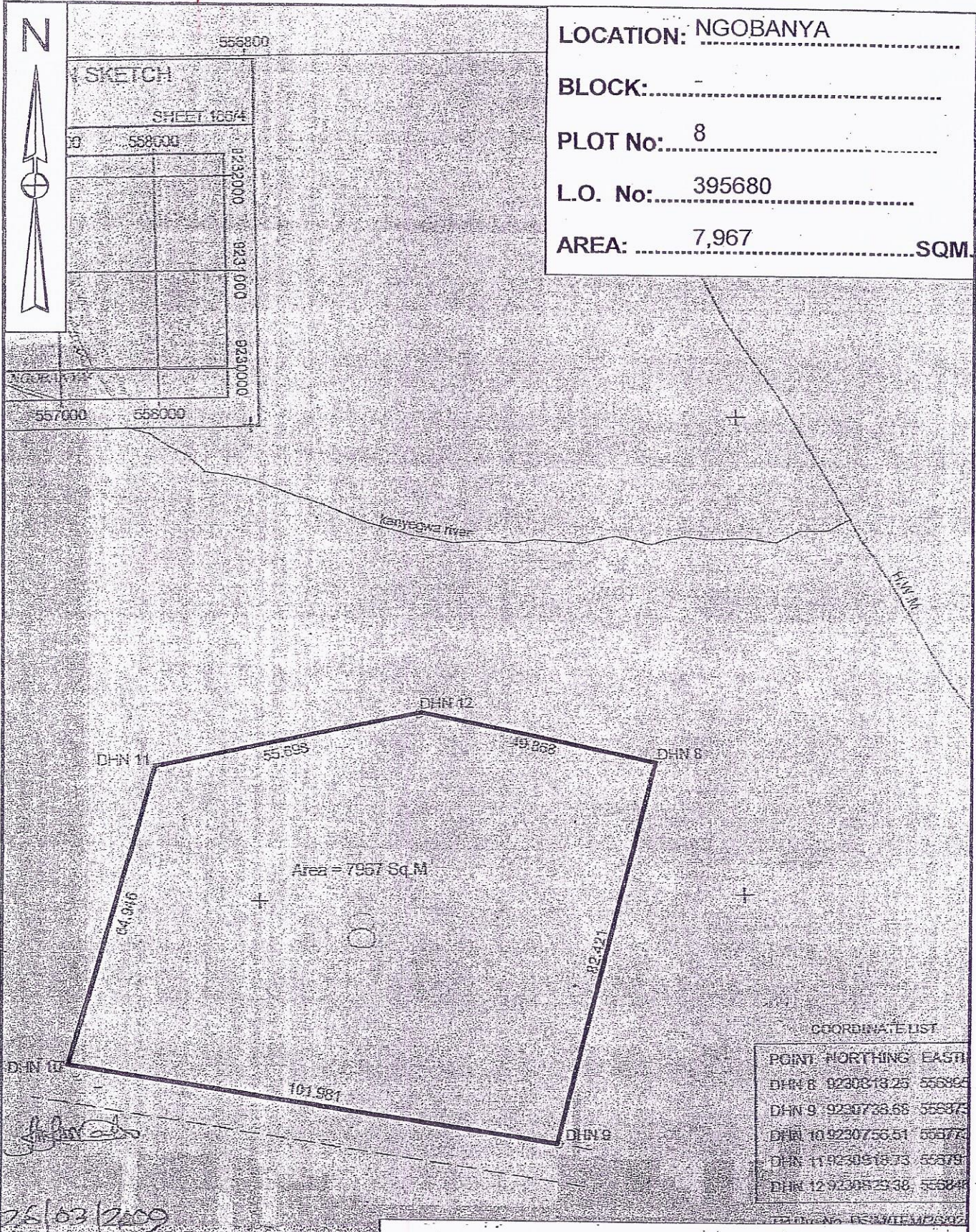


# DAR ES SALAAM CITY.

**LOCATION:** NGOBANYA  
**BLOCK:** -  
**PLOT No:** 8  
**L.O. No:** 395680  
**AREA:** 7,967 SQM.



25/03/2009

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

The plan prepared in accordance with Registered Plan No: 56162

is approved for purpose of the Land Registration ordinance  
 Director of Surveys and Mapping, *Mwaka* 25/02/2010 Date

Ministry of Lands Human Settlements Development, Dar es Salaam



## CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

(SUB TITLE)

This is to certify that the annexed Certificate of Occupancy dated

the 24<sup>th</sup> day of AUGUST 20<sup>12</sup>.....

is registered in the Land Registry under Title No.121617

Copies of the subsisting entries in the register are within

Dated the 26<sup>th</sup> day of MARCH 20...13

  
JUMA LEGHILLA  
ASST. Registrar of Title

Title No. 121617/1

Description of registered land.

ALL that land known as plot No. 8 Ngobanya in Dar es Salaam city containing seven thousand nine hundred sixty seven (7,967) Square metres shown for identification only edged black on the plan attached to this lease agreement registered under the filed document number 150716 annexed hereto and defined on the registered survey plan number 56162 deposited at the office of Director for Survey and Mapping at Dar es Salaam.



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

**C.T. No. 121617**

**L.O. No: 395680**

**L.D. No: 289559**

Made and entered into this... 7<sup>th</sup> day of February... 2013

**BETWEEN**

**TANZANIA INVESTMENT CENTRE**

A body corporate established under **THE TANZANIA INVESTMENT ACT 1997** (ACT NO. 26 OF 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997, (thereinafter referred to as "the Lessor") on the one part

**AND**

**M/S WHET COMPANY LIMITED of P.O BOX 3781 DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 030928**

(hereinafter referred to as "the Lessee") on the other part.

**THIS LEASE WITNESSES** as follows:

**WHEREAS** the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Dar es Salaam Under Title No. **121617** in respect of land within **Plot No. 8** measuring **seven thousand nine hundred sixty seven (7967) square metres**, situated at **Ngobanya in Dar es Salaam City** and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **ninety-four** years commencing on the **first day of January, two thousand and thirteen** and expiring on the of **thirtieth** day of **June two thousand one hundred and seven** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for **Hotel** purposes only; Use Group ' **C**' use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent including ten per cent as facilitation fees thereto; making a total of Tanzania Shillings 140,219 (**one hundred forty thousand two hundred and nineteen only**) payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by expanding a tourist holiday resort for tourism purposes as per the Investment and Implementation Plan already submitted to the Lessor, and in accordance with specifications as the Lessor may require.
4. **BE RESPONSIBLE** for:
  - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
  - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
5. **SUBMIT** building plans to the **Temeke Municipal Council** within six months from the commencement of this Lease, begin construction of building(s) in permanent materials within six months after the approval of the plans and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land, such as mortgaging and assignment, without the prior consent of the lessor.
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B. THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

**PART C: ARBITRATION**

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **M/S WHET COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.



THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR LEASEHOLD-TITLE  
(Land Registry – Dar es Salaam)

CT. No. 121617

PLOT No. 8, Ngobanya

DAR ES SALAAM CITY

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S WHET COMPANY LIMITED of P.O Box 3781, DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 8, situated at Ngobanya, in Dar es Salaam City. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of a **LEASEHOLD-TITLE** to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the }  
Said TANZANIA INVESTMENT CENTRE and }  
DELIVERED in the presence of us this 7<sup>th</sup> }  
Day of February .....2013 }



Name: RAYMOND MUBILINYI }  
Signature: [Signature] }  
Postal Address: 938 D/SALAAM }  
Qualification: Ag. EXECUTIVE DIRECTOR }

Name: ABDI KAGUMBA }  
Signature: [Signature] }  
Postal Address: 938 D/SALAAM }  
Qualification: LEGAL AFFAIRS MANAGER }

SEALED with the COMMON SEAL of the Said }  
}

WHET COMPANY LIMITED and DELIVERED }  
}

in the presence of us this ..... 14<sup>th</sup> ..... }  
}

Day of ..... February ..... 2013 }  
}

Name: ..... Wolfgang Hering ..... }  
}

Signature: ..... [Signature] ..... }  
}

Postal Address: ..... Box 3784 Dom ..... }  
}

Qualification: ..... M. Director ..... }  
}

Name: ..... Dr. Peter Edele ..... }  
}

Signature: ..... [Signature] ..... }  
}

Postal Address: ..... P.O. 23310 ..... }  
}

Qualification: ..... Director ..... }  
}

COMPANY  
BOX 3784  
DOM

150717

13.02.2013

12:15 Pm



*[Handwritten signature]*

500/-

49373610

13.02.2013

*[Handwritten signature]*

KARNATAKA STAMP DUTY ACT

Stamp Duty Rs. 1000/-

49373610

13.02.2013

*[Handwritten signature]*

Stamp Duty