

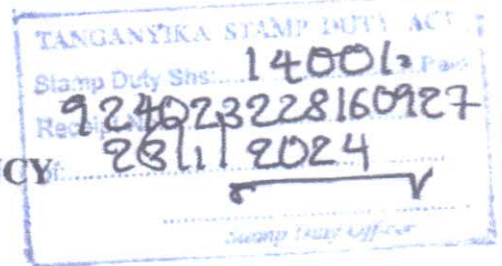
THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

(NO.4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Title No. 10428
L.O.NO. 1202010
ADC/LD/LON/8178

The 28th day of February Two Thousand and Twenty Four

THIS IS TO CERTIFY that **GEORGE DEONISE RUTAHIWA** and **EDNA JOHNS LUKUTA** of P.O. Box 571 **TABORA** (hereinafter called "the Occupiers") are entitled to a Right of Occupancy (hereinafter called "the right") in and over the land described in the schedule hereto (herein after called "the land") as **joint Occupiers** for a term of **Sixty Six** years from the First day of January Two Thousand and Twenty Four according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the **Thirtieth day of June, 2024** shall there after pay rent of shillings **Sixteen Eight Hundred (16800/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by Commissioner for Lands.
2. The Occupiers shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re- established

Certified as True Copy of the Original
Pascal Alfred Temba
Advocate, Notary Public & Commissioner
for Oaths
Sign: [Signature]
Date: 25.4.2024

at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Erect on the land buildings in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **ARUSHA DISTRICT COUNCIL** (hereinafter called "**the Authority**").
 - (iv) Submit to the Authority building plans within Six months from the date of commencement of **the Right**.
 - (v) Begin building construction within six months after approval of the building plans by the Authority.
 - (vi) Complete the building construction within Thirty Six months from the date of commencement of the Right.
3. **USER:** The land shall be used for **Residential Purposes Use Group "A" Use Class** as defined in the **Urban Planning (Use Groups and use Classes Regulations), 2018**.
 4. The Occupiers shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupiers shall deliver to the Commissioner notification of disposition in the prescribed form before or at the time the disposition is carried out together with the payment of all premier, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause and in public interest.

SCHEDULE

All that land known as Plot No. 73, Block "A" located at LONGIVA Area, Arumeru District containing ^{Four hundred and ninety two} ~~Five Hundred Eight (508)~~ square meters shown for identification only **edged red** ^{land} on the plan attached to this certificate and defined on the Registered Survey Plan numbered 175991 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and official seal the day year first above written.

ASSISTANT COMMISSIONER FOR LANDS

We, **GEORGE DEONISE RUTAHIWA** and **EDNA JOHNS LUKUTA** (as joint Occupiers) he within named **HEREBY** accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
GEORGE DEONISE RUTAHIWA, who is)
Known to me personally/identified to me by)
.....)
The latter being known to me personally)
this day of 2024)

Name Josephine Vincent)
Signature [Signature])
Postal address 2330)
.....)
Qualification Land officer)

LAND OFFICER
ARUSHA DISTRICT COUNCIL
P. O. BOX 2330 ARUSHA

SIGNED and DELIVERED by the said
EDNA JOHNS LUKUTA who is
Known to me personally/identified to me by

.....
The latter being known to me personally
this day of 2024

Name Josephine Vincent

Signature [Signature]

Postal address 2330

ARUSHA
Qualification Land officer

LAND OFFICER
ARUSHA DISTRICT COUNCIL
P. O. BOX 2330 ARUSHA

[Signature]

LAND LEASE AGREEMENT

This **LAND LEASE AGREEMENT** is made this 25 day of 07, 2024

BETWEEN

GEORGE DEONISE RUTAHIWA AND EDNA JOHNS LUKUTA of P. o. box 571 Arusha (hereinafter called the "**Lessor**" which expression shall where the context so admits, include her successors and assign in title) of the one part.

AND

TABORA BELMONTE HOTEL'S. LIMITED of P. o. Box 571 Arusha (hereinafter called the "**Lessee**" which expression shall where the context so admits, include his successors and assign in title) of the other part.

PREAMBLE

- A. **WHEREAS**, THE Lessor owns the land located at **PLOT NO 72, BLOCK A" LOCATED AT LONGIVA AREA ARUMERU DISTRICT ARUSHA REGION. WITH CERTIFICATE OF TITTLE NO 10428**
- B. **WHEREAS**, THE Lessor is desirous of entering into a Land Lease Agreement (hereinafter referred to as '**The Lease**') with the Lessee of house (hereinafter referred to '**the demised Land**'); in the said area on the terms and conditions here-in-after appearing;
- C. **WHEREAS**, the Lessee is desirous of renting the demised property from the Lessor;
- D. **AND WHEREAS**, for the purposes herein mentioned the Lessee is willing to lease the demised Land free from any liabilities from the Lessor and Lessor is willing to lease the demised Land to the Lessee and have it back at the end of the term of this Lease likewise free from any liabilities of the Lessee and in each case in accordance with the terms and conditions stipulated in this Agreement;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. THE LEASE

Subject to the terms of the Agreement the Lessor hereby leases the demised property to the Lessee and the Lessee hereby takes the demised property on lease from the Lessor for use of investment and commercial purpose.

2. THE TERM OF THE LEASE

2.1 The terms of the lease in this Agreement is **Ten (10) years** commencing from the effective date which is from the date of possession that is 25 day of 04 **2024**

2.2 Intention to renew, terminate or extend the lease shall be terminated by either party giving six (6) months' notice in writing before expiry of the ongoing lease and such notice shall be binding.

3. THE RENT

3.1 The rent payable shall be **Tsh 300,000/=** per Month.

3.2 That the agreed year rent shall be paid Six (6) Month in advance to the Lessor by cash on the date of signing this agreement.

3.3 That the paid rent shall not be refundable unless there is a prior agreement between the Lessor and the Lessee.

4. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -

4.1 To use and occupy the demised land solely and exclusively for lawful for agriculture and commercial purpose.

4.2 To permit the Lessor or his agents with all necessary workmen appointed by the Lessor, at all material time of the day upon Notice to the Lessee for purposes of carrying thereon and effecting any repairs to the demised property and land generally which the Lessor may consider to be desirable or necessary.

- 4.3 Not to assign or sublet the whole or any part of the demised property without prior written consent of the Lessor.
- 4.4 To yield up the demised property at the expiration or sooner after determination of the said term in accordance with the several covenants hereinbefore contained.

5. PAYMENTS AND TAXES

- 5.1 That Lessor shall pay all taxes, Land rent and such other charges connected with the use of the demised property and/or any part relating thereto as shall be imposed by the Central and Local Governments from time to time with the exception of taxes and outgoings directly connected with the Lessor.
- 5.2 The Lessor shall, in particular, be liable to pay Land Rent Tax as the Government from time to time shall impose.

6. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: -

- 6.1 To pay all land rents and rates which are charged or chargeable in respect of the demised property.
- 6.2 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations made herein on his part contained, shall **PEACEABLE HOLD AND ENJOY** the demised property during the said term without any interruption by the Lessor;
- 6.3 That the Lessee will keep the land in good shape during his tenure;
- 6.4 To ensure that the demised Land is fit for agriculture and commercial purpose at the commencement of the tenancy and that the same shall remain for agriculture and commercial purposes during the lease term;
- 6.5 If at any time the demised property or any part of them are destroyed or damaged by fire, flood, or explosion or other accident not attributable to the negligence of the Lessee, his invitees or employees, or by civil commotion, or lightning, storm, earthquake, volcanic activity or other natural disaster so as to make the demised property or any part of it

wholly or partially unfit for occupation or use, the rent payable by the Lessee shall be suspended and the Lessee shall cease to pay such portion of the rent as is proportionate to the nature and extent of damage sustained until such time that the destroyed portion shall be rendered fit for agriculture and use;

7. **PRESENTATIONS AND WARRANTIES.**

7.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor: -

7.1.1 He is the legitimate and exclusive registered owner of the land pertinent to the demised property. And that the said land is not encumbered in any manner whatsoever.

7.1.2 He has the sole right to occupy and use the demised Land and has the right to grant to the Lessee all rights and privileged granted to the Lessee pursuant to this Agreement.

7.1.3 The Lessor has full power and authority to execute this Agreement and to perform, his obligations herein stipulated.

7.1.4 To bear, pay and discharge all charges for water sewage charges, if any located on the property during the entire period of the Lessee's occupation of the land.

7.2 The Lessee hereby represents warrants and undertakes to the Lessor: -

7.2.1 To pay the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.

7.3 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority, which would adversely affect the Lessor's right in the demised property or, any of the rights of the Lessee in the Agreement.

8 **THE LESSOR AND LESEE HEREBY AGREE AS FOLLOWS: -**

8.1 That prior to the renewal or termination of the lease, the demised property shall be subject to a joint inspection to determine the expected normal wear and tear beyond which would be on the Lessee's account.

8.2 That the Lessee shall not do anything that will, in anyway jeopardize the Lessor's right and title over the land pertinent to the demised property.

9. TERMINATION

In the event that the Lessee concludes that due to circumstances beyond his control, he can no longer require the land for his use, he, shall issue a Six(6) months' Notice to the Lessor to the effect that he desires to terminate this lease and shall, at the expiration of the Notice, handover to the Lessor control and possession of the demised property under the same conditions as if the term of the Lese had come to an end and the Lessor shall not be under any obligation to refund the Lessee any rent already paid but not earned by the Lessor.

10. NOTICE AND SEVERABILITY

Any notice, declaration or other communication required or authorized to be given by one party under the Agreement to the other party shall be in writing and shall either be personally deliver or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, the next following business day, and if by courier and properly signed for, on the this following business day. If any provision of the Agreement is held to be unenforceable under any applicable law, then such provision shall be excluded from Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and all other provisions of the Agreement shall continue to be enforceable in accordance with the governing laws.

11. GOVERNING LAW.

The laws of the United Republic of Tanzania shall govern this Agreement.