

**LAND LEASE AGREEMENT
MKATABA WA KUKODI ARDHI**

**BETWEEN
KATI YA**

LEPARA NAANDATWA LESHUSH & LOMELOK NAANDATWA LAIZER

**AND
NA**

GIRAFFE NATRON ECO CAMP LIMITED

**DRAWN BY;
PARTIES HEREIN**

**UMEANDALIWA NA:
PANDE ZOTE ZA MKATABA HUU**

LAND LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 23 day of 11 2018.
Mkataba huu unafanyika leo 23 siku ya 11 2018

BETWEEN KATI YA

LEPARA NAANDATWA LESHUSH and **LOMELOK NAANDATWA LAIZER**, both natural adult persons of a Village with Postal Office Box Number Loliondo, Arusha – Tanzania (herein after called the '**Lessor**') of the one part;

LEPARA NAANDATWA LESHUSH and **LOMELOK NANDATWA LAIZER**, *watu halisia wenye sanduku la posta Loliondo – Arusha- Tanzania (hapa wakijulikana kama '**Wakodishaji**')*

AND NA

GIRAFFE NATRON ECO CAMP LIMITED a company registered under the Laws of Tanzania of Postal Office Box Number Arusha – Tanzania (herein after referred to as '**Lessee**' which expression shall include and extend to persons deriving the title under the Lessee, its successors and assigns) of the other part;

GIRAFFE NATRON ECO CAMP LIMITED *kampuni ilosajiliwa na sharia za Tanzania lenye Sanduku la Posta Arusha – Tanzania (hapa akijulikana kama **Mpangaji**)*

PREAMBLE UTANGULIZI

WHEREAS: KWAMBA:

The Lessor is the owner of all that parcel of land of approximately 44,100 square meters in **Engaresero** Village in Loliondo, Arusha region.

Wakodishaji ni mmiliki halali wa ardhi inayo kadiriwa kuwa na ukubwa wa mita mraba 210 iliyopo katika kijiji cha ENGARESERO, wilaya ya Loliondo mkoa wa ARUSHA.

WHEREAS: KWAMBA:

The Lessor has considered and agreed to Lease the Land to the Lessee and the Lessee has agreed to Lease the said plot of land for the sum of **UNITED STATES DOLLARS ONE THOUSAND FIVE HUNDRED HUNDRED (USD 1,500)** every 31st day of January Per Year, to be deposited into a Bank Account or by cheque.

Wakodishaji ameamua na kuridhia kukodisha ardhi kwa mpangaji na mpangaji amekubali kukodishiwa ardhi kwa Dola za kimarekani elfu moja na mia tano kwa mwaka, itakayowekwa kwenye Akaunti au kulipwa kwa hundi kila ifikapo taarehe 31 January kila mwaka.

WHEREAS:

KWAMBA:

The Minutes of the Village Council of Engaresero Village, Loliondo Arusha Region confirming the lease of the said Land shall form part of this agreement.

Muhutasari wa kikao cha halmashauri ya kijiji cha Engaresero, Loliondo, mkoa wa Arusha ukihalalisha ukodishaji wa Ardhi hiyo utaambatanishwa katika makubaliano haya ukiwa sehemu ya makubaliano haya.

AND THAT:

NA KWAMBA:

The Lessor is willing to Lease the Land to the Lessee and the Lessee has agreed to lease the said plot of land on terms and conditions as herein agreed.

Wakodishaji yupo tayari kukodisha ardhi na mpangaji yupo tayari kukodi ardhi hiyo kwa vigezo na masharti kama yalivyo ainishwa hapa.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:-

MKATABA HUU WA KUKODISHA ARDHI UNASHUHUDIA IFUATAVYO:-

1.0 LEASE PRICE AND MODE OF PAYMENT

BEI YA KUKODISHA NA NAMNA YA MALIPO

1.1 In consideration of the Lessee paying the sum of **UNITED STATES DOLLARS ONE THOUSAND FIVE HUNDRED (USD 1500.00)** to the Lessor, the Lessor shall Lease the said land free from any encumbrances to the Lessee. The consideration shall be paid in the manner herein after appearing;
*Kwa makubaliano ya Mpangaji kulipa kiasi cha **DOLA ZA KIMAREKANI ELFU MOJA NA MIA TANO (1500 USD)** kwa Wakodishaji, Wakodishaji atakodisha ardhi tajwa ambayo haina mgogoro wowote kwa Mpangaji. Makubaliano haya yatalipwa kwa mpangilio uliowekwa hapa chini;*

1.1.2 The lease will be paid each Year on the 31st day of January.
Kodi italipwa kila Mwaka ifikapo tarehe 31 January

1.1.3 The amount will be deposited into the Lessors bank account or be paid by cheque.
Kiasi cha fedha ya pango litalipwa kwa kuwekwa katika akaunti ya Wakodishaji

1.1.4 The Lease Term shall be ten Years (10) starting from the 1st day of January 2019.
Muda wa mkataba huu ni miaka kumi (10) kuanzia siku ya tarehe 1 Januari 2019.

1.2 The Lessee shall further pay a bed night levy of 4\$ per room whenever they have guests. This shall be paid directly by the Lessee to the Village council.

Kwamba mpangani atalipa fedha kiasi cha dola nne kwa kitanda pale ambapo watapata wageni. Fedha hii italipwa na mpangaji moja kwa moja kwa serikali ya Kijiji.

2.0 DESCRIPTION OF THE LAND **MAELEZO YA ENEO HUSIKA**

2.1 The Lessor is hereby **lease** and the **lessee** is hereby **leasing** the said plot of land and together with the surrounding bufferzone.

Wakodishaji anakodisha na mpangaji anapangisha eneo tajwa pamoja na eneo la bufferzone linalolizunguka.

2.2 The plot to be sold is bordered by:-
Ardhi inayo kodishwa inapakana na:-

- a. Village in the North,
Kijijo Kaskazini,
- b. Village in the South,
Village Kusini
- c. Road to Mbuguni in the East,
Village Mashariki,
- d. Village in the West.
Village Magharibi.

3.0 THE PARTIES COVENANTS

3.1 The Lessor has marketable right to the property and that the property is not subject to any mortgage, lien, lease, or other encumbrance of any nature whatsoever and that the land is not a clan land and that there is no any company, co-operative society or anybody in the Village who claims right of ownership over the land.

Wakodishaji ana haki katika eneo husika na eneo hilo haliko kwenye rehani pia ardhi hiyo siyo ya Ukoo, Kampuni Chama cha ushirika au mtu yoyote nadani ya kijiji anaweza kudai umiliki wa ardhi hiyo.

3.2 The Lessor covenants to the Lessee that they will compensate the Lessee for any cost incurred by the Lessee in any proceeding of civil nature for all claims that may arise or being instituted by anybody from the village or neighboring village relating to the Lease of the said land.

Wakodishaji anakubaliana na mpangaji kwamba atamlipa fidia mpangajii kwa kesi yoyote ya Madai itakayo ibuka katika ardhi husika itakayo funguliwa na mwanakijiji au mwananchi wa kijiji jirani.

- 3.3 The Lessee shall continue to support the village as part of their social responsibility including in the education and health sector. And also be able to offer employment to suitable and qualified candidates from the village work as guards as they may need.
Mpangaji ataendelea kusaidia kijiji katika maeneo tofauti ikiwamo elimu na afya kama anavyo saidi kwa sasa. Na pia ataweza kutoa ajira kwa wanakijiji watakaokua na ujuzi kazi ya ulinzi pale kutakapokua na uhitaji na nafasi.
- 3.4 Lessee shall pay the said lease fee in the manner provided herein or as shall be agreed in writing by both parties,
Mpangaji atalipa kiasi kilichokubaliwa kama ilivyokubaliwa hapa au kama itakavyo kubaliwa kimaandishi na pande zote mbili.
- 3.5 Lessee's core business is within the tourism sector and setting up camps on the said land as well as create activities that promote tourism and bring awareness on ecotourism and the Lessor shall support the Lessee to fulfil this.
Biashara kuu ya Wakodishaji ni ndani ya biashara ya utalii na haswa kutengeneza mahema na pia kubuni shughuli ili kukuza utalii na kujenga uelewa juu ya utalii asili kwa kushauriana na Wakodishaji atamsaidia Wakodishaji kwa jinsi awezavyo ili kufanyikisha biashara yake na lengo la mkataba huu.
- 3.6 The parties have agreed that, the agreement shall not be terminated for the first term of ten years by either party. At the end of the ten years, the parties shall reconvene to discuss renewal.
Wahusika wa mkataba huu wamekubaliana kua hakutakuwa na kuvunjwa kwa mkataba huu katika kipindi hichi cha miaka kumi. Ifikapo mwisho wa miaka kumi, wahusika watakutana kujadili kuhusu kuingia kwenye mkataba mwingine tena.
- 3.7 No any other agreement shall add, affect, nullify or invalidate any provision of this agreement except with the written consent of both parties who signed this agreement or their representatives and agents who are dully authorized to sign on their behalf.
Hakutakuwa na makubaliano mengine yatakayo ongeza, kuathiri au kubatilisha sehemu yoyote ya makubaliano haya isipokuwa kwa makubaliano ya kimaandishi yaliyo sainiwa na pande zote mbili zijizotia saini makubaliano haya au wawakilishi wao au mawakala waliopewa mamlaka ya kutia saini kwa niaba yao.
- 3.8 The parties hereby agree to sign and perform their duties to make sure that the contract is concluded and signed by the parties as required.
Pande zote zinakubaliana kusaini na kutimiza majukumu yao kuhakikisha kwamba Mkataba unakamilishwa na kusainiwa na pande zote kama inavyotakiwa.
- 3.9 The Lessors will process a title deed for the property to secure this Lease and investment on their land once this agreement has been signed, and a copy of the same shall be given to the Lessee.
Wakodishaji watatengeneza hati miliki ya eneo hili la mkataba huu, ili kulinda mkataba hu una uwekezaji uliofanywa juu yake mara baada ya kusaini mkataba huu. Pale watakapopata hati hiyo, watampa mpangaji nakala.

4.0 DISPUTE-SETTLEMENT CLAUSE

- 4.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein

Mgogoro wowote utakaotokana au utakahusiana na Makubaliano haya utasuluhushwa kwa pamoja na pande zote mbili za mkataba huu, ikishindikana mgogoro utapelekwa katika usuluhishi kama ilivyo katika sheria ya the Arbitration Act (Cap 15 of the Laws) au aina yoyote ya Usuluhishi kama itakavyo kubaliwa na pande za Mkataba huu.

5.0 MISCELLANEOUS PROVISIONS

- 5.1 All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

Masuala yoyote yatakayojitokeza kwenye au kuhusiana na mkataba huu wa kukodi ardhi utatafsiriwa na kuamuliwa kulingana na sheria za Jamhuri ya Muungano wa Tanzania.

- 5.2 This Agreement shall be in English Language and translated in Kiswahili Language and in Three (3) originals each being authentic.

Makubaliano haya yatakuwa kwa lugha ya kiingereza na yata tafsiriwa kwa lugha ya Kiswahili na zitakua katika nakala (3) halisi zilizosainiwa.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner;

SIGNED AND DELIVERED by the said **LOMELOK NAANDATWA LAIZER** who is known to me personally this 23 Day of 11 2018

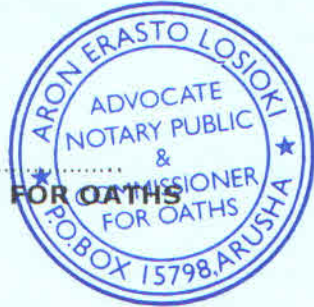


LESSOR

BEFORE ME



COMMISSIONER FOR OATHS



SIGNED AND DELIVERED by the said **LEPARA NAANDATWA LESHUSH** who is known to me personally this 23 Day of 11 2018



LESSOR

BEFORE ME



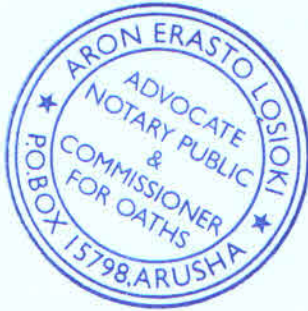
COMMISSIONER FOR OATHS



SEALED with a **COMMON SEAL** of
GIRAFFE NATRON ECO CAMP LIMITED
and **DELIVERED** in our presence
on this 23 day of 11.....2018



Name **INGRID TORREKENS**
Signature
Qualification DIRECTOR.....
Postal Address 1. LILIONDO.



HALMASHAURI

YA WILAYA NGORONGORO

OFISI YA AFISA MTEINDAJI
KIJIKI CHA ENGARASERO

S.L.P 1,

LOLIONDO,

21-11-2018

Kumbi/NA/NDU/ELSERO/VEO/CB/01/98;

MKURUGENZI WA MASAHI
GIRAFFE NATRON ECO-CAMP
LIMITED NATRON,
ARUSHA - TANZANIA;

AFISA MTEINDAJI KIJIKI
CHA ENGARASERO

YAH: KUKUSWISHA UMILIKI WA ENEO HILI
NI BW. OLOWELOK NAANDATWA NA BW.
LEPARAH - NAANDATWA NDO WAHUSU

Husika na mada hiyo hapo jum,
Nachukua fursa hii kukutani kuwa
kutokana na bama yako ya kunitaka
kukujulisha umiliki wa ardhi hiyo
kuwa kutokana maombi ya BW. OLOWELO
NAANDATWA NA BW. LEPARAH NAANDATWA ndiyo
senkati ya kijiji ndiyo iliyowamilikish
Ardhi wahusika hawa ambayo ndiyo wamiliki
wa halali hiyo nina kujulisha kuwa OLOWELO
NAANDATWA NA LEPARAH NAANDATWA ndiyo wamiliki
wa halali wa Ardhi hiyo. Ardhi hiyo zilitolewa
bure bila malipo yoyote. Ahsante

AFISA MTEINDAJI KIJIKI
CHA ENGARASERO

Waki katika utawala
Hali
VEO/INGA/VEO/...

MUHIBASARY WA KIKAO CHA SERIKA

YA KIJIKI CHA ENGARABERO TAREHE

17/04/2014 ULIOFANYIKA OFISI YA KIJIKI

WAJUMBE WALIOHUDHURIA.

JINA LA M JUMBE	CHED	SAINI
1. YOHANA M. LAIZER	MIKITI - S/lajiji	John Laizer
2. SARUPS R. KOLEKON	KAIBU	Suf
3. ELIAS - NDURWAY	Mikiti - KITONGOJI	Amunye
4. WILLIAM - MOPISHANA	Mikiti - KITONGOJI EISORO	William
5. PARMUYA M. MEELY	Mikiti - (LEPARUA)	Parinya
6. LEIYOLAI - NASIPU	M JUMBE	Leiyolai
7. JO JINA - OLOROMBOI	u	J.O
8. KILALIA - SUMULEK	u	Kilalite
9. NADUTARI - NASIPU	u	Naduta
10. NOORKISEYA - SARINGE	u	Noorkiseya
11. NODNADALON - NADONO	u	Naduta K.
12. LEKITONY - SAPURU	u	Lehisa
13. NAMURRU - DAMBAMA	u	Namuru
14. MEMODI NAIROWA	u	Memodi
15. ALARIYA SIAYA	u	Alariya

AGENDA ZA KIKAO.

1. KUFUNGUA KIKAO.
2. KUJADILI ENEO LA CAMP SITE LA OLOMELOCK NANDATWA NA LEPARA NANA
3. KUFUNGA KIKAO.

AGENDA NO. 1. / 2014 KUFUNGUA KIKAO

Milkiiti alifungua kikao majira ya saa 5:00
osubuhi kwa kuanza kuwasiliana waji
wote waliolhudhuria. Baada ya kutoa
slukrani lizo, milkiiti alimteua ujumbe
mimoja aponye kikao kwa sala. Baad
milkiiti alifanuka kuwa kikao lizo
laimfunguliwa.

AGENDA NO. 2. / 2014. KUJADILI ENEO LA CAMP SITE LA OLOMELOCK NANDATWA NA LEPARA NANDATWA.

Agenda hii inewasilishwa na milkiiti baad
ya kusoma barua ya maombi ya eneo lio
baada ya barua hiyo kusomwa, milkiiti
alitoa ufajana wa eneo lio kwa waji
kuwa eneo lio lililombwa na ndog let
baada ya kupata mwelleraji wa kigeni, lala
milkiiti alimwleza kuwa kwa kuwa ndog
ndog yako olomekole naye alikuwa anataka
eneo la kujenga basi sisi nitakungani
sisi na ndog yako ili nureve naye kwenye
eneo la ndog yako ya kama kama ndog
baada ya kuwleza kama waji wote
ali kuwa kama kama ndog yako
na ndog yako kama kama ndog yako

Baada ariano hilo Kiariano na waju walipendekera kuwa ni kama mapende haya yapelekwé kwenye mkutano uliku ili wanauli wakanidhi pendekero hi

AGENDA NO. 3.1 2014 KUFUNGA KILE
-Mliti alifunga kikao wa jira ya sa 7:00 uliana na kuwashukuru wajumbe kwa umilivu wa ulionyosha wakati wa kikao. Baada ya kutoa shukran lino, mliti alitena injembe tena aong'ere kwa sala ya kufunga kika Baada ya sala hiyo mliti alitambua kuwa kikao lile kinafungwa na kuwatika kila la kheri wajumbe wote na kuwatika pasaka njema.

~~John Laize~~
Yohana M. Laize
Mliti wa Senkaki Kijiji

17/04/2014

MKATI WA KIJIRI
MILITANI WA ENKABANDA

Suf
↳ ampe kotele
katibu/Ag. wa

17/04/2014
AKISA MTEHANI KENYI
CHA ENKABANDA