROR

MOHAMED I. A. M KALI
.....
BOX 12929,
DAR ES SALAAM.
ADVOCATE.

SIGNED and DELIVERED by the said)	
JOSHUA OMBENI SEKIMWERI Who)	
Is identified to me by)	
..... the latter being personally known)	_____
to me thisday of April 2002)	TRANSFeree

MOHAMED I. A. M KALI
.....
BOX 12929,
DAR ES SALAAM.
ADVOCATE.

DRAWN BY
MSEMWA & CO. ADVOCATES
P.O. Box 12929
DAR ES SALAAM

THE LAND REGISTRATION ORDINANCE (CAP. 334)
TRANSFER OF THE RIGHT OF OCCUPANCY

CT. NO. 24769

IN CONSIDERATION of the sum of Shillings **FIVE MILLION** only (Tsh. 5,000,000/=).
I, **ELISHA LWEGASILA BUBELWA** of P. O. **Box 20667** DAR ES SALAAM **DO**
HEREBY TRANSFER to **JOSHUA OMBENI SEKIMWERI** of P. O. **Box 2091**, **DAR**
ES SALAAM the remaining portion of the above **RIGHT OF OCCUPANCY**

IN WITNESS WHEREOF parties have hereonto set their hands, against their
respective names in the manner appearing here under and on the day of year first
above written.

SIGNED and DELIVERED by the said)	
ELISHA LWEGASILA BUBELWA who)	
Is identified to me by)	
..... the latter being personally known)	_____
to me thisday of April 2002)	TRANSFEROR

MOHAMED I. A. M KALI

.....
BOX 12929,
DAR ES SALAAM.
ADVOCATE.

SIGNED and DELIVERED by the said)	
JOSHUA OMBENI SEKIMWERI Who)	
Is identified to me by)	
..... the latter being personally known)	_____
to me thisday of April 2002)	TRANSFeree

MOHAMED I. A. M KALI

.....
BOX 12929,
DAR ES SALAAM.
ADVOCATE.

DRAWN AND FILED
MSEMWA & CO. ADVOCATES
P.O. Box 12929
DAR ES SALAAM

SALE AGREEMENT

THIS AGREEMENT is made this.....day of.....2002

Between

FATUMA ALI SHAMTE of P. O. BOX, DAR ES SALAAM
(hereinafter called "the Seller") of the one part

AND

VALENTINO NYALIVENO GANGE of P. O. BOX 9121, Dar e salaam
(hereinafter called "the PURCHASER") which expression includes his
heirs, assigns and successors in title of the other part:

WHEREAS the seller is the rightful owner of the plot No. 363 Block B
situated at KINYEREZI, ILALA District within the city of Dar Es
Salaam,

AND WHEREAS the purchaser is desirous of purchasing from the
seller and the latter is agreeable to sale and convey the said plot to
the purchaser free from any encumbrance whatsoever for the
consideration and subject to terms and conditions hereinafter
contained.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration of Tshs. One million Two hundred
Thousand (1,200,000/=) **the seller** is selling and conveying the
said plot to **the purchaser**.
2. That the purchaser will pay the said purchase price to the seller
at the time of execution of this agreement.
3. That the seller will deliver all documents to the purchaser ,
pertaining to the plot at the time of execution of this agreement.
4. That the Purchaser shall effect transfer and registration of the
Plot in his name and at his own costs.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
FATUMA ALI SHAMTE who is identified to me by)
.....)
the latter being known to me personally) SELLER
thisday of.....2002)
in my presence.

NAME.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
VALENTINO NYALIVENO GANGE who is)
Known to me personally) PURCHASER
thisday of.....2002)
in my presence.

NAME.....

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

THE REGISTRATION OF DOCUMENT ORDINANCE (CAP. 117)
TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO. 363
BLOCK "B"
KINYEREZI AREA
DAR ESALAAM

IN CONSIDERATION of the sum of Shillings **ONE MILLION TWO HUNDRED THOUSAND** only (Tsh. 1,200,000/=). I, **FATUMA ALI SHAMTE** of P.O. Box DAR ES SALAAM DO **HEREBY TRANSFER** to **VALENTINO NYALIVENO GANGE** of P.O. Box 9121, DAR ES SALAAM the above **OFFER OF RIGHT OF OCCUPANCY**

AND

I, **VALENTINO NYALIVENO GANGE** OF P. O. BOX 9121 DAR ES SALAAM DO **HEREBY APPLY** to be **REGISTERED** as the **HOLDER** and **OCCUPIER** of the Offer of Right of Occupancy under the above reference on the terms and conditions herein contained.

IN WITNESS WHEREOF parties have hereonto set their hands, against their respective names in the manner appearing here under and on the day of year first above written.

SIGNED and DELIVERED by)
The said **FATUMA ALI SHAMTE**)
Who Is identified to me by)
the latter being personally known)
To me thisday of)
2002)

**FATUMA ALI
SHAMTE**

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SIGNED and DELIVERED by)
The said **VALENTINO NYALIVENO GANGE**)
Who Is known to me personally known)
To me thisday of, 2002)

**VALENTINO NYALIVENO
GANGE**

NAME:.....
SIGNATURE.....
POSTAL ADDRESS.....
QUALIFICATION.....

SALE AGREEMENT

This agreement is made this 17th. day of April, 2002

BETWEEN

SADIKI NGUZO SHENGWATU, AZIZA SADIKI and MWAJUMA SADIKI both of P. O. Box 313 **KOROGWE TANGA** (herein after referred to as "**the vendors**") of one part.

AND

ZABRON NDAMBALA and EVELYIN NDAMBALA of P. O. Box 19946, **DAR ES SALAAM** (herein after referred to as "**the Purchasers**") of the other part.

WHEREAS the Vendors are lawful Owner of all that house on a landed property comprised on Plot No. 105 Block "H" **KILIKILI STREET, MANUNDU TANGA.**

AND

WHEREAS the Vendors are desirous of selling the said Property with development therein to the Purchaser and the Purchaser is desirous of buying the same.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS.

1. That in consideration of Tanzania shilling Four Million Five Hundred Thousand only (Tshs. 4,500,000/=) payable by the purchasers to the Vendors, the vendors hereby sell to the purchasers the said property who purchases the same free from any encumbrances whatsoever.
2. The said purchase price shall be paid to the vendors by the purchasers as follows:-
 - a) Tshs. 2,000,000/= as 1st instalment shall be payable upon execution of this agreement.
 - b) The balance of Tshs. 2,500,000/= shall be payable within 3 months of the date of execution of this agreement.
3. That the vendors will hand over vacant possession of the property by delivering original offer of Right of occupancy to the purchasers upon signing of the Agreement.
4. This deed of Transfer is subject to the consent of the commissioner for lands or other officers authorised to accord approval to such disposition and the parties shall take all reasonable and proper steps to obtain such consent, if the consent is anyhow withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.

5. That costs of preparation of this agreement, shall equally be shared by the parties while the costs for valuation and valuation report and other statutory taxes and dues shall be met by the purchaser.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by the said	)	_____
SADIKI NGUZO SHENGWATU,	)	SADIKI NGUZO SHENGWATU
AZIZA SADIKI and MWAJUMA SADIKI who	)	_____
are identified to me by	)	AZIZA SADIKI
..... the latter being personally known	)	
to me thisday of May, 2002	)	_____
		MWAJUMA SADIKI

Name.....
Signature.....
Postal Address.....
Qualification.....

SIGNED and DELIVERED by the said	)	_____
ZABRON NDAMBALA and EVELYIN	)	ZABRON NDAMBALA
NDAMBALA Who are identified to me by	)	_____
.....	)	
..... the latter being personally known	)	EVELYIN NDAMBALA
to me thisday of May, 2002	)	

Name.....
Signature.....
Postal Address.....
Qualification.....

DRAWN BY
MSEMWA & CO. ADVOCATES
NIC LIFE HOUSE BUILDING
GROUND FLOOR, ROOM NO. 8
P.O. Box 12929
DAR ES SALAAM

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO. 105,
BLOCK "H"
KILIKILI MANUNDU TANGA

IN CONSIDERATION of the sum of Shillings Four Million Five Hundred Thousand only (Tsh. 4,500,000/=). we, **SADIKI NGUZO SHENGWATU**, of P.O. Box 313 of KOROGWE TANGA DO **HEREBY TRANSFER** to **ZABRON NDAMBALA** and **EVELYIN NDAMBALA** of P.O. Box 19946, DAR ES SALAAM the above **OFFER OF RIGHT OF OCCUPANCY**.

IN WITNESS WHEREFORE the present have been executed this deed on the date set out by setting their signature against our respective names.

SIGNED and DELIVERED by the said	)	
SADIKI NGUZO SHENGWATU who	)	
is identified to me by	)	<u> </u>
..... the latter being personally known	)	TRANSFEROR
to me thisday of May, 2002	)	

Name.....
Signature.....
Postal Address.....
Qualification.....

SIGNED and DELIVERED by the said	)	
ZABRON NDAMBALA and EVELYIN	)	<u> </u>
NDAMBALA Who are identified to me by	)	1ST TRANSFEREE
.....	)	
..... the latter being personally known	)	<u> </u>
to me thisday of May, 2002	)	2ND TRANSFEREE

Name.....
Signature.....
Postal Address.....
Qualification.....

DRAWN BY
MSEMWA & CO. ADVOCATES
NIC LIFE HOUSE BUILDING
GROUND FLOOR, ROOM NO. 8
P.O. Box 12929
DAR ES SALAAM

SALE AGREEMENT

THIS AGREEMENT IS MADE THIS.....day of January 2002

BETWEEN

MRS. CHRISTINE MDOE of P. O. Box 3152 Dar es salaam (hereinafter referred to as the Vendor) of the one part.

AND

MRS. MARIAM OTHMAN MBARUK of P. O. Box 1875 Zanzibar (hereinafter referred to as the Purchaser) of the one other part.

WHEREAS the Vendor is the lawful owner of the property situated on Plot No. 398, Block 46 area 16 part 2 Kijitonyama with CT No. 186252/53 Kinondoni District, Dar es salaam (hereinafter referred as a property).

WHEREAS the Vendor is desirous of selling the said property and the purchaser is desirous of buying the said property.

NOW THIS AGREEMENT WITNESSETHY AS FOLLOW:-

1. That the agreed purchase price is Tshs. 25,000,000/= (Twenty five million only) to be paid in full, and the Vendor acknowledges receipt of the same at the signing of this agreement.
2. That in consideration of Tshs. 25,000,000/= (Twenty five million only) payable by the purchaser to the Vendor, the Vendor is hereby sale to the purchaser the said property, who purchaser the same free form any encumbrances whatsoever.
3. That the Vendor shall deliver certificate of right of occupancy to the purchaser upon payment of purchase price in full.
4. This deed of transfer is subject to the consent of the commissioner for lands or other officers authorized to accord approval to such disposition and the parties shall take all reasonable and proper steps to obtain such consent, if the consent is withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.
5. That, the Vendor undertakes to settle all the outgoings such as arrears of Land rents and other rates & charges before the selling of this property.

IN WITNESS WHEREFORE the parties have duly executed these presents in the manner and on the day of the year hereinafter hereunder.

SIGNED and DELIVERED)
By the said **CHRISTINE MDOE (MRS.)**)
Who is identified to me by **CHARLES**)
ADOLPH who is known to me personally)
This.....day of January 2002)

VENDOR

NAME :.....

ADDRESS

QUALIFICATION.....

SIGNATURE.....

SIGNED and DELIVERED)
By the said **MARIAM OTHMAN**)
MBARUK (MRS) who is identified)
To me by CHARLES ADOLPH who)
Is known to personally this.....)
Day of January, 2002.

PURCHASER

NAME :.....

ADDRESS

QUALIFICATION.....

SIGNATURE.....

SALE AGREEMENT

THIS AGREEMENT is made this 17th day of May, 2002

Between

STEPHEN BIGEREKE of P. O. Box 3252, DAR ES SALAAM
(hereinafter called "the vendor") of the one part

AND

WABRO's COMPANY LIMITED of P. O. Box 76526, DAR ES SALAAM(hereinafter called "the PURCHASER") which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, has legally been assigned by the registered owner of the Motor Vehicle (hereinafter called "the VEHICLE") one TOYOTA TOWN ACE, with Registration No. TZL 1780, Color, Golden, Engine No.....

AND WHEREAS the Vendor is desirous of selling of the vehicle to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESSTH:

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. 400,000/= (Four Hundred Thousand only) (hereinafter referred to as "as the PURCHASE PRICE")
 2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tshs. 400,000/= only which is the total Purchase price.
 3. That the Vendor will provide the Purchaser the Vehicle transfer forms duly signed by the registered owner in order to enable the purchaser perform his obligation.
-
- 1 The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.

- 2 That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
STEPHEN BIGEREKE)
who is identified to me)
by.....)
the latter being known to me personally)
thisday of.....2002)
in my presence.

VENDOR

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

SEAL by the Seal of the said)
WABRO's COMPANY LIMITED)
this.....day of,2002)
By :

SEAL

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

In the presence of

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

IN WITNESS whereof, parties have agreed on terms and conditions herein stipulated by signing against their respective names as herein after appearing.

SIGNED and EXECUTED at)
Dar es salaam By the said)
KIMONGE ORIYO who)
Is known tome personally)
this.....day July,)
2001 in my presence.)

KO

MOHAMED I. A. MKALI
P. O.BOX 12929
DAR ES SALAAM
ADVOCATE

SEAL by the Seal of the said)
BAHARI BEACH HOTELS CO.)
LTD this.....day of JULY,2001)
By :

SEAL

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

In the presence of

SIGNATURE _____
NAME _____
ADDRESS _____
QUALIFICATION _____

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO. 105,
BLOCK "H"
KILIKILI MANUNDU TANGA

IN CONSIDERATION of the sum of Shillings Four Million Five Hundred Thousand only (Tsh. 4,500,000/=). we, **SADIKI NGUZO SHENGWATU**, of P.O. Box 313 of KOROGWE TANGA DO **HEREBY TRANSFER** to **ZABRON NDAMBALA** and **EVELYIN NDAMBALA** of P.O. Box 19946, DAR ES SALAAM the above **OFFER OF RIGHT OF OCCUPANCY**.

IN WITNESS WHEREFORE the present have been executed this deed on the date set out by setting their signature against our respective names.

SIGNED and **DELIVERED** by the said)
SADIKI NGUZO SHENGWATU who)
is identified to me by)
..... the latter being personally known) **TRANSFEROR**
to me thisday of May, 2002)

Name.....
Signature.....
Postal Address.....
Qualification.....

SIGNED and **DELIVERED** by the said)
ZABRON NDAMBALA and **EVELYIN**)
NDAMBALA Who are identified to me by) **1ST TRANSFEREE**
.....)
..... the latter being personally known)
to me thisday of May, 2002) **2ND TRANSFEREE**

Name.....
Signature.....
Postal Address.....
Qualification.....

DRAWN BY
MSEMWA & CO. ADVOCATES
NIC LIFE HOUSE BUILDING
GROUND FLOOR, ROOM NO. 8
P.O. Box 12929
DAR ES SALAAM

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TRANSFER OF OFFER OF THE RIGHT OF OCCUPANCY

PLOT NO. 72
BLOCK "D"
ADA ESTATE KINONDONI
DAR ES SALAAM.

IN CONSIDERATION of the sum of Shillings Twenty one Million only
(Tshs. 21,000,000/=). I, EUPHRASIA LUHUMUZYA , of P.O. Box 20797 of Dar
es salaam DO **HEREBY TRANSFER** to **JOHN KAYMANGUMA** of P.O. Box
105979,DAR ES SALAAM the above **OFFER OF RIGHT OF OCCUPANCY**.

IN WITNESS WHEREFORE the present have been executed this deed on the
date set out by setting their signature against our respective names.

SIGNED and DELIVERED by the said	)	
EUPHRASIA LUHUMUZYA who	)	
is identified to me by	)	<u> </u>
..... the latter being personally known	)	TRANSFEROR
to me thisday of May, 2002	)	

Name.....
Signature.....
Postal Address.....
Qualification.....

SIGNED and DELIVERED by the said	)	
JOHN KAYMANGUMA	)	<u> </u>
Who are identified to me by	)	TRANSFeree
.....	)	
..... the latter being personally known	)	
to me thisday of May, 2002	)	

Name.....
Signature.....
Postal Address.....
Qualification.....

SALE AGREEMENT

THIS AGREEMENT made theday of2002 **PHILEMON KILIMBATA** as legal personal representative of **EUPHRASIA LIHUMUZYA** deceased, of P.O. Box 20797 Dar es salaam (hereinafter called “**the Vendor**” which expression where the context so requires or admits shall include all the heirs of the said **EUPHRASIA LUHUMUZYA**, deceased) of the one part, **DONALD KAAKUFUI NGOWI** of P. O. BOX 105979 Dar es salaam (hereinafter called “**the Purchaser**” which express where the context so requires or admits shall include all his heirs, executors administrators) of the second part and **ILALA AUCTION MART LTD** of P. O. BOX 22472 Dar es salaam (hereinafter called “**the Creditor**”, which expression where the context so requires or admits shall include its successors and permitted assigns) of the third part.

WHEREAS the Vendor holds the letters of administration of the estate of the Late **EUPHRASIA LUHUMUZYA** granted to him by the Kimara Primary court on the 6th day of July 2001 in Probate & Administration Cause No. 39 of 2001, which estate includes the residential house situated on Plot No. D.72 Ada Estate, Kinondoni area, Dar es salaam city held under a long term right of occupancy registered under Title No. 186038/139 in favour of the said **EUPHRASIA LUHUMUZYA** deceased (hereinafter called “**the House**”).

AND WHEREAS on the 5th and 22nd day of February 1999 the said **EUPHRASIA LUHUMUZYA** had requested and obtain form the Creditor a total loan of shillings fourteen million (Tshs. 14,000,000/=) and deposited with the Creditor to sell the house on her behalf to recover the moneys advanced to her together with costs of the sale and incidental expenses connected with the sale.

AND WHEREAS on the 20th day of September 20021, at the request and undertaking of the Vendor to the Creditor, the Creditor also advocated to the Vendor a further sum of shilling two hundred thousand(Tshs. 200,000/=) to meet education expenses in respect of the children of the said **EUPHRASIA LUHUMUZYA**, deceased also recoverable in full against her estate upon the sale of a portion of the property.

AND WHEREAS the Vendor is desirous to sell and the Purchaser is desirous to buy form the Vendor a portion of the house, subject to terms and conditions hereinafter contained.

AND WHEREAS in view of the time that has passed since the moneys referred to above were advanced to the said **EUPHRAISA LUHUMUZYA**, deceased, the Vendor and the Creditor are both desirous that the total sum of shillings fourteen million two hundred thousand (Tshs. 14,200,000/=) advanced as aforesaid, be payable to the Creditor with simple interest at the rate of ten per cent (10%) per annum for three years from February 1999 and that the Creditor is also entitled to its usual auctioneers commission of ten percent (10%) of the sale price.

NOW THIS AGREEMENT WITNESS as follows:-

1. That the Vendor hereby sells and the A purchaser buys from the Vendor a portion of the property comprising one (1) masterbed room, two (2) bedrooms, a sitting room, a kitchen room and separate bath and toilet facilities distinct from the second portion of the property (hereinafter called **"the Property"**) for a purchase price of shillings twenty one million (Tshs. 21, 000,000/=) only, subject to the terms and conditions hereinafter contained but otherwise free from all and other encumbrances whatsoever.
2. The Vendor shall surrender the original title deed to the purchaser on the date of signing of this agreement
3. The Vendor shall carry sub division of the suit premises which has two houses to enable the purchaser to make transfer in respect of the purchased property.
4. That failure to make sub division by the vendor, the purchaser shall be entitled for refund of the purchase price in full within 90 days and the property purchased will be as a security to the sum paid to the vendor.
5. The vendor undertakes to pay for transfer fees, valuation, stamp duty and other legal fees for purposes of facilitating transfer of the suit premises to the purchaser.
6. That the Purchaser has paid to the Vendor through the Creditor, on the date of execution of this Agreement by the parties hereto, the full purchase price of Tshs. 21,000,000/= and Vendor hereby acknowledges receipt of the same.
7. That the Vendor has on the date of execution of this Agreement by the parties hereto, paid to the creditor out of the moneys received from the Vendor as purchaser price, the sum of shillings twenty million five hundred thousand (Tshs. 20,500,000/=) broken down as follows:-

7.1 Recovery of loan advanced to **EUPHRASIA LUHUMUZYA**.....Tshs. 14,000,000/=

7.2 Interest on item No. 3.1 above at the rate of 10% for three years from February 1999 to February 2002 (i.e. 1,400,000 x 3).....Tshs. 4,200,000/=.

7.3 Auctioneers commission for sale of the property (10% of Purchaser prise of 21,000,000/=) Shs. 2,100,000/=

7.4 Recovery of amount advanced to the Vendor without interest....Shs. 200,000/=.

TOTAL SHS. 20,500,000/=

8. That the Vendor has, on the date of execution of this agreement by the parties hereto, delivered physical vacant possession of the property to the Purchaser and the Purchaser has taken possession thereof from the Vendor. Likewise, the Creditor has on the same date, delivered to the Vendor the original certificate of occupancy, Title No. 186038/139 in respect of the property and the vendor hereby acknowledge receipt of the same.

9. That the Vendor and the Creditor hereby jointly undertake, as is possible and practicable, at the Vendor's cost and expense, to cause official re-survey and subdivision of the plot area in respect of the property to be carried out and completed separating the property from the rest of the plot area still under ownership of the Vendor and in cooperation with the purchaser, cause a fresh sub-title deed to be prepared and registered in favour of the purchaser in respect of the property at the purchaser's application and costs.

10. That the creditor shall bear the legal fees for the preparation of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the days, year and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said)
PHILEMON KILIBATA)
(ID No. IJJ/HQ/010 of Institute for)
Information Technology) in my presence)

.....
VENDOR

Thisday of..... 2002

SIGNATURE

POSTAL ADDRESS

QUALIFICATION

SIGNED and DELIVERED by the said)
DONALD KAAKUFUI NGOWI (who holds)
Tanzania Passport No. A. 0220346 issued at)
Dar es salaam on 17/9/1999) and who is known)
To me personally in my presence this.....)
day of2002)

PURCHASER

SIGNATURE

POSTAL ADDRESS

QUALIFICATION

SEALED with the COMMON SEAL of the said)
Creditor **ILALA AUCTION MART LTD and DELIVERED)**
Thisday of.....2002 in the)
Presence of us)

CREDITOR

NAME

SIGNATURE

POSTAL ADDRESS

QUALIFICATION

NAME

SIGNATURE

POSTAL ADDRESS

QUALIFICATION

NAME

SIGNATURE

POSTAL ADDRESS

QUALIFICATION

THE LAND REGISTRATION ORDINANCE (CAP. 334)

TRANSFER OF RIGHT OF OCCUPANCY

PLOT NO. 72
BLOCK "D" TITLE No. 186038/39
ADA ESTATE KINONDONI
DAR ES SALAAM.

IN CONSIDERATION of the sum of Shillings Twenty one Million only
(Tshs. 21,000,000/=). I, **PHILEMON KILIBATA**, of P.O. Box 20797 of Dar es
salaam DO **HEREBY TRANSFER** to **DONALD KAAKUFUI NGOWI** of P.O. Box
105979,DAR ES SALAAM the above **RIGHT OF OCCUPANCY**.

IN WITNESS WHEREFORE the present have been executed this deed on the
date set out by setting their signature against our respective names.

SIGNED and **DELIVERED** by the said)
PHILEMON KILIBATA who is known to)
Me personally thisday of May, 2002)
TRANSFEROR

Name.....
Signature.....
Postal Address.....
Qualification.....

SIGNED and **DELIVERED** by the said)
DONALD KAAKUFUI NGOWI who is known)
To me personally this.....day of May, 2002)
TRANSFeree

Name.....
Signature.....
Postal Address.....
Qualification.....

L E A S E

I, **NASSOR SULEIMAN SAID** of P.O. Box 16682, Dar es Salaam (hereinafter called "**THE LESSOR**") **HEREBY LEASE to SABRA AUTO PARTS LTD** of P.O.Box 6595 Dar es Salaam (hereinafter called "**THE LESSEE**") all those premises described as a shop on Plot No. 12, Block No. "63", Msimbazi Road, Dar es Salaam, (hereinafter called "**the demised premises**") for a term of twenty four months (24) commencing from the **1st day of June, 2001** at the monthly rent of **Shillings Fifty Two Thousand only (Tshs. 52,000/=)** payable monthly in advance during the period hereby created.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR DURING THE TERM HEREBY CREATED AS FOLLOWS:

1. To pay the water and electricity charges during the term of the Lease.
2. Not to assign, sublet or part with possession of the demised premises or any part or parts thereof under and reason or circumstances whatsoever.
3. To use the demised premises for commercial purpose only.
4. Not to do anything or store any item that contravenes or violates principles of Islam or Islamic traditions (eg alcohol, pork etc).
5. To keep the demised premises including all floors, walls ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficiently cleaned and in good and tenantable repair and condition, reasonable wear and tear excepted.
- 3 To yield up the demised premises at the expiration of the term hereby created or upon giving two month notice in writing to the LESSOR or two month rent in lieu thereof if before the expiration of the term hereby created, with all fittings and fixtures thereto belonging to the LESSOR other than partitions and fixtures installed in the demised premises with the consent of the LESSOR which shall remain the property of the LESSEE, in the same good tenantable repair and condition as they now are, fair wear and tear only excepted.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE DURING THE TERM HEREBY CREATED.

That THE LESSEE paying the rents hereinbefore reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall be entitled peacefully to hold and enjoy the demised premises

during the term hereby created without let or hindrance from the LESSOR or any person claiming through, under or in trust for him.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT:

If the rent hereby reserved or any part or parts thereof shall be in arrear for the space of twenty one days (21) next after any one of the days whereon the said ought to be paid as aforesaid (whether the same shall have been demanded formally or not) or if there shall have been any observance (or non-performance or the same) hereinbefore contained then and in any such case it shall be lawful for THE LESSOR to enter at any time into the demised premises or any part or parts thereof in the name of the whole and the same to have again and repossess and enjoy in his former state.

Provided further that after the expiry of the term hereby created the LESSEE shall vacate the demised premises and deliver possession of the same to the LESSOR. In default thereof the LESSEE shall be liable to a penalty of Shillings Fifty Two Thousand each day in default.

SIGNED and **DELIVERED** by the said)
NASSOR SULEIMAN SAID who is)
Identified to me by.....)
The latter being known to me personally)
In my presence this.....day of.....)

SIGNATURE:
POSTAL ADDRESS:
.....
QUALIFICATION:

SEALED with the **COMMON SEAL** of the)
Said **SABRA AUTO PARTS LTD** in our)
Presence this.....day of.....)

SIGNATURE:
POSTAL ADDRESS:.....
.....
QUALIFICATION:.....

SIGNATURE:
POSTAL ADDRESS:.....
.....
QUALIFICATION:

L E A S E

I, **NASSOR SULEIMAN SAID** of P.O. Box 16682, Dar es Salaam (hereinafter called "**THE LESSOR**") **HEREBY LEASE to SALUM M. SALUM** of P.O.Box 2919 Dar es Salaam (hereinafter called "**THE LESSEE**") all those premises described as a shop on Plot No. 12, Block No. "63", Msimbazi Road, Dar es Salaam, (hereinafter called "**the demised premises**") for a term of twelve months (12) commencing from the **1st day of January, 2002** at the monthly rent of **Shillings Fifty Two Thousand only (Tshs. 52,000/=)** payable monthly in advance during the period hereby created.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR DURING THE TERM HEREBY CREATED AS FOLLOWS:

1. To pay the water and electricity charges during the term of the Lease.
2. Not to assign, sublet or part with possession of the demised premises or any part or parts thereof under and reason or circumstances whatsoever.
3. To use the demised premises for commercial purpose only.
- 4 Not to do anything or store any item that contravenes or violates principles of Islam or Islamic traditions (eg alcohol, pork etc).
5. To keep the demised premises including all floors, walls ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficiently cleaned and in good and tenantable repair and condition, reasonable wear and tear excepted.
- 4 To yield up the demised premises at the expiration of the term hereby created or upon giving two month notice in writing to the LESSOR or two month rent in lieu thereof if before the expiration of the term hereby created, with all fittings and fixtures thereto belonging to the LESSOR other than partitions and fixtures installed in the demised premises with the consent of the LESSOR which shall remain the property of the LESSEE, in the same good tenantable repair and condition as they now are, fair wear and tear only excepted.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE DURING THE TERM HEREBY CREATED.

That THE LESSEE paying the rents hereinbefore reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall be entitled peacefully to hold and enjoy the demised premises during the term hereby created without let or hindrance from the LESSOR or any person claiming through, under or in trust for him.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT:

If the rent hereby reserved or any part or parts thereof shall be in arrear for the space of twenty one days (21) next after any one of the days whereon the said ought to be paid as aforesaid (whether the same shall have been demanded formally or not) or if there shall have been any observance (or non-performance or the same) hereinbefore contained then and in any such case it shall be lawful for THE LESSOR to enter at any time into the demised premises or any part or parts thereof in the name of the whole and the same to have again and repossess and enjoy in his former state.

Provided further that after the expiry of the term hereby created the LESSEE shall vacate the demised premises and deliver possession of the same to the LESSOR. In default thereof the LESSEE shall be liable to a penalty of Shillings Fifty Two Thousand each day in default.

SIGNED and **DELIVERED** by the said)
NASSOR SULEIMAN SAID who is)
Identified to me by.....)
The latter being known to me personally)
In my presence this.....day of.....)

SIGNATURE:

POSTAL ADDRESS:

QUALIFICATION:

SIGNED and **DELIVERED** by the said)
SAKIM M. SALIM who is Identified)
to me by.....)
The latter being known to me personally)
In my presence this.....day of.....)

SIGNATURE:

POSTAL ADDRESS:.....

QUALIFICATION:.....

THE LAND REGISTRATION ORDINANCE (Cap.334)

L E A S E

I, **ALLI SULEIMAN SAIDI** of P.O. Box 16682, Dar es Salaam (hereinafter called "**THE LESSOR**") **HEREBY LEASE to ZAHIR HASSAN RAZA** of P.O.Box 32855 Dar es Salaam (hereinafter called "**THE LESSEE**") all those premises described as a shop on Plot No. 1, Block No. "2", Msimbazi Road, Dar es Salaam, (hereinafter called "**the demised premises**") for a term of twenty four months (24) commencing from the **1st day of June, 2001** at the monthly rent of **Shillings Thirty Two Thousand only (Tshs. 32,000/=)** payable monthly in advance during the period hereby created.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR DURING THE TERM HEREBY CREATED AS FOLLOWS:

1. To pay the water and electricity charges during the term of the Lease.
2. Not to assign, sublet or part with possession of the demised premises or any part or parts thereof under and reason or circumstances whatsoever.
3. To use the demised premises for commercial purpose only.
4. Not to do anything or store any item that contravenes or violates principles of Islam or Islamic traditions (eg alcohol, pork etc).
5. To keep the demised premises including all floors, walls ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficiently cleaned and in good and tenantable repair and condition, reasonable wear and tear excepted.
- 5 To yield up the demised premises at the expiration of the term hereby created or upon giving two month notice in writing to the LESSOR or two month rent in lieu thereof if before the expiration of the term hereby created, with all fittings and fixtures thereto belonging to the LESSOR other than partitions and fixtures installed in the demised premises with the consent of the LESSOR which shall remain the property of the LESSEE, in the same good tenantable repair and condition as they now are, fair wear and tear only excepted.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE DURING THE TERM HEREBY CREATED.

That THE LESSEE paying the rents hereinbefore reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall be entitled peacefully to hold and enjoy the demised premises during the term hereby created without let or hindrance from the LESSOR or any person claiming through, under or in trust for him.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT:

If the rent hereby reserved or any part or parts thereof shall be in arrear for the space of twenty one days (21) next after any one of the days whereon the said ought to be paid as aforesaid (whether the same shall have been demanded formally or not) or if there shall have been any observance (or non-performance or the same) hereinbefore contained then and in any such case it shall be lawful for THE LESSOR to enter at any time into the demised premises or any part or parts thereof in the name of the whole and the same to have again and repossess and enjoy in his former state.

Provided further that after the expiry of the term hereby created the LESSEE shall vacate the demised premises and deliver possession of the same to the LESSOR. In default thereof the LESSEE shall be liable to a penalty of Shillings Fifty Two Thousand each day in default.

SIGNED and **DELIVERED** by the said)
ALLI SULEIMAN SAIDI who is Identified)
to me by.....)
The latter being known to me personally)
In my presence this.....day of.....)

SIGNATURE:

POSTAL ADDRESS:

QUALIFICATION:

SIGNED and **DELIVERED** by the said)
ZAHIL HASSAN RAZA who is Identified)
to me by.....)
The latter being known to me personally)
In my presence this.....day of.....)

SIGNATURE:

POSTAL ADDRESS:.....

QUALIFICATION:.....

SALE AGREEMENT

THIS AGREEMENT is made this 4th day of June, 2002

BETWEEN

HONOURABLE TEMBE KERENGE NYABURI (MP) of P.O. BOX 250, BUNDA – MARA (hereinafter called “the vendor”) on the one part

AND

ABDALLAH MOHAMED ALLY of P. O. BOX 1354 ARUSHA (hereinafter called “the PURCHASER”) which expression includes his heirs, assigns and successors in title of the other part:

WHEREAS the vendor, which expression shall include all his assigns and successors in title is the owner of the Motor Vehicle (hereinafter called “the VEHICLE”) one TOYOTA LAND CRUSER , with Registration No. TZN 2594 Chassis No. HZJ 75-0003541, Engine No.1HZ 0017620.

AND WHEREAS the Vendor is desirous of selling of the vehicle to the Purchaser and the Purchaser is willing to buy the vehicle.

NOW THEREFORE THIS AGREEMENT WITNESES THE FOLLOWING:

1. That the Vendor sells the vehicle and the Purchaser buys the same free from any encumbrances whatsoever at a price of Tshs. 4,000,000/= (Four Million only) (hereinafter referred to as “as the PURCHASE PRICE”)
2. That the Purchaser has at the date of execution of this agreement paid to the vendor the sum of Tshs. 4,000,000/= only which is the total Purchase price.
3. That the Vendor will provide the Purchaser the Vehicle transfer forms duly signed by the registered owner in order to enable the purchaser perform his obligation.
4. That the motor vehicle is being sold while has been paid all taxes which are required.
5. The Purchaser undertakes to complete all formalities relating to the transfer of the vehicle into his name.
6. That the vendor shall be liable to ensure the Legality of the vehicle should any problem arise therefrom up to the date when transfer will be effected.

IN WITNESS WHEREOF the parties have signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

SIGNED and **DELIVERED** by the said)
HON. TEMBE KERENGGE NYABURI)
who is known to me personally)
thisday of.....2002)
in my presence.

VENDOR

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

SIGNED and **DELIVERED** by the said)
ABDALLAH MOHAMED ALLY who)
is identified to me by)
.....)
the latter being known to me personally)
thisday of.....2002)
in my presence.

PURCHASER

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....

THE LAND REGISTRATION ORDINANCE (Cap.334)

L E A S E

I, JUDAH ANTHONY MANGA Dar es Salaam (hereinafter called "**THE LESSOR**") **HEREBY LEASE to SHEDRICK MWENDA** of P.O.Box 22146 Dar es Salaam (hereinafter called "**THE LESSEE**") one room numbered 45 (hereinafter called "**the demised room**") for a term of twelve months (12) commencing from the **19th day of February, 2002** at the monthly rent of **Shillings Twenty Thousand only (Tshs. 20,000/=)** payable monthly in advance during the period hereby created.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR DURING THE TERM HEREBY CREATED AS FOLLOWS:

1. To pay electricity charges during the term of the Lease.
2. Not to assign, sublet or part with possession of the demised room or any part or parts thereof under and reason or circumstances whatsoever.
3. To use the demised premises for commercial purpose only.
4. To keep the demised room including all floors, walls ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficiently cleaned and in good and tenantable repair and condition, reasonable wear and tear excepted.
5. To yield up the demised room at the expiration of the term hereby created or upon giving two month notice in writing to the LESSOR or two month rent in lieu thereof if before the expiration of the term hereby created, with all fittings and fixtures thereto belonging to the LESSOR other than partitions and fixtures installed in the demised room with the consent of the LESSOR which shall remain the property of the LESSEE, in the same good tenantable repair and condition as they now are, fair wear and tear only excepted.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE DURING THE TERM HEREBY CREATED.

That THE LESSEE paying the rents hereinbefore reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall be entitled peacefully to hold and enjoy the demised room during the term hereby created without let or hindrance from the LESSOR or any person claiming through, under or in trust for him.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT:

If the rent hereby reserved or any part or parts thereof shall be in arrear for the space of twenty one days (21) next after any one of the days whereon the said ought to be

paid as aforesaid (whether the same shall have been demanded formally or not) or if there shall have been any observance (or non-performance or the same) hereinbefore contained then and in any such case it shall be lawful for THE LESSOR to enter at any time into the demised room or any part or parts thereof in the name of the whole and the same to have again and repossess and enjoy in his former state.

Provided further that after the expiry of the term hereby created the LESSEE shall vacate the demised room and deliver possession of the same to the LESSOR.

SIGNED and **DELIVERED** by the said }
JUDAH ANTHONY MANGA who is }
Identified to me by..... }
The latter being known to me personally } LESSOR
In my presence this.....day of.....2002 }

SIGNATURE:

POSTAL ADDRESS:

.....
QUALIFICATION:

SIGNED and **DELIVERED** by the said }
SHEDRICK MWENDA who is }
Identified to me by..... }
The latter being known to me personally } LESSEE
In my presence this.....day of.....2002 }

SIGNATURE:

POSTAL ADDRESS:

.....
QUALIFICATION: