

JOINT VENTURE AGREEMENT

BETWEEN

DOROTHY JOAN BUNDALA

AND

SILVER PALM HOTEL LIMITED

IN RESPECT OF

**DEVELOPMENT ON THE PLOT NO 1088, WITH TITLE NUMBER
21573 MSASANI PENINSULA KINONDONI DISTRICT DAR ES SALAAM**

A blue notary seal for Lupta Abraham Augusto, Advocate and Notary Public & Commissioner. The seal includes a QR code and a signature. The date is handwritten as 06/02/2025.

Certified as True Copy of the Original
Lupta Abraham Augusto
Advocate, Notary Public & Commissioner
Date: 06/02/2025

**DRAWN BY:
SILVER PALM HOTEL LIMITED,
P.O BOX 398,
ARUSHA.**

Confirmed as True Copy of the Original
Lupin Abrahams August 20
Advocate, Mwanza
Date: 06.10.2023

THIS JOINT VENTURE AGREEMENT is made the.....^{14th}..... day of.....^{August}.....
Two Thousand and Twenty-Four

BETWEEN

DOROTHY JOAN BUNDALA of P. O. Box 15245 Dar es Salaam Tanzania (hereinafter called "**the Landowner**" which expression shall where the context so admit include her personal representatives and assignees) of the first part;

AND

SILVER PALM HOTEL LIMITED a limited liability Company in the United Republic of Tanzania of P. O. Box 398, Arusha Tanzania (hereinafter called "**the Developer**" which expression shall where the context so admits include its successors and assignees of the other part;

WHEREAS: -

- A. The Landowner is the registered proprietor of Plot Number 1088 Msasani Peninsula, Kinondoni, Dar es Salaam together with the buildings, fixtures, fittings, additions and improvements forming part of the land, containing 1660sqm (hereinafter referred to as "the Property").
- B. The Developer is engaged in Property construction businesses in Tanzania and has vast experience and the technical know-how in the field of estate development, project financing and management.
- C. The Developer has warranted that it has the necessary financial resources to finance the Project and technical capabilities to implement the project.
- D. The Landowner and the Developer have agreed to enter into a Joint Venture Subject to the terms of this Agreement, for the purpose of developing the said Property on the terms, rights and obligations hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the Parties hereby agree as follows;

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1. INTERPRETATION AND MEANING

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Applicable Law " means all laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in the United republic of Tanzania, including statutes, rules, regulations, directions bye laws, notifications, ordinances, international treaties, protocols and judgments having force of law, or final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

"Applicable Permits" means any and all permissions, clearances, licenses, authorization, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from local to central Government Authority required in connection with the project and for undertaking, performing or discharging die obligations contemplated by this Agreement or any other Transaction Document and includes any electrical and plumbing approvals that may be required.

"Construction Documents" means the Approved Building and Architectural Plans, Bill of Quantities, all reports, sketches, structural, electrical and mechanical drawings, models and information prepared by or on behalf of the Project Architect, Quantity Surveyor, and Interior designer in connection with the Project.

"Developer's Apartments" means the apartments that the developer shall be entitled to/own excluding of the landowners.

"Effective Date" Means the date when the last party will execute this agreement.

"Insured Risk" means fire, lighting, explosion, riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles and such other risks as the Parties may from time to time in their absolute discretion think fit.

"Plans" means the Construction Documents, designs and specifications of the Project as prepared by the Project architect and engineers and approved by the Parties and the necessary government authorities and agencies.

"The Parties" means the Parties as described in the recital herein above and includes any person or entity to whom they may properly transfer their interest pursuant to the provisions of this Agreement.

"The Property" means ALL THAT parcel commonly known as Plot No. 1088, Msasani Peninsula measuring 1660 sqm.

"The Project" means the project of construction and erection of Apartments and related Infrastructure, amenities and facilities on the Property in accordance with the Plans to be undertaken and implemented in accordance with terms and condition of this Agreement.

"Project Implementation Calendar" means the calendar outlining the implementation schedule, which shall be mutually agreed upon by the Landowner and the Developer. This schedule will span 36 months from the start to the completion of the Project. The 36-month period will commence from either the date when the site property is made available to the Developer for demolition or the date of signing this contract, whichever occurs first

Implementation of the Project" means the overall planning, control and coordination of the project from inception to achieve the Project objectives on time, within the agreed cost and to the required quality standards.

"Unit/apartment" means a portion of property which is owned by a specific owner or co-owned for exclusive use by owners, as it is provided for under the Units Titles Act, No. 16 of 2008



Certified as True Copy of the Original
Lupia Abraham Augusto
Advocate, Notary Public & Commissioner
for Ombudsman
Sign: [Signature]
Date: 6.12.2023
3



1.2 Reference to:

- a) Words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and neuter and vice versa.
- b) Clauses shall be construed as references to Clauses of this Agreement.
- c) Any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument, order or regulation made thereunder or under any such reenactment.
- d) Indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of or which could not have arisen but for that circumstance.
- e) Costs, charges, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof and
- f) Any reference to any document means that document as is supplemented, amended or varied from time to time between the parties there to in accordance with the terms (if applicable hereof and thereof.
- g) Heading to clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

2. THE JOINT VENTURE

2.1 Purpose and Project

2.1.1 The Sole Purpose of the Joint Venture shall be to develop the property by constructing a six storeys building with a penthouse, developed as Apartments/units all en-suite of about two or three rooms with other related amenities and services.

2.1.2 The developer shall lay a foundation for a seven-storeys building, with plans to construct the seventh floor and penthouses once the government changes the law to permit seven-storeys buildings in the designated area.



2.1.3 The Parties will incorporate a Management Company for purposes of managing the common areas of the Project after the completion of developing the Apartments. The Landowner, the Developer and all buyers of the Apartments in the Project shall become shareholders of the management company on registration of the units.

2.2 Consideration

2.2.1 The Landowner will provide the Property with vacant possession and free of any encumbrances to the Developer being its' contribution for the Project.

2.2.2 The Developer shall demolish the existing structure at the Plot at his own expense and that upon demolition all materials from the demolished structures shall be given to the Land Owner.

2.2.3 The Developer shall pay the Landowner a flat rate of one million only (TZS. 1,000,000/=) per month effectively from the date when the property is in vacant possession as contribution for the loss of income during the entire period of construction of the Apartments.

2.2.4 In addition to the provisions in Clause 2.2.3, the amount specified shall be paid by the Developer to the Land Owner starting from 1st day of August 2024 when the property is vacated and entrusted to the developer, with an initial lump sum payment for the first six months (TZS 6,000,000/-) and subsequent lump sum payments of TZS 3,000,000/- every three months for the remainder of this Agreement.

2.2.5 The Developer will provide the necessary funds for the Project, including but not limited to those related to construction, approval fees (for all required approval documents for the Project), and all Project Costs. The Developer will also provide services for project management, conceptualization, planning, design, sales, and marketing of the proposed project. PROVIDED THAT the Parties agree that **"the Property"** shall remain under the ownership of **"the Landowner"** for the entire project and that the Developer shall not use the property as security to obtain funds for financing the construction costs.

2.3 Joint Venture Company (JVC)

- 2.3.1 The Parties will jointly incorporate a JVC company to hold and manage the Common areas of the Property and hold the interest of the parties in this JV Agreement.
- 2.3.2 The Landowner will immediately upon signing of the agreement deposit the title deed to the Registrar (i.e. Notice of Deposit and to be accompanied with the Joint Venture Agreement and the project plan).
- 2.3.3 It is hereby agreed that any taxes payable by the Landowner as a result of any transfer of shares of the land to the Developer will be borne by the Developer and will be payable immediately on demand.
- 2.3.4 Upon approval of the Project by the requisite Authorities, the JVC will grant sub leases for each apartment subject to the approval and consent of the relevant Lands Authority on the terms and conditions to be agreed at a later date.
- 2.3.5 Both parties agree to work in good faith and use their best endeavors to work towards the successful implementation of this Agreement, execution of any of the JVC related documents and generally the Project in accordance with the terms and conditions of this Agreement.

2.4 Commencement and Duration

- 2.4.1 This Agreement shall become effective on the date both parties sign this agreement or upon the Developer's demolition of the property in accordance with this Agreement, whichever comes first.
- 2.4.2 The Developer agrees to secure all necessary approvals for the development of the property, which includes, but is not limited to, obtaining building planning permits, demolition permits, and approval of architectural drawings from the relevant authorities. The Developer must also secure a license from the National Environmental Management Council (NEMC) and any other required licenses from applicable authorities.
- 2.4.3 Project Completion Period shall be Thirty-Six (36) Months from the date of groundbreaking and after all approvals have been obtained. The Developer may request for an additional grace period of Six (6) months only to complete the Project in case of any unseen circumstances beyond the control of the Developer including force majeure. The day of



groundbreaking for the purposes of construction start date shall not be later than fifteen (15) days from the date of signing this Agreement.

- 2.4.4 The Project will be implemented in accordance with the building documents, Bills of Quantities Schedule of Works, and the relevant approvals and consents.
- 2.4.5 The developer shall share with the Landowner all the Architectural and building plans and approvals with the Landowner. The designs shall be made to ensure that there is maximum utilization of the built-up area.
- 2.4.6 The Landowner shall have the same rights as a purchaser of the developed apartments in respect to quality control, inspection and completion.
- 2.4.7 That it is expressly agreed by both parties that the Developer shall commit to using only high-quality building and finishing materials throughout the construction process.

2.5 Consideration upon completion/Expectations

- 2.5.1 The Landowner shall receive eleven (11) units or apartments out of the forty-eight to be developed by the Developer. These eleven (11) units or apartments shall be randomly selected by the Landowner from the 2nd, 3rd, or 4th floors of the six-storey building. The Landowner will also be entitled to seven parking slots for the twelve (12) units if the Developer constructs a seven-storey building; however, if the building remains a six-storey structure, the Landowner will be entitled to six parking slots.
- 2.5.2 The Landowner shall be entitled to one additional unit/apartment for each floor constructed beyond the agreed six floors, contingent upon the Developer receiving permission to construct more than six storey in the designated area.
- 2.5.3 The Landowner shall receive apartments fully equipped with essential facilities, including a kitchen with cupboards, complete electrical systems, water and sewage systems, and connections for electricity and water. However, the Developer shall install the AC systems but the AC units shall be bought by the Landowner for all her apartments/units.
- 2.5.4 The Landowner shall not be entitled to the penthouses constructed on the roof top.



3. RIGHTS AND OBLIGATIONS

3.1 The Landowner's Rights and Obligations.

3.1.1 To hand over vacant possession of the property, free from any encumbrances, to the Developer; the date of signing this agreement shall be deemed the date of handover to the Developer.

3.1.2 To provide any information reasonably required by the Developer and apply for or execute any documents necessary to the project including any approvals and consents for the Project.

3.1.3 To procure all the appropriate consents from all persons with interest in the property including but not limited to partners, shareholders, family members and or spouses consenting to the entering and execution of this Agreement with the Developer. The said persons shall jointly and severally undertake to the Developer not to interfere in any manner and/or impede the progress of the development in the event of any internal dispute.

3.2 The Developer's Rights and Obligations

3.2.1 Development, procurement, implementation and construction of the Project.

3.2.2 The Developer will provide and undertake Project Conceptualization, Project management, appraisal and planning or procure contractors to provide the required services at his own cost.

3.2.3 Undertake to obtain all the required approvals necessary and all project documentation aspects.

3.2.4 Take all appropriate action to keep the project on track in terms of profitability, time and function.

3.2.5 The Developer shall be solely responsible for the overall design, all costs and expenses related to the construction including all the approval fees, government fees and charges and appointment of all professional for the implementation of the Project and the negotiation and payment of professional fees and sales in the proposed project.



4. WARRANTIES

4.1 Each Party warrants and presents to the other Party that;

4.1.1 It has full power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement.

4.1.2 The execution and performance of this Agreement will not violate any provision of applicable law or regulation or its organizational instruments, if any, and will not result in material breach of any agreement by which it is bound.

4.2 The Landowner further warrants that;

4.2.1 She is the absolute owner of the said property and has good title, full power and absolute authority to grant exclusive rights of the said property to the Developer and the Developer shall be entitled to develop the said property subject to the terms and conditions hereinafter contained.

4.2.2 That she has not created prior to the date hereof nor shall it create hereinafter during the pendency of the Agreement any right, easement, any overriding interest or encumbrance of any nature whatsoever in respect of the said property or any part thereof and have no intention of so doing and have obtained the requisite consent on or before the signing hereof.

4.2.3 The property is not a buffer zone, road reserve or public land and its ownership is not subject to any challenge whatsoever from. Any government Authority or a third party.

4.2.4 The Landowner is neither engaged in, nor, to best of the landowner's knowledge, threatened by any litigation, arbitration or administrative proceedings relating to this property.

4.2.5 There is no adverse claim on the property, dispute regarding ownership, boundary, easement, rights of way or any other such matters.



5. IT IS HEREBY FURTHER AGREED BETWEEN THE PARTIES THAT

- 5.1 The Developer or the Land owner may sell only apartments owned in accordance with this agreement or lease of its Developed units upon completion of the entire construction activities.
- 5.2 The JVC will NOT be responsible for implementation of the Project Construction.
- 5.3 The Landowner will be entitled to receive notices of and to attend Site Meetings or conduct inspection where need be, during the construction of the Property but will not issue any instructions regarding the Project to site contractors unless prior consultation is made to the Developer.

6. FORCE MAJEURE

- 6.1 If and to the extent that either party is prevented or delayed by Force Majeure and the obligations or duties are rendered wholly or partially impossible for any reason beyond its control including but not limited to war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs, trade disputes or other industrial disputes, actions or acts of God, of government or defaults of third parties; or other unforeseen circumstances then such non-performance shall not be deemed to constitute a breach of those duties or obligations. However, the developer shall make such alternative arrangements as he may consider practicable to resume, restore full performance or to reduce any delay in performance of the construction, without incurring material additional expenses to the land owner.

7. CONFIDENTIALITY

- 7.1 Each of the Parties shall at all times use its best endeavors to keep confidential (and to procure that its respective Employees, Agents Consultants and Sub Contractors shall keep confidential) any confidential information concerning this Joint Venture or the Clients, Project and affairs of the other Party (or its subsidiaries or its holding company or any of the subsidiaries of such holding company) which may now or at any time hereafter be in its possession and shall not disclose it except with the consent of the other Party and, shall not use for its own benefit any of the confidential information except with consent of the other Party.



- 7.2 Neither Party shall be entitled to make or permit or authorize the making of any press release nor other public statement or disclosure concerning this Agreement of any of the transactions contemplated in it without the consent of the other Party.
- 7.3 For the purpose of this clause "Confidential Information" means any information imparted to either Party of its Employees, Agents, Consultants or Sub-Contractors that is to be kept confidential, or would by its nature normally be regarded as being confidential, or to the knowledge of the Receiving Party was obtained by the other Party on the basis that it was to be kept confidential, but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.
- 7.4 This clause shall continue without limit of time and shall survive the termination of this Agreement.
- 7.5 This clause shall not prevent the disclosure of any confidential information relating to the Joint Venture which is reasonably disclosed for the furtherance of the Joint Venture, provided that the Party disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any confidential information where required by-law.

8. NO PARTNERSHIP OR AGENCY.

- 8.1 This Agreement relates only to the single Joint Venture to which it refers. Nothing contained in this Agreement or any of the arrangements contemplated by this Agreement shall be deemed to constitute a Partnership between the Parties not, save as may be expressly set out herein, constitute either Party the Agent of the other Party for any purposes. Neither shall it create the relationship of the Principal and Agent or Employer and Employee between the Parties.

9. NOTICES

- 9.1 Any Notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and may be served by hand or sending it by registered mail post to the

address provided herein above and for the attention for the relevant Party. Any notice so served by hand, or post shall be deemed to have been received:

- i. In the case of delivery by hand, when delivered
- ii. In the case of email, twelve (12) hours after the time of dispatch
- iii. In the case of post, at the expiration of Business Days after the envelope containing the same was delivered into the custody of the postal authorities provided that, where, (in the case of delivery by hand) such delivery or transmission occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00am on the next following Business Day References to time in this clause are to local time in the country to the addressee.

10. INSURANCE

10.1 During the period of construction, the Developer shall ensure that the main contractor has comprehensive insurance cover to protect the Property and the development thereon from loss in case of occurrence of a contemplated or likely risk from a reputable Insurance company. The land owner shall be entitled to the copies of all the insurance documents.

11. TERMINATION

- 11.1 Either Party may terminate this Agreement forthwith by written notice to the other Party upon the occurrence of the following:
 - 11.1.1 Completion of the Project and handover to the Landowner and the Developer, pursuant thereto and payment of all contractors, professionals, workers and supplies in connection with the Project;
 - 11.1.2 The mutual written agreement of the Parties;
 - 11.1.3 An order of the court with competent jurisdiction;
 - 11.1.4 And inability of the Developer to meet its obligations as and when they occur;
 - 11.1.5 A receiver (including an administrative receiver) is appointed over any of the assets or undertaking of a Party;



- 11.1.6 Any government or government authority condemns, seizes or otherwise acquires or appropriates all or a substantial part of the property or assets of a Party or takes any action for the dissolution of a Party;
- 11.1.7 A Party commits a material breach of any of its obligations or warranties under this Agreement and fails to remedy it (if capable of remedy) within Thirty (30) days after receipt of notice to that effect specifying the breach and stating what in that Party's opinion is required to remedy it.

12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the Laws of the United Republic of Tanzania.

13. ARBITRATION

- 13.1 In the event of any dispute between the Parties arising in connection with this Agreement or any associated Agreement entered into pursuant to this Agreement, the disputing Parties shall use all reasonable endeavors to resolve the matter on an amicable basis. If one party serves written Notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of Fourteen (14) days from the service of such Notice, then the dispute shall be referred to Arbitration by a Single Arbitrator to be appointed by Agreement between the Parties or in default of such agreement within seven (7) days of the expiry of the above fourteen (14) days period, upon application by either Party to the National Construction Council of Tanzania. This shall not affect a Party's right, where appropriate, to seek an immediate remedy for an injunction, specific performance or similar Court Order to enforce the obligations of the other party;
- 13.2 Such arbitration shall be resolved under provisions of the Arbitration Act No. 2 Of 2020 (Cap 15 of the laws of Tanzania);
- 13.3 The place and seat of arbitration shall be Dar es Salaam and the language of arbitration shall be English or Swahili.

- 13.4 The award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and any Party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitration tribunal may take the form of an order to pay an amount or to perform or to prohibit certain activities.

14. GENERAL PROVISIONS

- 14.1 This Agreement shall endure for the benefit and is binding upon the Parties and their respective Successors and permitted Assignee's.
- 14.2 No Exercise or failure to exercise or delay in exercising any right, power or remedy invested in either Party under or pursuant to this Agreement shall constitute waiver by that Party of that or any other right, power or remedy.
- 14.3 This Agreement (together with all agreements and documents executed contemporaneously with it or referred to in the schedules hereto) constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understanding whether oral or written with respect to it.
- 14.4 No variation or amendment of this Agreement shall be effective unless reduced to writing and signed by the Parties.
- 14.5 If any part of this Agreement or provisions thereof becomes invalid, unenforceable, or in violation of the validity, legality or enforceability of any applicable law, statute or regulation, it shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if that part or provision had not originally been contained in this Agreement, and the Parties shall negotiate in good faith to try to agree the terms of a mutually acceptable and satisfactory alternative provision achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

14.6 This Agreement may be executed in any number of counterparts or duplicates of which shall be original, but such counterparts or duplicates shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the authorized representatives of the Parties hereto have executed this

Agreement the day and year first herein before written.

SIGNED and DELIVERED by the said

DOROTHY JOAN BUNDALA in my presence

this 14th day of August, 2024



LANDOWNER

SIGNED and DELIVERED by the said

JACQUELINE LAMECK BUNDALA
in my presence

this 14th day of August, 2024



WITNESS

BEFORE ME:

Name: SABINUS C NDUNGURU

Signature: 

Postal Address: P.O. BOX 24231, DAR ES SALAAM

Qualification: ADVOCATE/ COMMISSIONER FOR OATH



SEALED and DELIVERED by the Said **SILVER PALM HOTEL LIMITED** in our presence on this 14th day of August, 2024

COMPANY SEAL

Name: MOHAMED AHMED MOHAMED

Signature: 

Postal Address: P. O. Box 398, ARUSHA

Qualification: DIRECTOR



Certified as True Copy of the Original
Lupia Abraham Augusto
Advocate, Notary Public & Commissioner
for Oaths
Date: 08/12/2025



Name: **FATUMA MOHAMED YUSUF**
Signature.....
Postal Address: **P. O. Box 398, ARUSHA**
Qualification: **DIRECTOR**

BEFORE ME:

Name: **NEMLE JOSEPHINE DAVID**
Signature.....
Postal Address: **P.O.BOX 3238, DAR ES SALAM**
Qualification: **ADVOCATE/ COMMISSIONER FOR OATH**



Certified as True Copy of the Original
Lupia Abraham Augusto
Advocate, Notary Public & Commissioner
for Oath
Sign: *[Signature]*
Date: *06/12/2025*

[Handwritten signature]

[Handwritten signature]