

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made the 24th day of MARCH 2025

Between

ISSA ABDALLA NCHASI of P.O. BOX 2900, DODOMA ("First Partner") of the first part;

And

ALBINA HENDRY TEMU of P.O. BOX 2900, DODOMA ("Second Partner") of the second part;

And

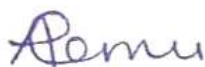
HENRY PATRICK NCHASI of P.O. BOX 2900, DODOMA ("Third Partner") of the third part;

WHEREAS the Parties to this Deed being of one mind have entered into an agreement to form a partnership to carry on a string of businesses whether as principal or agents and which business shall be carried on at DODOMA or at such other place or places as the Partners may from time to time agree or decide;

NOW THIS DEED WITNESSETHES as follows:-

1. The name of the firm shall be **GLORIOUS GARDEN**;
2. The business of the partnership shall be to set up, establish, acquire, operate, conduct and run, Logdes/Hotels of all kinds including restaurants, cafes, refreshment rooms, serviced apartments, banquet facilities, conference facilities, meeting rooms, function halls, convention center, canteens, shops, stores, mobile food counters, kiosks, outlets, cafeterias, lodging house.
3. The business of the partnership shall be carried on at **Plot No 18 Block "E" Mapindunzi South, Makulu, Dodoma City, Dodoma.**
4. The Partnership shall commence on the 01st day of April 2025 and shall continue until determination as hereinafter provided.
5. The bankers of the firm shall be NMB Bank and CRDB Bank.
6. It is understood that the firm has been registered under the provisions of the Registration of Business Names Act (Cap 213).







7. (a) The capital of the Partnership shall be the sum of Tshs.100,000,000,000 (Tanzanian Shillings Hundred Million) and shall be provided by and belong to the Partners in the following proportional shares.

First Partner - Fifty (40) per cent

Second Partner - Fifty (50) per cent

Third Partner - Ten (10) per cent

(b) If at any time hereafter any further capital shall be required for the purpose of partnership the same shall, unless otherwise agreed be contributed by all the parties in the said shares;

Provided that when the Partnership receives any amount of money from any other source apart from the partners that amount shall be deemed to have been contributed by the partners according and proportionately to their respective shares.

7. The profits and losses shall belong to and be borne by the parties herein in the following proportions:-

First Partner - Fifty (40) per cent

Second Partner - Fifty (50) per cent

Third Partner - Ten (10) per cent

8. Either partner may retire from the partnership on giving to the other partner not less than three (3) calendar months' previous notice in writing of his/her intention to do so, and at the expiration of such notice the partnership shall, as regards the partner giving such notice, stand dissolved.

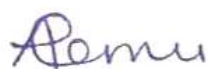
9. The retirement or death of either partner shall not have the effect of dissolving the partnership and the remaining partner shall be entitled to invite other partners into the partnership, and the share of such retiring or deceased partner shall be purchased by one or more of the remaining partners on terms and conditions to be mutually agreed upon:

10. Each partner shall:-

a) be just and faithful to each other in all transactions relating to the partnership; at all times give to the other a just and faithful account of the same and also upon every reasonable request furnish a full and accurate explanation thereof to the other;

b) devote his/her time and attention to the business of the partnership and diligently and faithfully employ him/herself therein and use his/her skills and endeavour to carry on the same for the utmost benefit of the partnership;







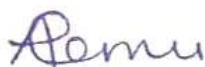
11. The parties herein may engage themselves directly or indirectly in any other business;

12. The parties herein can, with consent of the other;
 - c) engage or dismiss any employee of the partnership or take any apprentice;
 - d) employ any of the money, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the partnership;
 - e) lend money or give credit on behalf of the partnership to or have any dealings with any person, company or firm whom the other partners shall previously in writing have forbidden him to trust or deal with and any loss incurred through any breach of this provision shall be made good to the partnership by the partner incurring the same;
 - f) buy, order or contract for any goods, articles or property on behalf of the partnership and any goods, articles or property bought, ordered or contracted for by any partner in breach of this provision shall be paid for by him/her and shall be his/her responsibility.
 - g) enter into any bond or become surety with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached, extended or taken in execution;
 - h) Compromise or compound or (except upon payment thereon in full) release or discharge any debt due to the partnership.

13. Proper Books of account shall be kept wherein shall be entered particulars of all moneys, goods or effects belonging to or owing to or by the partnership. The said books of account together with all letters, papers or writing concerning or belonging to the partnership shall be kept at the place of business of the partnership and each partner shall at all times have free access to and the right to inspect and copy the same.

14. Any partner committing any breach of any of the stipulations herein shall indemnify the others against all losses and expenses on account thereof.








15. All notices required to be given to any of the parties herein shall be deemed to be duly served if addressed to such party at the office of the partnership and sent by registered post.
16. The Partners retain the right to add, vary or amend any of the terms of this Deed as and when they deem it proper and necessary.

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

SIGNED and DELIVERED by the said)
 ISSA ABDALLA NCHASI)
 Who is known to me personally)
 This 24th day of MARCH 2025)

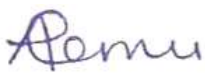


FIRST PARTNER


Witness: 
SIGNATURE:
NAME: AYUBU WILLIAM LAZARO
POSTAL ADDRESS: P.O. BOX 1249 DODOMA
QUALIFICATION: ADVOCATE/COMMISSIONER FOR OATH

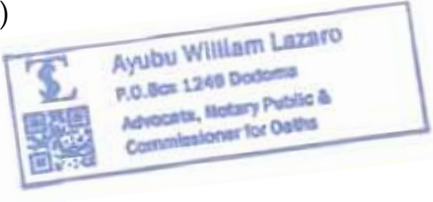


SIGNED and DELIVERED by the said)
 ALBINA HENDRY TEMU)
 Who is known to me personally)
 This 24th day of MARCH 2025)



SECOND PARTNER


Witness: 
SIGNATURE:
NAME: AYUBU WILLIAM LAZARO
POSTAL ADDRESS: P.O. BOX 1249 DODOMA
QUALIFICATION: ADVOCATE/COMMISSIONER FOR OATH



SIGNED and DELIVERED by the said)
 HENRY PATRICK NCHASI)
 Who is known to me personally)
 This 24th day of MARCH 2025)



THIRD PARTNER

Witness: 
SIGNATURE:
NAME: AYUBU WILLIAM LAZARO
POSTAL ADDRESS: P.O. BOX 1249 DODOMA
QUALIFICATION: ADVOCATE/COMMISSIONER FOR OATH

