

AGREEMENT

THIS DEED OF LEASE made on this 26th Day of June, 2018 at Kahama, Tanzania.

BETWEEN

Mr. MLENGE KIMAWA aged 32 years. Occupation Service residing at Bugarama.

(Hereinafter referred to as the "**Lessor**", which term shall mean and include wherever the context so requires or admits his/their heirs successors administrators executors attorneys and assigns) of the **ONE PART**

AND

BHUMI RESOURCES TZ LTD, through its Director **Mr. VEDANT VIJAY MOHTA** aged 38 years occupation Business residing at Rufiji Street, Mwanza. authorised on behalf of the company vide Board Resolution dated 14.05.2018

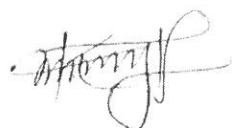
(Hereinafter referred to as the "**Lessee**" which term shall mean and include wherever the context so admits or requires its successors administrators and assigns) and the **OTHER PART**

WHERE the LESSOR with his wife **Mrs. KWANDU MASUKE** is a lawful owner of Land estimated to 20 Acre with all SEVEN coordinate at **1) 0461610, 9607023. 2) 0461543, 9606749. 3) 0461754, 9606701. 4) 0461863, 9606715. 5) 0461888, 9607000. 6) 0461778, 9607007. 7) 0461767, 9606972.** Situated at Bulige - Msalala within KahamaTown Council.

AND WHEREAS the LESSEE **AND WHEREAS** the Lessee being in need of land for its use for installation CIP Plant, the parties here to be desirous of effecting lease agreement of a party of under ownership of the LESSOR to with LESSEE lease the land of the LESSOR for the purpose of GOLD PROCESSING UNIT (VAT LEACHING, CIP PLANT, ELUSION PLANT) **AND WHEREAS** the Lessor has agreed to grant the lease of said premises to the Lessee.

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the above agreement and in consideration of the rent herein reserved, the Lessor hereby demises by way of Lease of the said premises, unto the Lessee together with all easements appertaining thereto on the following terms and conditions: LEASE

1. That the Lease shall be for a period of 33+33 years certain with an option to the Lessee to continue the lease thereafter for a further period of 66 years provided the Lessee gives notice of such intention to extend / renewal. The Lessee shall however,




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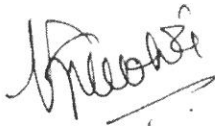


have the liberty to vacate the premises at any time during the period of lease by giving three months' prior notice in writing by registered post to the address given above or such other address of the Lessor registered with the lessee. The Lessor shall have no right to terminate the lease before the expiry of the lease period of 66 years agreed hereto.

2. The lease commence from 27th day of June, 2018 (From the date of handing over possession of the said premises). That the Lessee shall pay to the Lessor or his/their authorized agent or the designated party as per his request letter a total advance lease for 33 years of TSH. 30,000,000/- (Thirty Million Only) out of this total advance rental 2 million has been paid by cash to Lessor on date 26.06.2018 the remaining 28 million of the advance rental shall be paid by the lessee to the lessor within 20 days of signing this agreement only upon getting necessary approvals from various authorities in favour of Bhumi Resources TZ Limited, to setup VAT leaching along with CIP and Elusion plant.
3. That the LESSOR and the LESSEE have agreed that any Government and other department, problem comes and any payment to be made shall be paid by the LESSEE.
4. That the LESSOR admits & undertakes that there are no litigations and any bank and private loans on the land.
5. That after the expiry of the agreement period of the lease, the LESSEE will hand over the land to the LESSOR as per agreed by both the parties.
6. Out of this total advance rental 2 million has been paid by cash to Lessor on date 26.06.2018 the remaining 28 million of the advance rental shall be paid by the lessee to the lessor within 20 days of signing this agreement only upon getting necessary approvals from various authorities in favour of Bhumi Resources TZ Limited, if any dispute arises between the both LESSOR and LESSEE the lessee have right to cancel this agreement of lease and ask for refund to Lessor for advance paid rent to Lessor.
7. Its agreed by Lessor and Lessee by this agreement that Lessor have no permission to enter the premises which give on the lease to lessee by this agreement, without permission of the lessee in writing.
8. All the Government and Kahama Council fee will be paid by Lessee.
9. It is Mutually agreed by the Lessor and Lessee that all the licences related to land in this agreement i.e. (PML, TMAA, Village, Town Council, etc.) will be handed over to Lessee by Lessor.
10. The Lessor has good title, rights and power to grant this lease of the property to the Lessee. In case of any dispute over the rights/ powers of the Lessor resulting in



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Loss/Damages to the bank and/or proceedings / suits/ claims / demands against the bank the Lessor shall indemnify and keep the bank indemnified at all times against all such loss/ damages / claims etc.

11. The lessee shall have the right to use or under lease or sub-lease the said premises or part thereof to any of their branches, offices, or associates or subsidiaries or its parent bank and they shall have the right to utilize the premises for any of its various needs, and any notice in this regard given by the Lessee to the Lessor is and shall be binding under these presents.
12. The Lessor shall be deemed to have granted all rights of way water, air and privy or other easements appertaining to the said premises.
13. That the Lessee has absolute right to install Electrical Connection (Pole and Transformer), Bore well pump and CIP Machinery and Ball Mill or Generator or make a Tailing Storage facility (TSF) or any other gadget or otherwise at its cost either in the premises or any portion of leased premises for its needs at the time of vacating the premises the same shall be removed at its costs. The Lessor shall provide suitable space with proper enclosures for installation of such gadgetries on immediate possession of the said premises by the Lessee.
14. The lessor will not be entitled to sell the premises during the currency of the lease period of 33 years and its extension thereof, as the Lessor has already been paid with advance rental of Tanzanian Shillings 30,000,000/- for the period of 33 years starting from the date of this contract. However, in case the Lessee vacates the premises before the expiration of the said agreement period of 33+33 years, in that case the Lessor is entitled to sell the land after obtaining NOC from Lessee.
15. That the Lessee has right to remove at the time of vacating the said premises, all electrical fittings, fixtures, counters, safes, strong room doors, safe deposit lockers, partitions, furniture, and all other equipment and electrical gadgets with accessories put up inside/outside and/or at the terrace/roof top of the said premises/ building by it.
16. INDEMNITY: Lessor agrees to comply with all laws, regulations and orders relating to give possessions for land equipment, licences, operation, and use of the equipment and assumes all risks and liabilities arising from or pertaining to the possession.
17. Lessee have right to vacate and terminate this agreement by giving three months' notice in writing and the Lessor shall not have any objection or any claim in this regard and not entitled for any compensation/damages.



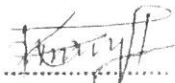
18. Lessee to bear its own legal costs. The stamp Duty & Registration charges of the Lease Documentation as applicable shall be borne by the Lessee. The Lessor will provide required assistance in the registration process.
19. In future if any amendments changes needed Mr. MLENGE KIMAWA and family will give the signature without charging to the Lessee.
20. In future if the Lessee wishes to purchase this land parcel can do so Lessor will do so at no extra cost and support them with co-operation. Also sublet or further lease the property with permission of Mr. MLENGE KIMAWA and family. If required Mr. MLENGE KIMAWA do at no any extra cost.
21. The Lessor or his family has no interference in the lessee business, OR will enter the area on rent/ lease without written permission.

Lessor Representative will sign documents on behalf of Lessor Mr. Vedant Mohta on behalf of Lessee will sign the documents on behalf of Bhumi Resource TZ Limited.

MADE THIS AGREEMENT AT ON THE _____

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

Signed and Delivered at Kahama by the said who has been identified to MLENGE KIMAWA, who known to me personally this 9 day JULY 2018 within the above named LESSOR



 (LESSOR)




RESIDENT MAGISTRATE
 KAHAMA

Signed Before Me:-

Signature: _____

Qualification: RESIDENT MAGISTRATE

Signed and delivered at Kahama by the said Mrs. KWANDU MASUKE, who has been identified To me by MLENGE KIMAWA, who know to me Personally his ___ day ___ 2018 within the above named witness.



 (WITNESS)



RESIDENT MAGISTRATE
 KAHAMA

Signed before me:

Signature: _____

Qualification: _____

RESIDENT MAGISTRATE
[Signature]
RESIDENT MAGISTRATE

PARTY OF THE OTHER PART, on behalf of **BHUMI RESOURCE TZ LIMITED**

Mr. VEDANT VUAYMOKHTA *[Signature]*

DIRECTOR

Signed before me:-

Signature:

Qualification:

Witness:-

1. Sign: *Rashid* _____

(For Lessor)

Full Name, Occupation & Address:

RASHID KASHIB

2. Sign: *[Signature]* _____

(For Lessee)

Full Name, Occupation & Address:

SURESH PANDE

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HOME AFFAIRS
TANZANIA POLICE FORCE



LOSS REPORT

DAR/CEN/RB/203708/2021

This is to certify that

DICKSON MASAU MJUNGU


Reported to the police on 10 ,Machi 2021 that the under-mentioned property has been lost:-

Property Type	Property Name	Property Number
Nyaraka(mfn: Vyeti vya shule)	certificate of incentives / original receipt ya tic dollar 100 na dollar 1000	Registration No043323 Bhumi Resources

More Details

tarehe 10-03-2021 ofisi iligundua kupotea kwa document takes hapo juu

Control Number :: 9910823409174


INSPECTOR GENERAL OF POLICE (IGP)
20 .Aprili 2021

NB:It must be clearly understood that the certificate is not evidence that the report made by the complainants accepted by Police as genuine.