



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASE AGREEMENT

Certified true copy of
This is to certify that the annexed Certificate of Occupancy dated
the Seventeenth day of February, 2022
is registered in the Land Registry under Title No. 3464/1

Copies of the subsisting entries in the register are within

Dated the Seventh ^{7th} day of March, 2022 20.....

Serr

[Signature]
Asst. Registrar of Title

Title No. 3464/1

Description of registered land

All that land known as Farm No. 1374, Kiliannaja Village
Keraty District containing Four Decimal point seven six
(4.476) Hectares as shown for identification only edged
red on the plan attached to this Certificate and defined
on the registered Survey Plan Number 36164 deposited at
the Office of Director for Survey and Mapping at Dav on Taluk

SUBJECT: to the Conditions contained in the Lease under

File document No. 2335.

SUBJECT: to Section 83 as to Survey.

EX - C.T. No. 3464.

ENTRIES IN THE REGISTER

TITLE NO. 3464/1

No. Registered 7.3.2022 at 10.4. m
To OPULENT PARKS LIMITED of P.O.
Box 78744 Dar es Salaam - as
registered owner

Sen. 
Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

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To

No. Registered at m
To



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 3464
L.O. No: 1198817-1198926
KAR/LD/2021/111

Made and entered into this.....day of2022

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

OPULENT PARKS LIMITED

of P.O Box 78744 DAR ES SALAAM and having certificate of incentives No. 20215389 (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 MANYARA under Title No. 3464..... in respect of land within Farm No. 1374 situated at Kilimamoja Village in Karatu District Council 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 Eight years commencing on the First day of October, Two Thousand and Twenty One and expiring on the Thirtieth day of September, Two Thousand One Hundred and Nineteen subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

1 

The Land shall be used for **LODGE Purposes Only**; Use Group 'C' Use Class (f) defined in the Town and Country Planning (Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2021, thereafter continue to pay Tshs 2,372,280/= (Tanzania Shillings Two Million Three Hundred Seventy Two Thousand Two Hundred Eighty) other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising here from 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 establishing and operating a tourist hotel **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the **Karatu District Council** within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
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.
 - iii. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land

5. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.
6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
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 **OPULENT PARKS LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 1374 situated at Kilimamoja Village in Karatu District Council , measuring Four Decimal Point Four Seven Six (4.476) Hectares shown for identification only edged red istered Survey Plan Numbered 36164 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and *]
DELIVERED in the presence of us this 03]
day of January 2022

Name Dr. Maduhu Kazi
Signature [Signature]
Postal Address Box 938 DSM
Qualification Legal Affairs Manager
EXECUTIVE DIRECTOR.

Name Godfrey Kilolo
Signature [Signature]
Postal Address Box 938 DSM
Qualification Legal Affairs Manager



SEALED with the COMMON SEAL of the said]
OPULENT PARKS LIMITED and]
DELIVERED in the presence of us this 03 day]
of January 2022

Name AYAZALI SADRUDDIN JIVAAZ
Signature [Signature]
Postal Address P.O. box 78744 DSM
Qualification DIRECTOR

Name KARIM KANTI
Signature [Signature]
Postal Address P.O. BOX 78744 DSM
Qualification DIRECTOR



[Handwritten mark]

Senior Asst. Registrar of Titles



TITLE No. **2283**
 REGISTERED ON: **7/3/2022**
 AT: **10:434**

TANGANYIKA STAMP DUTY ACT

Stamp Duty Shs: **500/-** Paid

On Certificate No. **922066097386264**

of **7/3/2022**

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT

Stamp Duty Shs: **500/-** Paid

Receipt No. **922066097386264**

of **7/3/2022**

Stamp Duty Officer

