



**THE REGISTRATION OF DOCUMENTS ACT
(CAP. 117)**

LEASE AGREEMENT

BETWEEN

NGORONGORO CONSERVATION AREA AUTHORITY

(LESSOR)

AND

PRINCE & PRIU INCORPORATION LIMITED

(LESSEE)

**IN RESPECT OF HOTEL PREMISES WITHIN THE NGORONGORO TOURISM
CENTER LOCATED ON PLOT NO. 1 & 2, AREA "E" IN ARUSHA CITY**

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THIS DEED OF LEASE between the parties is now entered into this..... day of 2023

BETWEEN

NGORONGORO CONSERVATION AREA AUTHORITY (NCAA), a Parastatal Organization established under the laws of Tanzania to wit, The Ngorongoro Conservation Area Authority Act (Cap 284) with its registered office at the Ngorongoro Conservation Area, Post Office Box 1, Ngorongoro Crater, Arusha –Tanzania (hereinafter referred to as the “**LESSOR**”), which expression shall where the context so admits include his legal personal representatives, assigns, successors in title, of the one part.

AND

PRINCE & PRIU INCORPORATION LTD, a Limited liability company incorporate under the laws of Tanzania to wit, the Companies Act (Cap 212 (R.E 2002) of Postal Office Code 16928, Arusha having its principal business office at the ground floor of the Ngorongoro Tourism Centre, Arusha commonly known as ‘Sanna Café’ (hereinafter referred to as the “**LESSEE**” which expression and when the context so admits shall include its legal representatives, agents assigns and successors in title) of the other part.

RECITALS;

- A. That the **LESSOR** is the lawful registered owner of all that land and improvements commonly known, numbered and legally described as the **Ngorongoro Tourism Centre** located on Plot Number 1 & 2, Area ‘E’ within Arusha City in ARUSHA REGION (hereinafter referred to as the “**Property**”)
- B. That because of some cogent reasons, the **LESSOR** makes available for lease to the prospective **LESSEE** thereof, the hotel premises within the Property and notwithstanding the foregoing, it is intended that, the prospective **LESSEE** shall use the Hotel premises (hereinafter referred to as the “Premises”) for commercial purposes only as a hotel and café area.
- C. That discussion and negotiation meetings conducted in August 2022, September 2022, October 2022, November 2022 and January, 2023 have taken place between the Parties and that the **LESSOR** has agreed to lease to the **LESSEE** and the **LESSEE** has agreed to lease from the **LESSOR**, the hotel premises on rental basis. The negotiation

minutes are attached as Appendix II and form part of this lease agreement.

- D. Consideration stated hereinafter and upon the covenants, conditions and provisions are herein set forth. Conclusively and comprehensive terms and conditions superseding all previous documents and understandings if any are now being recorded by this Agreement.

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 **Premises**, unto the **LESSEE** together with all easements appertaining thereto on the following terms and conditions;

ARTICLE I

DEFINITION OF KEY WORDS AND PHRASES

The following words and phrases used in this contract shall, where the context so admits, be deemed to have the following meanings;

Appurtenances mean all the installations and appliances in the hotel **Premises** and includes, without prejudice to the generality term, of the term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access door, interior doors, remote control equipment, fire control equipment, windowpanes window frames, server cabinets and air conditioning units;

Building Shall mean the building on the property in which the **Premises** are situated.

Premises Shall mean premises under specific use, location, lettable floor coverage and facilities available in the following manner and order.

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| Area Use | Floor Location | Size (Square Meters) | Facilities |
|-------------------------|------------------|----------------------|--|
| Multi-purpose hall | Tenth Floor | 775 | Three halls; standalone office; toilets; kitchen and store |
| Laundry Area | Eleventh Floor | 29 | Unclosed space |
| Hotel Rooms | Twelfth Floor | 3,871.20 | 11 Rooms |
| Hotel Rooms | Thirteenth Floor | | 14 Rooms |
| Hotel Rooms | Fourteenth Floor | | 4 Rooms; Kitchen & Restaurant; and Open Terrace Restaurant Area |
| Hotel Rooms | Fifteenth Floor | | 5 Rooms; Open Terrace Pool Area |
| Parking Area | Basement Level 2 | 20 lots | The parking area, to be installed with an additional 20 SQM cold storage room for groceries. |
| Clients receiving Point | Ground Floor | | Receiving and dropping of hotel clients. |

Facilities shall mean equipment, locations, quantities and specifications to be handled for use to the LESSEE in the manner and order specified in the attached inventory sheets (Appendix III).

Commencement date means the **1st of January, 2023** and shall also mean the lease effective date.

Common area shall mean those portions of the property and including parking bays and walkways other than those actually let within the exclusive hotel premises or used exclusively for hotel purposes.

Designated persons shall mean the **LESSOR'S** Staff, directors, agents, independents contractors and representatives.

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Hilary Bakari Shedaffa
 Advocate, Notary Public & Commissioner
 for Ombudsman

Lease term shall have the meaning as set forth in clause 2.1 herein.

Party means the **LESSORS** or the **LESSEE**, (as the case may be) and "Parties" means both of them. **Third party** means any party other than **LESSOR and LESSEE**.

Other charges shall mean all additional charges include fines, penalty, taxes of all types including and not limited to withholding and Value added taxes, and levies for operations, interest and costs that may be added in any event association to this lease assumed in the event of any failure on the part of the lessee including late or non-payment of rent.


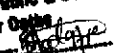
Rent shall have the meaning as set forth in clause 2.2.2(a), (b), (c), (d) and (e) herein.

Service Charge shall have the meaning as set forth in clause 2.2.3 herein

The agreement shall mean this agreement entered into between the **LESSOR** and the **LESSEE** for the purposes enumerated herein, and all amendments, modifications, supplements, consolidations, extensions and revisions to that effect approved by the **LESSOR** and the **LESSEE** in accordance with the provisions hereof.

Capital Investment shall mean monies earmarked and used towards the renovations, upgrading, procuring furniture, fixtures, fittings and equipment (FFF&E) and improvements of the hotel premises inline with the agreed and signed investment plan, which forms part of this agreement (Appendix IV)

ARTICLE II


Certified as True Copy of the Original
Hilary Bakari Shedeffa
Advocate, Notary Public & Commissioner
for Ombudsman
Sign: 
15/01/2023

**LEASE TERM, MODALITY OF PAYMENT OF RENT, SECURITY DEPOSIT
& OTHER MATTERS ASSOCIATED WITH PAYMENT OF RENT**

2.1 Lease Term;

The **LESSOR** hereby leases the Premises to the **LESSEE**, and the **LESSEE** hereby leases the same from the **LESSOR**, for a period of Ten (10) years beginning on **1st January, 2023** and ending on **31st December, 2032** with an option to review the rent, on mutual agreement by both parties after every Five (5) years. The rent to be payable on review shall take into consideration the officially recognized and ascertained inflation factor of that particular period.

2.2 Rent and Service Charges

2.2.1 Rent-free Period (Grace Period);

In consideration for the period under which the Premises will be undergoing a major upgrading and alterations to make it fully operation together with possible unplanned expenses to both the **LESSOR** and the **LESSEE**, the **LESSOR** shall grant Seven (7) months rent-free period commencing on **1st January, 2023** and ending on **31st July, 2023**.

2.2.2 Rental Payments;

After expiry of the aforesaid rent-free (grace period), the lease payments will be as follows;

- (a) The **LESSEE** shall pay to the lessor a monthly rental of **US\$ 12,000.00** (US dollars Twelve thousand only) VAT inclusive per month, paid monthly in advance for the Premises.
- (b) The **LESSEE** shall withhold 10% of the rent payable and pay to the Tanzania Revenue Authority (TRA) proof of which should be submitted to the Landlord by the Tenant for record purposes.

2.2.3 Service Charge

- a) The Service charge to be paid during the grace period will be **USD 500 (United States Dollars Five Hundred Only) (VAT exclusive)** per month. The service charge will escalate to **USD 1000 (United States Dollars One Thousand Only) (VAT exclusive)** after expiration of the grace period.

The Service charges include, inter alia; -

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Hilary Bakari Sheddafa
Notary Public & Commissioner
for Ombudsman

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- a) Garbage collection;
- b) Cost of general security of the building. However, it is hereby understood and agreed that every tenant shall be responsible for his/her own premises and wares;
- c) Vehicle parking and delivery areas maintenance;
- d) Cost of maintenance of the common parts on the ground floor.
- e) Cost of replacement, maintaining and repairing of the equipment in the common area e.g. water pumps, fire extinguishers.
- f) Costs of maintaining landscaping and cleaning of common areas outside the building in the ground floor.

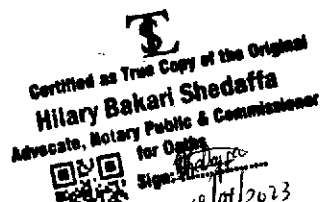
Utilities such as water and electricity charges will be billed according to consumptions as per the meter readings and paid by the Tenant accordingly the respective month.

2.2.4 Other Service and Maintenance Charges

Other services including; servicing and maintenance of lifts; generator, air conditioning system; fire protection systems; repair and maintenance of the Premises- including repair of electrical and plumbing; security services (man guards); cleaning to common areas; fumigation of the Premises amongst others will be separately charged and payable by the **LESSEE** in accordance with the maintenance plan attached as Appendix V.

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 Certified as True Copy of the Original
Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Ombudsman
Sign: Hilary Bakari Shedaffa
01/11/2023

2.3 Modality of Payment of Rent and Service Charges;

2.3.1 Rent Payment Modality

The monthly rentals as stipulated above shall be payable monthly in advance. Each installment shall be due for payment by the Seventh day following the month's anniversary. For the purposes of this agreement the first month rental shall be paid after expiration of the rent-free (grace) period i.e., by **1st of June 2023**.

2.3.2 Service Charges Payment Modality

a) The service charge shall be payable monthly in advance due for payment by the Seventh day following the month's anniversary. For the purposes of this agreement the first month service charge shall be paid on the lease commencement.

b) The service charge payable during the grace period shall be **USD. 500 (USD Dollar Five Hundred only)** VAT Exclusive per month and shall escalate to **USD. 1000 (US Dollars One Thousand only)** per month VAT exclusive after the expiration of the grace period.

2.4 Security Deposit;


In addition to rent, **LESSEE** shall be obliged to execute the pre-agreed project investment plan as security for **LESSEE'S** faithful performance of all the terms, covenants and condition under this lease or otherwise defaults with respect to any provision of this lease.

The tenant shall on signing the letter of offer provide a bank guarantee certificate in favor to the landlord being security deposit equivalent to **three (3) months' rent (USD 30,508.50 (United States Dollars Thirty Thousand, Five Hundred Eight and Cents Fifty Only) VAT Exclusive**. This guarantee shall be retained throughout the lease period by the landlord as a security to hedge against the tenants' performance of all obligations under the lease. The guarantee will be withdrawn to the tenant at the end the term without interest subject to the tenant having fully complied with the terms and conditions of the lease and less

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Hilary Bakari Shedaffa
Notary Public & Commissioner

expenses; costs, utility bills and funds owed to the landlord by the tenant.

2.5 Other Matters Associated with Payment of Rent;

2.5.1 Rent and other payments

To pay the Rent together with Building Service Charges and utility charges on the days and in the manner set out in this Lease Agreement and not to exercise or seek to exercise any right or claim to withhold rent whether by way of legal or equitable set-off.

2.5.2 Default to Pay Rent;

If the **LESSEE** fails to pay rent or other monies on due date the **LESSOR** shall demand the **LESSEE** to settle the outstanding rent within thirty (30) days failure of which the **LESSOR** shall have the right to claim the overdue amount from the **LESSEE** (including other costs associated with lodging that claim). This right to claim the overdue amount from the **LESSEE** shall not, in any way, detract the **LESSOR** from any other of its right stipulated under this lease. In the event the **LESSEE** fails to pay the rent for a further period of one month the **LESSOR** shall have the right to terminate the agreement forthwith.

2.5. Penalty for Late Payment of Rent;

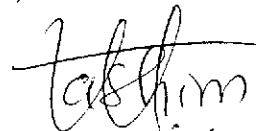
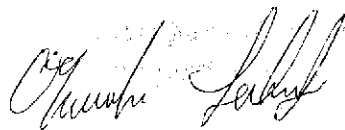
If the **LESSEE** fails to pay rent and service charges on the due date, the **LESSOR** shall charge the **LESSEE** and the **LESSEE** shall pay on demand interest on overdue sum at the rate of 1% (one percent) compounded per month.

2.5. Appropriation of Payments;

The **LESSOR** shall be entitled in its sole and absolute discretion to appropriate any amounts received from the **LESSEE** (Whether the **LESSEE** has allocated it or not) towards the payment of any lawful cause or debt or amount owing by the **LESSEE** to the **LESSOR** arising out of this Lease.

2.5. Utilities/ Services;

The **LESSEE** shall be liable for and shall pay to the appropriate authorities' charges together with the value added tax thereon arising out of its use of electricity and other charges (including basic and service charges), in respect of;



- (a) The Premises;
- (b) The building and/ or property; which are attributable to the use of the **LESSEE**.

2.5. Exclusion of claims;

The **LESSEE** shall have no remedy against the **LESSOR**, and/ or designated person for any interruption in the supply of water, electricity, lifts or any other services howsoever caused, in the areas exclusively used for the Premises including but without limiting the generally of the foregoing, any interruption due to any act or omission on the part of the **LESSOR**, and/ or the designed person, if in such case the **LESSOR** considers it necessary to enable it to exercise its rights under the Lease.

ARTICLE III

HANDING OVER OF THE HOTEL FOR OPERATION AND TAKING DOWN OF INVENTORY CHEKLIST

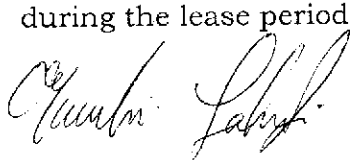
- 3.1 The completion of signing of this lease agreement signifies that, a joint inspection of the Hotel premises has already been carried out by the **LESSOR** and the **LESSEE** whereby the **LESSEE** has already been provided with conditions and schedule of the Premises and an inventory checklist of all items include furniture, fittings and equipment before the **LESSOR** hands over the Premises to the **LESSEE** for possession and operation.
- 3.2 The Premises handing over shall run effectively at par with lease commencement date.
- 3.3 For the purposes of this agreement, the Premises in full compliance of all conditions stipulated in clause (3.1) above shall be handed over to the **LESSEE** by the **LESSOR** on "as-is-basis".

ARTICLE IV

PARTICULAR OBLIGATION OF THE PARTIES

4.1 LESSOR's Obligations:

- 4.1.1 To insure and keep insured the Premises and its fixtures (if any) therein against loss or damage by fire and such other risks as the **LESSOR** shall deem desirable or expending
- 4.1.2 To keep the main structure of the Premises in good repair and on receipt of notice from the **LESSEE** remedy the structure faults.
- 4.1.3 To pay the entire site rates and all land rents and other imposition during the lease period.



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Advocate, Notary Public & Commissioner
for Oaths



4.1.4 Upon payment of rent as stipulated in this agreement and upon observing and performing the covenants and stipulation herein on the parts of the **LESSEE** to provide the **LESSEE** with peaceful holding and enjoyment of the Premises during the lease period without any undue interruption thereon.

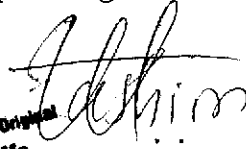
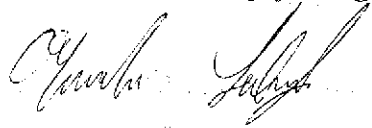
4.2 LESSEE's obligations;

4.2.1 To organize, procure and invest according to the agreed capital investment plan, the total capital investment needed to establish this business to an estimated tune of **USD. 634,430.00 (United States Dollars Six Hundred Thirty-Four Thousand Four Hundred Thirty Only)** as per the submitted investment plan. This amount shall comprise the capital investment in basic renovations, purchase of long-term assets, installation of necessary equipment and furnishing which are not currently installed as per Appendix IV of the investment plan submitted.

4.2.2 Within 14 days after the commencement date of this lease the **LESSEE** shall give the **LESSOR** written notice of any defect in the Premises with particular of any appurtenances which are defective or missing (even if such notice is required for information purposes only and the **LESSOR** is required to remedy such defects) and in the absence of such notice (or after the remedying by the **LESSOR** of any matter complained of in the notice) the **LESSEE** shall be deemed to have accepted the Premises and appurtenances as being complete and without defect and in good order and repair.

4.2.3 The LESSEE shall further: -

- a) Keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
- b) At all times keep the premises in clean, tidy and sanitary condition.
- c) Not be entitled to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the **LESSOR** (and in case consent is granted, any such signs, notices or other matter shall be removed by the **LESSEE** prior to the end of its occupation of the premises and any damage caused thereby shall be made good by the **LESSEE**);
- d) Not obscure any plate glass windows by painting or otherwise;



- e) Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may be calculated to damage the premises;
- f) Not change or interfere with or overload the electrical installations in the premises;
- g) Not to obstruct or interfere or tamper with any thermostats or air conditioning appliances in the premises or the building;
- h) for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the premises;
- i) Not place any safe of heavy article(s) in the premises without the **LESSOR's** prior written consent, which shall however, not be withheld unreasonably;
- j) Not install in the premises air conditioning or ventilating units or equipment without the **LESSOR's** prior written consent;
- k) Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in the entrance hall, staircase of the building or in the yard of any portion of the property;
- l) Permit the **LESSOR** and his agents and other persons authorized in writing by the **LESSOR** to enter the Premises at all reasonable times with prior consent, such consent shall however, not be unreasonably withheld, for the purposes of inspecting the Premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained.
- m) Not use the Premises in a way which would create nuisance or any damage to the public and neighbors
- n) Abandoning Demised Premises:

Not to cease carrying on business in the Demised Premises or leave the Demised Premises continuously unoccupied for more than one month without: -

- (i) Notifying the Lessor; and
- (ii) Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the Demised Premises from vandalism, theft, damage or unlawful occupation.

- o) Observe that, if it fails to comply with the foregoing obligations and as a result the **LESSOR** incurs any liability, indemnifies the **LESSOR** against all claims, damages or losses of any nature whatsoever which the **LESSOR** may sustain as a result thereof.

Notary Public & Commissioner for Oaths
Mary Bakari Shadoffa
 Notary Public & Commissioner for Oaths
 Date: 18/04/2023

ARTICLE V

INSURANCE

5.1 Insurance by the Lessor;

During the lease term, the **LESSOR** shall keep the Premises, the building and any other improvements (undertaken at the instance of the **LESSOR**) now or hereafter located upon the Premises insured against loss by fire, vandalism, malicious mischief and normal extended coverage risks.

5.2 Insurance by the Lessee;

5.2.1 **LESSEE** shall be required to maintain at its own expense, insurance policy with insurance company acceptable to the **LESSOR** covering (i) breakage of plate glass in the Premises (ii) **LESSEE'S** improvement other than the initial leasehold improvement to the hotel (iii) **LESSEE'S** personal property, supplies and equipment in an amount equal to replacement cost thereof.

5.2.2 **LESSEE** shall provide **LESSOR** with duplicates of insurance policy evidencing the required insurance to be carried out by **LESSEE** hereunder.


5.2.3 **LESSEE** agrees not to maintain or store any material in or about the Premises which would in any way impair or invalidate any of the insurance required to be maintained by **LESSEE**.

5.2.4 If the **LESSEE** uses the Premises so as to cause an increase in the cost of insurance/premium on the Property or building, **LESSEE** shall be responsible for paying any such increase.

5.2.5 **LESSEE** agree to indemnify and defend **LESSOR** against any claims action liability and damages of any kind and nature, and against all costs and expenses, including attorney's fees (cumulatively the "Liabilities") arising out of any occurrence (i) within the Premises, (ii) occasioned wholly or in part by the use and occupancy of the Premises, or (iii) related to the business conducted by **LESSEE** in the Premises, or (iv) from any act or omission by the **LESSEE**, its agents, employees, sub **LESSEES**, concessionaires, licensees or contracts.

Chunah Sahyl

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Certified as True Copy of the Original
Hilary Bakari Sheddafa
Advocate, Notary Public & Commissioner
for Ombudsman
Sign: *[Signature]*
13/07/2023

5.2.6 **LESSEE** further agrees to indemnify **LESSOR** from any liabilities arising out of a default by **LESSEE** under this lease, including the failure to conform to applicable environmental laws. This indemnification shall survive the termination of this lease.

**ARTICLE VI
OTHER GENERAL CLAUSES**

6.1 LESSOR's/ LESSEE's Domicilium:

The parties choose as the *domiciliacitandi et executandi* for all purposes under this lease, whether in respect of court processes notice or other documents or communication of whatsoever nature, (including the exercise of any option), the following addresses;

The LESSOR;

NGORONGORO CONSERVATION AREA AUTHORITY
P. O. Box 1
Ngorongoro Crater
Arusha
Tel: +255 27 2537006/19 Fax: +255 27 2537007
E-mail:

The LESSEE

PRINCE & PRIU INCORPORATION LIMITED,
P. O. Box 16928,
Arusha.
Tel: + 1815 814-6885 / +255 757 286 572
E-mail:

Any notice or communication required or permitted to be given in items of this agreement shall be valid and effective only if is made in writing, but it shall be competent to give notice by email.

6.2 Inventory Checklist:

6.2.1 The **LESSEE** shall keep an up-to-date inventory of all furniture, equipment and all expenses incurred in alterations repairs and renovations and such list shall be open to inspection by the **LESSOR** and shall constitute evidence of the **LESSEE's** investment.

[Handwritten signatures]

6.2.2 The **LESSOR** shall make available to the **LESSEE** the list of furniture, equipment, devices, systems or part of systems to be handled over to **LESSEE** on commencement of the lease and the **LESSEE** shall be required to handle over to the **LESSOR** all furniture, equipment, devices, systems or part of systems upon the lease expiry in good condition.

6.3 LESSEE's Compliance with The Laws and Conditions of the Title;

The **LESSEE** shall comply with all laws, bylaws and regulation relating to **LESSEE's** or occupiers of business premises or effecting the conduct of any business carried on in the Premises and shall not contravene any of the conditions of title under which the property is held by the **LESSOR** or any of the provision of the Town Planning Regulations applicable to the building, nor do or cause or permit to be done in or about the building anything which may be or cause a nuisance or disturbance to the occupiers of the building or occupiers of neighboring premises.

6.4 LESSEE to comply with LESSOR's regulation;

The **LESSEE** agrees to comply with the **LESSOR'S** security and fire protection regulations and; equipment and building maintenance plan and the law which may exist in the Premises from time to time and shall be liable for compliance therewith employees and invitees.

6.5 Sub-letting;

The **LESSOR** has entered into this lease agreement with the **LESSEE** in reliance upon experience and ability of the **LESSEE**. Therefore, this lease and all rights herein shall not be assignable and/ or sub-leased to a third party without the prior written consent of the **LESSOR**.

6.5.1 Notwithstanding anything to the contrary contained or implied in this Lease, the **LESSOR** shall, on receipt of such an application, be entitled by written notice delivered to the **LESSEE**, either to consent or refuse to the assignment/ sub-lease

6.5.2 In determining whether or not the consent or approval should be granted the **LESSOR** will consider, among other things, the possession of a valid business license by the assignee, financial capability of the assignee in complying with the law of the land.

6.5.3 In the event of an assignment this lease, unless prescribed otherwise by the **LESSOR** the lease term shall be binding upon

Charles Lally

Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Oaths
Sign: *[Signature]*
14/11/13

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the assignee in the same manner as it was granted to the previous **LESSEE**.

6.5.4 Cancellation of this Lease in terms of this clause shall in no way detract from the **LESSOR's** right to enforce performance of any obligations to reinstate the Premises.

6.6 Consent and Approvals;

LESSOR's consent or approvals may be given by the **LESSOR** or representative of the **LESSOR** from time to time designated in writing by **LESSOR**. All such consent or approvals shall be in writing and not otherwise.

6.7 No Third-Party Beneficiaries;

The **LESSOR** and the **LESSEE** acknowledge that this Agreement is solely for their own benefit and, except as may be provided anywhere herein that no third Party shall have any rights or claims arising hereunder.

6.8 Furniture, Fixture, Fittings and Equipment (FFF&E)

The **LESSEE** shall be responsible for furnishing the Premises to the quality satisfying the standard of the proposed Premises. PROVIDED THAT the existing furniture and fittings in the Premises shall continue to be used by the **LESSEE** up and until outlived their normal span of life and become beyond economic repair whereby the **LESSOR** shall be informed and the same shall be returned to the **LESSOR thereafter**.

6.9 Repair and Maintenance:

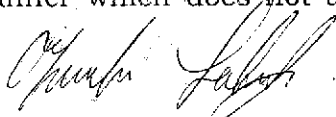
The **LESSOR** will be responsible for structural repairs and major repairs of electrical and plumbing systems. Meanwhile, the **LESSEE** will be responsible for internal painting of the Premises, general repairs and maintenance of handled over equipment, fittings, furniture including repairs and maintenance of the lifts, air conditioning system, and other installations designated for the Premises.

6.10 No Prior Liability:

No debts or liabilities of **LESSOR** (as proprietor of the Property) in respect of time, periods prior to the execution of the Agreement shall be assumed by **LESSEE**.

6.11 Operating Lease:

The principle of the Lease shall be an operating lease undertaken in a manner which does not accrue or generate cost, expense, liability



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Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Oaths



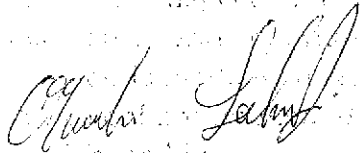
(whether contingent, indirect or not) or specific performance needs on the part of the **LESSOR** in any way or under any pretext whatsoever other than its responsibility to insure and ensure the upkeep of the buildings structure in good repair and operative conditions.

6.12 Capital Investments; and Expenses Records:

All capital investments; and expenses incurred by the **LESSEE** on behalf of the **LESSOR** shall be appropriately financially recorded and reported according to the International Financial Reporting Standards, in a transparent manner. The **LESSOR** shall have right of access to inspect the books and records regarding capital investments and relevant expenses at any time provided such inspection is made with reasonable advance notice and carried out in a way to ensure minimal disruption to operations. The **LESSOR** shall have right to have the records independently verified and/ or audited at its own expenses.

6.13 LESSOR's Right of Entry

The **LESSOR's** and/or its designated person shall be entitled to enter into the Premises with prior written notice to the **LESSEE** at all reasonable times for the purpose of inspecting the Premises and for carrying out any repairs or any alternations or addition or modification or improvements thereon or other work related to the Premises.



6.14 Cancellation of Lease due to Damage or Destruction on the Premises:

The **LESSOR** may, but shall not be obliged to cancel this Lease if: -

- a) There is damage to the Premises such that the Premises have been rendered substantially un-tenable because of absence of access or supply of any necessary service or amenity; or
- b) There is destruction or damage to the Premises or parts thereof, whether or not the Premises are involved and the **LESSOR** determines to put an end to the tenancy in the Premises in order to engage in reconstruction, renovation or rebuilding.
- c) The **LESSOR** shall refund the **LESSEE** to cover for the losses in capital investment. Such capital investment refunds shall be on depreciated costs basis computed based on capital depreciation allowance methods provide in the Income Tax Act of 2004.

6.15 "To LET" Adverts:

The **LESSOR** may advertise for 'letting of the Premises' in the newspaper during the period of three (3) months immediately preceding the termination or expiry of this Lease and during that period the **LESSEE** shall permit any prospective **LESSEES** of the Premises form a part to view the interior and exterior parts of the Premises

6.16 Sale of the Premises

- a. The **LESSEE** agrees that the **LESSOR** has the right to dispose of the Premises if it so desires during this Lease. The sale by the **LESSOR** of the Premises during the lease term shall not affect the terms of the Lease in any way whatsoever nor entitle the **LESSEE** to claim damages as a result thereof.
- b. The **LESSOR** shall give the **LESSEE** a six months' legal notice on the intention to dispose of the Property and shall offer to the **LESSEE** the first right of refusal in the event of disposal of the Property.

6.17 Fire Hazards:

The **LESSEE** shall not at any time bring or allow to be brought or kept on the Premises, nor to permit to be done in the Premises, any matter or thing or activity whereby the fire or any other Insurance policy in respect of the property may be liable to become void or voidable or

whereby the premium for any such insurance may be increased. The **LESSEE** will be liable for any such increase.

6.18 Force Majeure:

Provided that the respective Party is not already in default of its obligations under this Agreement, both Parties shall be released of their respective obligations in the event of a National emergency, Civil commotion/disturbance, war, earthquake, flood storm, prohibitive Government regulations/action or any other similar casualty/cause beyond reasonable control of the Parties herein and was not reasonably foreseeable which renders performance of this Agreement impossible.

6.19 Alterations and Additions:

6.19.1 The **LESSEE** shall not make any major alterations or additions to the Premises, without the **LESSOR'S** prior written consent.

6.19.2 If it shall be a condition of any competent authority in respect of the grant or renewal of any licenses required by the **LESSEE** to carry on the business for which the Premises are hired that the Premises shall be altered or renovated, the **LESSOR** shall not be obliged, but the **LESSEE** shall be obliged at its own expense to carry out such alterations of renovations provided that the **LESSOR'S** prior written consent is obtained and that the work is carried out by the qualified contractor and under the supervision of the consultants involved during the construction of the project whose fees shall be paid by the **LESSEE**.

6.19.3 If any alterations or improvements are made by the **LESSEE**, the **LESSEE** shall, before the expiry or terminations of this Lease, (unless the **LESSOR** otherwise agrees in writing in which case any alterations and/or improvements shall become the **LESSOR'S** property without any compensations being payable to the **LESSEE** in respect thereof), remove them and reinstate the Premises to the condition in which they were before the improvement and/or alterations were effected.

C. J. ... *Sahar* *Tatshim*

6.20 Reimbursement to LESSOR

Should the **LESSEE** fail to fulfill any obligations or to perform any act which it was obliged to fulfill or perform in terms on any clause of this Lease, the **LESSOR** shall be entitled but not obliged to fulfill such obligation or to perform such act for and on behalf of the **LESSEE** and the **LESSEE** shall be liable for all or any costs incurred by the **LESSOR** thereby or as a consequence of such fulfillment or performance.

6.21 Renewal of Lease

The **LESSOR** may at the written request of the **LESSEE** made three (3) calendar months before the expiration of the term hereby created (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or no-observance of any of the covenants on the part of **LESSEE** herein contained at the expense of the **LESSEE** grant to it a Lease of the Premises for a further term as shall mutually be agreed upon by the parties herein as to the duration and other terms and conditions.

6.22 Review:

It is agreed that;

6.22.1 the parties shall monitor the operation of terms of this lease agreement in good faith and shall be entitled to seek a review of any term or provision of this lease: -

- (a) where the parties agreed it is appropriate to vary the term(s) of this lease agreement.
- (b) which does not operate in a manner consistent with the spirit and intention of the agreement of the parties.
- (c) Where the prevailing market condition at that particular period demand change of the term of this agreement.
- (d) To take into account any legislative changes.

6.22.2 The **LESSOR** and **LESSEE** are entitled to seek review of the terms and operation of this agreement where circumstances affecting the operation and application of this agreement have materially changed.

6.22.3 It is agreed that the **LESSOR** shall seek review of the rent chargeable every five (5) years and the rental changes shall be effected if mutually agreed by all parties.

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Certified as True Copy of the Original
Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Oaths

6.22.4 In the event that an agreement of review cannot be reached between the parties, either party may refer the matter to an independent expert to be agreed between the parties or refer the matter to an Arbitrator.

6.23 Termination

6.23.1 Termination by the LESSOR

a) **Termination on Default:** The **LESSOR** shall, in its reasonable judgment, be entitled by issuance of one (1) month notice to the **LESSEE** to terminate this Lease if the **LESSEE**, shall have failed to carry out any material obligations of the **LESSEE** under the Agreement. Failure to carry out any material obligations include but not limited to where the **LESSEE** fails to pay any rent in accordance to the terms of this Agreement or any other amount due to the **LESSOR** on due date.

b) **Termination for Convenience:** the **LESSOR** may terminate the Agreement, in whole or part, at any time for its convenience (any reason) by giving at least six months' notice in writing to the **LESSEE**. Such termination shall not be deemed to be a breach of the contract.

The **LESSEE** shall however be entitled to compensation to cover for the losses in capital investment. Such capital investment refunds shall be on depreciated costs basis computed based on capital depreciation allowance methods provide in the Income Tax Act of 2004.

c) **Termination for Insolvency:** The **LESSOR** may at any time terminate the Agreement with the **LESSEE**, if the **LESSEE** becomes bankrupt or otherwise insolvent. PROVIDED THAT the engagement of the **LESSEE** may be reinstated and continued if the **LESSOR** and the **LESSEE'S** trustee in bankruptcy, liquidator, receiver, or manager (as the case may be) shall so agree.

d) **Termination on Discharge:** This Agreement shall become automatically terminated upon each Party having

Charles Sahy

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Certified as True Copy of the Original
Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Ombudsman

successfully and completely discharged their respective obligations under the Agreement.

- e) **Early Termination:** The **LESSOR** shall have an early termination right on sale of the Property to a third Party provided the **LESSOR** shall refund the **LESSEE** to cover for the losses in capital investment. Such capital investment refunds shall be on depreciated costs basis computed based on capital depreciation allowance methods provide in the Income Tax Act of 2004.

6.23.2 Termination by the LESSEE:

The **LESSEE** may terminate this Agreement upon issuance of at least a three (3) month notice to the **LESSOR**, which termination may be due to the following grounds:

- a) **Upon LESSOR'S Default:** i.e., following the **LESSOR'S** material breach of the Agreement, this shall include but not be limited to failure to ensure that, the Premises are in good condition and fit for operations in accordance with the terms and conditions of this Agreement.
- b) If the **LESSOR** goes into liquidation, becomes insolvent, has a receiver appointed or enters into any composition or arrangement with its creditors (or the equivalent in any overseas jurisdiction).

PROVIDED THAT: termination of this Agreement, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either part to this Agreement.

6.24 Further Actions:

6.24.1 The **LESSOR** and the **LESSEE** agree that at any time or from time to time, after the execution of this Agreement, they shall upon request of the other, execute and deliver such other documents and do such further acts and things as may reasonably be requested from each other in order to fully effect the purpose of this Agreement.

6.24.2 The **LESSOR** and the **LESSEE** declare that in all their dealings they will be motivated by a spirit of mutual regard for each other's interest and will do all in their respective powers

[Handwritten signature]

to ensure full attainment of the desired purpose of this Agreement.

6.25 Severability:

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

6.26 Duty to Confidentiality:

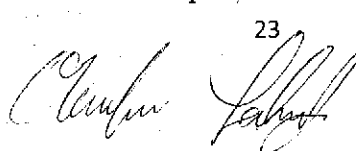

6.26.1 The Parties herein shall not, during the term(s) of this Agreement and thereafter, disclose any proprietary confidential information relating to their services, this Agreement and/or the business or operations without the prior written consent of either party.

6.26.2 Any information exchanged in accordance with the Agreement which is not in the public domain or disclosure of which is not required by any law, rule or regulation, will be strictly confidential and shall not be disclosed to third parties of whatever nature, under any circumstances, without the prior consent of either party and/or except as required by law.

6.27 Rights Cumulative; No Waiver;

6.27.1 No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement.

6.27.2 The failure of either party to this Agreement to insist at any time upon the strict observed performance of any of the provisions of this agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such, right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to



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Hilary Bakari Shodafa
Notary Public & Commissioner

time and as often as may be deemed expedient by those parties.

6.28 Holding over;

While for any reason or on any grounds the **LESSEE** occupies the Premises and the **LESSOR** disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the **LESSEE** shall continue to pay an amount equivalent to the total rent provided for in this lease. If the dispute is resolved in favor of the **LESSOR**, the payments made and received in terms of this Lease shall be deemed to be amounts paid by **LESSEE** on account of damaged suffered by the **LESSOR** by reason of the unlawful occupation or holding over by the **LESSEE**.

6.29 Dispute Settlements:

6.29.1 In the event of any dispute or difference arising out of or relating to breach of this Agreement, the Parties shall use their best endeavor to settle it amicably; by consulting and negotiating with each other in good faith and understanding of their mutual interests to reach a fair and equitable solution satisfactory to both parties.

6.29.2 If the Parties fail to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 6.29.1 hereinabove, shall refer the matter to any Commercial Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination basing on the arbitration law of Tanzania.

6.29.3 Disputes with Occupiers of Adjoining Premises:

If any dispute arises between the **Lessee** and the **Lessees** or occupiers of the Demised Premises as to any easement, right or privilege in connection with the use of the Demised Premises and any other part of the building or as to the boundary structures separating the Demised Premises from any other property it shall be decided by the **Lessor** or in such manner as the **Lessor** shall reasonably direct or at the **Lessor's** option by the Surveyor acting as an expert and not as an arbitrator.

Charles Lohy *Felshim*

6.30 Integration:

The drafting, execution and delivery of this Agreement by the Parties have been induced by no representations, statement, warranties, or agreements other than those expressed in this Agreement. The Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this Agreement.

6.31 Interpretation:

In interpreting this Agreement, the provision in the Agreement shall not be construed against or in favor of either party on the basis of which party drafted this Agreement.

6.32 Governing Law and Courts Jurisdiction:

The validity and interpretation of this Agreement and the performance due hereunder shall be governed by the applicable laws of Tanzania. Any proceedings arising out of in connection with this Agreement may be brought in any competent commercial court of jurisdiction in the United Republic of Tanzania.

6.33 Stamp Duty:


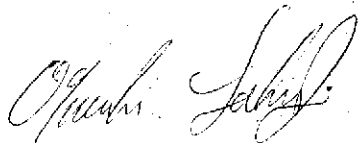
The **LESSEE** shall pay with immediate effect from the date of receiving of the copies of this Lease Agreement at the office of Tanzania Revenue Authority (TRA), the Stamp duty of the amount which shall have been assessed by the stamp Duty officer and return to the **LESSOR** all copies of the lease duly stamped and executed.

6.34 Registration of the Lease

The **LESSOR** undertakes, to bear costs and charges relating to the drawing of this Lease and registration of the lease agreement (or any renewal thereof).

6.35 Execution:

This Agreement shall be executed in quadruplicate and/or in any number of counterparts each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.



6.36 Lockout, Interest and Legal Charges:

6.36.1 If and whenever during the said term the rent remains unpaid for 30 days from the date when such rent fell due the **LESSEE** may, after the receipt of prior written notice from the **LESSOR**, be locked out and if the rent is not paid within 14 days (14) days from the date of lock out the properties of the said **LESSEE** therein may be disposed of in order to redress for the accrued debt and the **LESSOR** will not be held responsible for any loss or damage of the said property.



6.36.2 If the **LESSEE** fails to pay rent or any other monies within Thirty (30) days after falling due the **LESSOR** may charge the **LESSEE**, and the **LESSEE** shall pay on demand, interest on overdue sums at the rate of 1% (one percent) compounded per month. This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the **LESSOR** in enforcing any of its rights or the **LESSEE'S** obligations under this lease on an attorney and own client scale (which shall include collection charges) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment, in regard to any appeal against any judgment or otherwise.

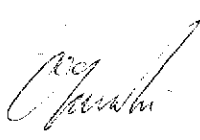
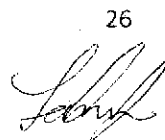

6.37 Complete Agreement

6.37.1 This Agreement, including any specified attachments, constitutes the entire Agreement between the **LESSOR** and the **LESSEE** with respect to the leasing and operation of the Premises and supersedes and replaces any and all previous agreements entered into or/and negotiated between the **LESSOR** and the **LESSEE** relating to the Premises covered by this Agreement.

6.37.2 Appendices to the Lease Agreement include;

- a) Appendix I: Certificate of Title for the Property
- b) Appendix II: Negotiation Minutes
- c) Appendix III: Inventory Sheet on FFF&E
- d) Appendix IV: Capital Investment Plan


Certified as True Copy of the Original
Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 04/20/23

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- e) Appendix V: Service and Maintenance Plan
- f) Appendix VI: Environmental Impact Assessment Certificate
- g) Appendix VII: Town and Country Regulations applicable to the building
- h) Appendix VIII: Investment Implementation Plan
- i) Appendix IX: Lessee's Certificate of Incorporation and Tax Identification Number (TIN)

6.37.3 No change to this Agreement shall be valid unless made by supplemental written Agreement executed and approved by the **LESSOR** and the **LESSEE**. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the **LESSOR** and the **LESSEE** in writing.

6.37.4 Each party to this Agreement hereby acknowledges and agrees that the other Party has made no warranties, representations, covenants, or agreements, express or implied, to such part, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon the warranties representations, covenants or agreements express or implied to such party, other than those expressly set forth herein.

6.38 Miscellaneous matters:

6.38.1 **The headings**

All headings and subheadings employed within this Agreement are inserted only for purposes of convenience only and ease of reference and are not intended to affect the meaning of any of the provisions hereof thus, they should not consider in the construction or interpretation of any provision of this Agreement.

6.38.2 **Parties' representation**

The **LESSOR** represents and warrants that it has full powers and authority to enter into this Agreement and the **LESSEE** represents and warrants that it has powers and authority to enter into this Agreement and is fully qualified and licensed to the extent required by law.

[Handwritten signature]

[Handwritten signature]

In **WITNESS WHEREOF** the parties hereto have executed the lease agreement in the manner and on the day hereinafter appearing;

SEALED with the COMMON SEAL of the said)

NGORONGORO CONSERVATION AREA AUTHORITY)

in our presence this 3rd day of Jan, 2023)

SEAL

Name: CHRISTOPHER DAVID TIMBLUKA

Signature: [Signature]

Postal Address: Box 1, NGORONGORO CRATER

Qualification/Designation: Ag. CC

Name: JUMANNE DEDE MASANGWA

Signature: [Signature]

Postal Address: 1 NGORONGORO CRATER

Qualification/Designation: ASMLS

SEALED with the COMMON SEAL of the said)

PRINCE & PRIU INCORPORATION LTD)

in our presence this 3rd day of January, 2023)

SEAL

Name: PRINCE YAREEF OLUMIJOBI

Signature: [Signature]

Postal Address: Care of 1844 Arusha

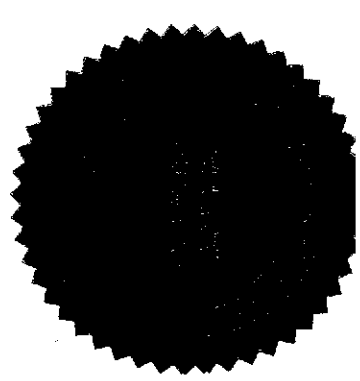
Qualification/Designation: Director

Name: HADDIJER HASHIM FORAJI

Signature: [Signature]

Postal Address: Care of 1844, Arusha

Qualification/Designation: Director



THE UNITED REPUBLIC OF TANZANIA
The Land Registration Ordinance (Cap. 310)



Certificate of Title

Number 05 5019/1

Controlled by the Office of
Hilary Baker Stone
Assistant Registrar General
Tanzania
1973

This Certificate of Title is a valuable document and should be kept safe. It must not be mutilated or written upon. It must be produced with all documents for the registration of any disposition or transmission of the land.

Any person desiring to acquire any estate or interest in the land shown on this certificate or to register any disposition or transmission of the land must first satisfy himself that the land has been entered in the Land Register and that the person named in the certificate is the registered proprietor.



Stamp Duty Shillings paid and
 Revenue Receipt No. of M.P. No. 32167
 Dated

 Asst. Registrar-General



CERTIFICATE OF OCCUPANCY.

Wentzel day of *December*

Nineteen hundred and fifty-one.

Title No. *7089*

RECEIVED
 1951
 12/17/51
 11/17/51

THIS IS TO CERTIFY that WILLEM DU TOIT MALAN and PETTIER
 both of Arusha (hereinafter called the Occupiers) are
 entitled as joint tenants to a Right of Occupancy in and over
 the land described in the Schedule hereto and more
 particularly delineated in the plan annexed hereto for a term
 of Ninety-nine years from the Fourth day of September Nineteen
 hundred and fifty-one according to the true intent and
 meaning of the Land Ordinance and subject to the provisions
 thereof and to any regulations made thereunder and any
 amendment in substitution therefor or amendment thereof and
 to the following special terms and conditions, viz. :-

ORIGINAL COPY
 Asst. Registrar of Titles
 Date 12-17-2004

The Occupiers shall pay during the said term the rent
 of Shillings Three hundred and sixty-two (Shs. 362/-) to be
 paid yearly in advance without any deduction on the Fourth day
 of September in each year during the said term PROVIDED ALWAYS
 that the said rent shall be subject to revision by the
 Governor after the expiration of Twenty years from the date of
 commencement of the said Right of Occupancy and shall also be
 subject to revision or further revision after the expiration
 of every subsequent period of Twenty years throughout the term
 of the said Right of Occupancy provided that such revision may
 take place only within Five years after the above mentioned
 revision dates.

The Occupiers undertake :-

(i) To erect buildings on the land of a value of not less
 than Shillings Forty thousand (Shs. 40,000/-).

(ii) Within a period of Six months from the date of
 commencement of the Right of Occupancy to submit to
 the Township Authority, Arusha such plans of the
 proposed buildings (including block plans showing the

TANGANYIKA
 Asst. Registrar
 Class 19
 NOT DENOTED

No 14816 Registered 28.10.53 at 8.30 AM

TERMS OF RIGHT OF OCCUPANCY VARIED

Asst. Registrar of Titles

- No 17069 Registered 11.10.54 at 8.30 AM
- (1) DWARKADAS JAYARBHAI PATEL (1/4)
 - (2) JASHBHAI CHATURBHAI PATEL (1/4)
 - (3) AMBALAL RANCHOBBHAI PATEL (1/4)
 - (4) SURATBEN MAGTIBHAI AMIN (3/16) AND
 - (5) CHATURBHAI TIWABHAI AMIN (1/16)
- Comp. Sh. 50,000/-

Asst. Registrar of Titles

REGISTRATION OF REGISTRY

- No 16410 Registered 4.10.55 at 11.50 AM
- DWARKADAS JAYARBHAI PATEL 1/4
 - JASHBHAI CHATURBHAI PATEL 1/4
 - AMBALAL RANCHOBBHAI PATEL AMIN 1/4
 - SURATBEN MAGTIBHAI AMIN 3/16
 - CHATURBHAI TIWABHAI AMIN 1/16
- Registered as owners of the right of occupancy

Asst. Registrar of Titles

MORTGAGE

No 24011 Registered 16.5.56 at 11.30 AM

FIRST PERMANENT BUILDING SOCIETY

to secure Rs 80,000/-

Asst. Registrar of Titles

Printed at the Office of the Registrar
 Hilary Street, Singapore
 1956

elevations and specifications thereof as will satisfy the said Authority and as will ensure compliance with the binding covenant contained in sub-paragraph (1) pre. Such plans and specifications shall be submitted in triplicate.

- (iii) To commence building operations within a period of Three months from the date of notification by the said Authority of approval of the plans and specifications, such buildings to conform to a building line decided on by the said Authority.
- (iv) To complete the buildings according to the said plans and specifications so that the said buildings are ready for use and occupation within a period of Twenty-four months from the date of commencement of the Right of Occupancy.
- (v) At all times after the expiration of the period mentioned in the last preceding sub-paragraph to have on the land approved buildings of the type and specifications hereinbefore referred to and to maintain the same in good order and repair to the satisfaction of the said Authority.
- (vi) Not to erect nor cause to erect on the land any buildings of any kind whatsoever except in accordance with building plans and specifications which shall have been approved by the said Authority as hereinbefore provided.

5. No transfer of the said Right of Occupancy will receive consent until the foregoing covenants have been complied with except in special circumstances of which the Governor shall be the sole judge.

4. The Occupier shall not at any time subdivide the land nor assign sublet nor otherwise dispose of any portion thereof nor any of the buildings to be erected thereon without the previous consent of the Governor.

5. Only one main building with the necessary outbuildings shall be erected on the land and such buildings shall be used solely for commercial and residential purposes.

6. Failure to comply with any of the terms or conditions herein contained as implied will be deemed to

Noted as True Copy of the original
Hillary Baker, Secretary
Assistant Secretary
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THE FOLLOWING HERELINEAFTER REFERRED TO

ALL THAT piece or parcel of land known as Plot No. 2, Area
situate in Arusha Township containing Nine thousand one
hundred and fourteen (9,114) square feet as delineated on
Survey Plan No. D⁶ ¹⁰ 2575 annexed hereto and thereon edged in
red.

GIVEN under my hand and seal and by order of the
Governor the day and year first above written.

[Signature]
LAND OFFICER.

The within-named MARSHIDAS M. MEHTA & COMPANY LIMITED hereby
accepts the terms and conditions contained in the foregoing
Certificate of Occupancy.

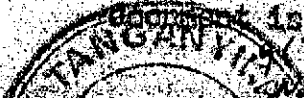
THE COMMON SEAL of
MARSHIDAS M. MEHTA &
COMPANY LIMITED was
affixed hereto in the
presence of:-

J. H. I. [Signature]
[Signature]

who have also signed
their names and who
are able to read and
write the language in
which the within written
document is written this
day of

Marshidas M. Mehta
Man. Director.

P. C. Vardaman



APPLICATION FOR ALTERATION OF TERMS

Title No. 2914

Date: 24th April 1958

To: The Registrar of Titles,
Dar es Salaam.

We Narahidas M. Mehta & Company Limited of Arusha hereby apply for registration of the following variation of the terms and conditions contained in the Certificate of Occupancy registered under the above mentioned title :-

1. That the words "By the 30th day of June 1958" be substituted for the words "Within a period of six months from the date of commencement of the said Right of Occupancy" at the beginning of sub-paragraph (ii) of special term and condition number two on page one.
2. That the words "By the 30th day of June 1958" be substituted for the words "within a period of twenty four months from the date of commencement of the Right of Occupancy" at the end of sub-paragraph (iv) of special term and condition number two on page two.

THE COMMON SEAL of Narahidas M. Mehta & Company Limited was affixed hereto in the presence of :-

LALITA N. MEHTA - Director
R.K. Vandruwala - Secretary

who have also signed their names and who are able to read and write the language in which the within written document is written this
24th day of April
1958 in my presence :-

Lalita N. Mehta
Director

R.K. Vandruwala
Secretary

Witness
Arusha

Notary Public & Commissioner
Hilary Baker Spedding
I agree to the variation of the terms and conditions of the Certificate of Occupancy set out in this application.

TANGANYIKA
REGISTRY OF TITLES
DAR ES SALAAM

B...

TITLE No. 7114
 REGISTERED
 23.11.51
 of 1951
 199/1951
 Asst. Registrar of Lands

TANGANYIKA
 Stamp Duty Shillings 1/- paid and
 Revenue Receipt No. 77 of 19/1/51
 Issued
 Asst. Registrar-General

L.C. No. 1051
 H.P. No. 58905

TANGANYIKA
 Stamp Office
 Section 19
 DUTY DEMONSTRATION
 The 108/—
 printed instruction

CERTIFICATE OF OCCUPANCY

Twenty-second of November

Nineteen hundred and fifty-one

~~118/51~~

18/11/51
 Asst. Registrar-General
 See
 055019/6

THIS IS TO CERTIFY that **REHIDAS M. MENHA & COMPANY LIMITED** a Limited Liability Company incorporated in Tanganyika and having its registered office at Arusha (hereinafter called the Occupier) is entitled to a Right of Occupancy in and over the land described in the Schedule hereto and more particularly delineated in the plan annexed hereto for a term of Ninety-nine years from the Twentieth day of September Nineteen hundred and fifty-one according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and any enactment in substitution thereof or amendment thereof and to the following special terms and conditions, viz.:-

1. The Occupier shall pay during the said term the rent of Shillings Three hundred and sixty-six (Shs. 366/-) to be paid yearly in advance without any deduction on the Twentieth day of September in each year during the said term PROVIDED ALWAYS that the said rent shall be subject to revision by the Governor after the expiration of Twenty years from the date of commencement of the said Right of Occupancy and shall also be subject to revision or further revision after the expiration of every subsequent period of Twenty years throughout the term of the said Right of Occupancy provided that such revision may take place only within five years after the above mentioned revision dates.

2. The Occupier undertakes:-
 (1) To erect buildings on the land of a value of not less than Shillings Forty thousand (Shs. 40,000/-).

The Land Registration Ordinance



Certificate of Title

Number

055019/6

Registered in the name of
MRS. J. M. M. M. M.

1964

This Certificate of Title is a legal document which confers upon the holder the right to use the land for any purpose which is not prohibited by law and to transfer the land to any other person for the registration of any instrument of transmission of title.

Any person claiming to acquire any right, title or interest in the land which is inconsistent with the rights conferred by this Certificate of Title shall be deemed to be a trespasser and shall be liable to be removed from the land and to pay compensation for any damage done to the land.

This Certificate of Title is subject to the provisions of the Land Registration Ordinance and to any other law relating to land in Tanganyika.

APPLICATION FOR ALTERATION OF TERMS

Title No. 7914

Date: 25th April 1958

To: The Registrar of Titles,
Dar. Bk. Salgan.

We Narshidas M. Mehta & Company Limited of Arsha hereby apply for registration of the following variation of the terms and conditions contained in the Certificate of Occupancy registered under the above mentioned title :-

1. That the words "by the 30th day of June 1958" be substituted for the words "within a period of six months from the date of commencement of the said Right of Occupancy" at the beginning of sub-paragraph (ii) of special term and condition number two on page one.
2. That the words "by the 30th day of June 1958" be substituted for the words "within a period of twenty four months from the date of commencement of the Right of Occupancy" at the end of sub-paragraph (iv) of special term and condition number two on page two.

THE COMMON SEAL of Narshidas M. Mehta & Company Limited was affixed hereto in the presence of :-

LALITA D. DETHA - Director
R.K. Vardumulla - Secretary

who have also signed their names and who are able to read and write the language in which the within written document is written this

25th day of April 1958 in my presence :-

*Chandrasekhar
Alankar
Arsha*

Lalita D. Mehta
Director

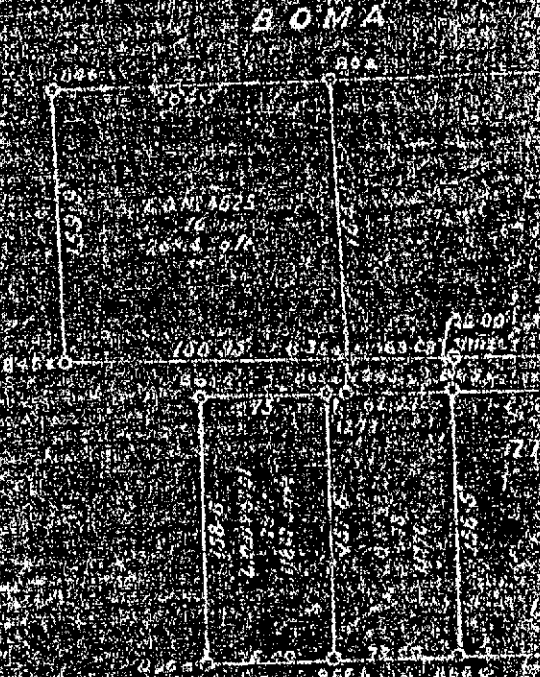
R.K. Vardumulla
Secretary

I agree to the variation of the terms and conditions of the Certificate of Occupancy set out in this application

TRANGA VINA
No. 10/10/58

R

| | | | | | |
|------|------|------|------|------|------|
| 12 | 13 | 14 | 15 | 16 | 17 |
| 3700 | 4000 | 4200 | 4500 | 4800 | 5100 |
| 15 | 17 | 16 | 15 | 14 | 13 |
| 6216 | 7000 | 7500 | 8000 | 8500 | 9000 |
| 11 | 12 | 13 | 14 | 15 | 16 |



BOMA

| | | | | | | | | |
|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 10 10120 S. 1/2 | 8 3123 S. 1/2 | 7 3127 S. 1/2 | 6 3128 S. 1/2 | 5 3129 S. 1/2 | 4 3129 S. 1/2 | 3 3127 S. 1/2 | 2 3127 S. 1/2 | 1 3122 S. 1/2 |
|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|

| | | | | | | | | |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 10120 S. 1/2 | 3123 S. 1/2 | 3127 S. 1/2 | 3128 S. 1/2 | 3129 S. 1/2 | 3129 S. 1/2 | 3127 S. 1/2 | 3127 S. 1/2 | 3122 S. 1/2 |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

| | | | | | | | | |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 10120 S. 1/2 | 3123 S. 1/2 | 3127 S. 1/2 | 3128 S. 1/2 | 3129 S. 1/2 | 3129 S. 1/2 | 3127 S. 1/2 | 3127 S. 1/2 | 3122 S. 1/2 |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

STREET

| | | | | | | | | |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 10120 S. 1/2 | 3123 S. 1/2 | 3127 S. 1/2 | 3128 S. 1/2 | 3129 S. 1/2 | 3129 S. 1/2 | 3127 S. 1/2 | 3127 S. 1/2 | 3122 S. 1/2 |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

Amerns & Co.

AREA 'E'

Arushu Township

Scale 1:250

building covenant contained in sub-paragraph (i) supra. Such plans and specifications shall be submitted in triplicate.

(iii) To commence building operations within a period of Three months from the date of notification by the said Authority of approval of the plans and specifications, such buildings to conform to a building line decided upon by the said Authority.

CERTIFIED TRUE COPY
Date: 12-7-2004

(iv) To complete the buildings according to the said plans and specifications so that the said buildings are ready for use and occupation within a period of Twenty-four months from the date of commencement of the Right of Occupancy.

(v) At all times after the expiration of the period mentioned in the last preceding sub-paragraph to have on the land approved buildings of the type and specifications hereinbefore referred to and to maintain the same in good order and repair to the satisfaction of the said Authority.

(vi) Not to erect nor commence to erect on the land any buildings of any kind whatsoever except in accordance with building plans and specifications which shall have been approved by the said Authority as hereinbefore provided.

5. No transfer of the said Right of Occupancy will receive consent until the foregoing covenants have been complied with except in special circumstances of which the Governor shall be the sole judge.

4. The Occupiers shall not at any time subdivide the land nor assign sublet nor otherwise dispose of any portion thereof nor any of the buildings to be erected thereon without the previous consent of the Governor.

3. Only one main building with the necessary outbuildings shall be erected on the land and such buildings shall be used solely for commercial and residential purposes.

6. Failure to comply with any of the terms and conditions herein contained or implied will be deemed to constitute good cause for revocation of this Right of Occupancy.

Certified as True Copy of the Original
Hilary Bakari Shedaffa
Advocate, Notary Public & Commissioner
for Ombudsman
Date: 12/7/2004

REGISTERED COPY
[Signature]
 Registrar of Titles
 12-7-2004

THE SCHEDULE HEREINBEFORE REFERRED TO:

ALL THAT piece or parcel of land known as Plot No. 1,
 Area "D", situate in Arusha Township containing Nine
 thousand and sixty-six (9,066) square feet as delineated
 on Survey Plan No. D⁵ $\frac{10}{5575}$ annexed hereto and thereon
 edged in red.

GIVEN under my hand and seal and by order of the
 Governor the day and year first above written.

LAND OFFICER.

We, the within-named WILLEM DU TOIT MALAN and FETTER DE WET
 hereby jointly and severally accept the terms and conditions
 contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by)
 the said WILLEM DU TOIT)
 MALAN who is able to)
 read and write the)
 language in which the)
 within written document)
 is written)
 this *sevent* day of)
December 1951,)

W.T. Malan

in my presence :-

RECEIVED
 17/7/51
 1951





AREA "E"

Arusha Township

Scale 1:250

Certified in the State of Michigan
 Hilary Baker, Surveyor
 Advocate, Hilary Baker & Associates, Inc.
 10000 E. Grand Ave., Suite 200, Grand Rapids, MI 49506
 Phone: (616) 941-1111
 Fax: (616) 941-1112
 Email: hba@hba-inc.com

SEEN and DELIVERED by
the said PEYTER DE WET
who is able to read and
write the language in
which the within written
document is written
this 7 day of
December 1951,
my presence :-

P. deWet

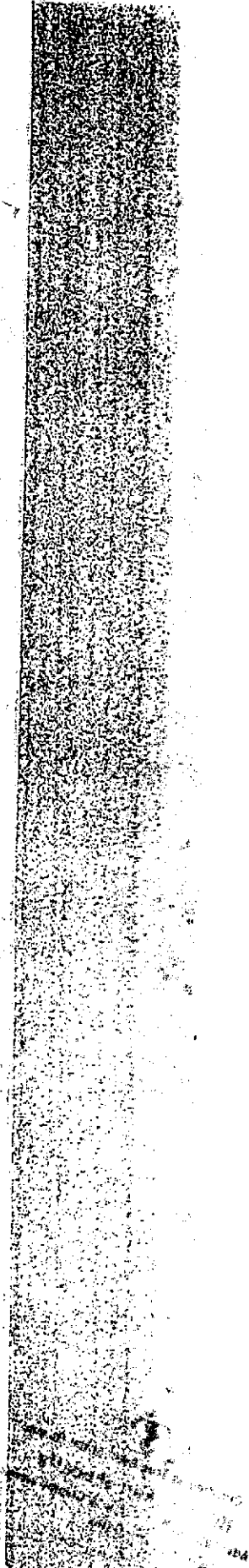
ORIGINAL TRUE COPY
[Signature]
Asst. Registrar of Titles
12-7-2004

NOTICE OF DEPOSIT
Registered 10-8-55 at 3 p.
BY
THE STANDARD BANK OF SOUTH
AFRICA LIMITED
Withdrawn F.D. 20228 on 1/1/67
at 3 pm
Asst. Registrar of Titles
[Signature]
Asst. Registrar of Titles

NOTICE OF DEPOSIT
N. 19637 Registered 10-8-55 at 3 p.
BY
THE STANDARD BANK OF SOUTH
AFRICA LIMITED
Withdrawn F.D. 20228 on 1/1/67
at 3 pm
Asst. Registrar of Titles
[Signature]
Asst. Registrar of Titles

NOTICE OF DEPOSIT
Registered 2-8-55 at 3 p.
BY
LIMITED
[Signature]
Asst. Registrar of Titles

NOTICE OF DEPOSIT
N. 25569 Registered 21-12-57 at 11 a.m.
BY
BARCLAYS BANK D.C.O.
[Signature]
Asst. Registrar of Titles



ANGANYIKA

BLOCK 055010

PROPERTY INDEX MAP

Edition 1

ARUSHA



ROAD

Certified as True Copy of the Original
Hilary Bakari Shedoffa
 Advocate, Notary Public & Commissioner

102/2013
 Date: 10/10/2013

ANGANYIKA

BLOCK 055010

INDIA INDEX MAP

Edition 1

ARUSHA



ROAD

BOMA

INDIA

ROAD

TITLE
SECTION 38

SECTION OF THE LAND

Conditions, Easements, etc.

Occupancy (Filed Document Number CT. 7989)

TITLE NUMBER


055019/1

Nature of Estate

RIGHT OF OCCUPANCY

PART III: INCUMBRANCES

| Line of Registration | Filed Document Number | Nature of Incumbrance | Further Particulars | Initials of Registrar |
|----------------------|-----------------------|-----------------------|--|-----------------------|
| 1-57 | 05569 | NOTICE OF DEPOSIT | BARCLAYS BANK PLC WITHDRAWN | <i>[Signature]</i> |
| 2-57 | 05568 | MORTGAGE | THE NORTHERN PROVINCE FARMERS' CO-OPERATIVE SOCIETY LIMITED - Shs. 100,000/- DISCHARGED | <i>[Signature]</i> |
| 3-57 | 49211 | NOTICE OF DEPOSIT | THE NATIONAL BANK OF COMMERCE WITHDRAWN | <i>[Signature]</i> |
| 4-01/0015 | 40039 | MORTGAGE | To: CRDB BANK PLC (To secure an unspecified amount) | <i>[Signature]</i> |


 Certified as True Copy of the Origin
Hilary Bakari Shedaffa
 Advocate, Notary Public & Commissioner
 for Oaths
 Sign: *[Signature]*
 Date: 18/01/2023

