

Lease No (R)

Region Code

Title No

# COMMERCIAL LEASE

**BETWEEN**

NATIONAL HOUSING CORPORATION  
BUILDING OUR NATION

**THE NATIONAL HOUSING CORPORATION  
(LESSOR)**

**AND THE TENANT**

*M/s E. Anand & Company Ltd*  
**(LESSEE)**

LEASE OF *APT 002*

LOCATED ON PLOT NO. *39* BLOCK *00* STREET *THIRU*

REGION (BRANCH) *TRINERKE*

THE LAND ACT (No. 4, 1999)  
THE LAND REGISTRATION ACT (CAP. 334)

LEASE

**THIS LEASE** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **THE NATIONAL HOUSING CORPORATION** a statutory corporation established by virtue of the National Housing Corporation Act No. 2 of 1990, whose Head Office is situated at Plot No. 1, along Ufukoni Road, Ilala District, P.O. Box 2977, Dar es Salaam (Hereinafter to be referred to as the "**Lessor**," which expression shall, where the context so admits, include its successors and assigns), of the one part, and M/S E. Amos Company Ltd P.O.Box 5055 Dar whose registered office is situate on Chuma Street, (Hereinafter to be referred to as the "**Lessee**", which expression shall, where the context so admits, include its personal representatives heirs and permitted assigns), of the other part.

**PREAMBLE:**

WHEREAS, the **Lessor** is the registered proprietor of the demised premises and desires to lease the Premises to the **Lessee** and **Lessee** desires to take the said Premises from the **Lessor** for the term, at the agreed rental amount stated herein below and upon the provisions set forth herein, and WHEREAS, the **Lessor** declares that the property is free from all and any encumbrances, however, further declares that the encumbrances will not affect in any way the **Lessee's** peaceful and uninterrupted occupation of the demised Premises. **NOW IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained in schedule one - **Terms and Conditions** - attached hereto, **THIS LEASE WITNESSETH** as follows:-

**1. Physical Residential Address of the lessee**

The **Lessee** hereby declares/warrants that he is residing at \_\_\_\_\_ in House No. \_\_\_\_\_ situated on Plot No. \_\_\_\_\_, Block \_\_\_\_\_, Street \_\_\_\_\_, \_\_\_\_\_ Municipality.

**2. Lettable area & Measurement**

The **Lessor** hereby demises unto the **Lessee** all that area measuring 542.7 square metres on the GROUND floor of the building (hereinafter referred to as the "**Demised Premises**") in the building situate on Plot No. 39/00 Chuma Street, TERMEKE Municipality (the said building hereinafter called the "**building**", and the entire plot hereinafter called the "**Estate**"),

**3. Rent per square meter**

Rent payable per one square meter is Tanzanian shillings/United States Dollars 5100/-  
Other charges include \_\_\_\_\_ plus the costs, charges and expenses which the **Lessor** may from time to time incur in connection with or in procuring the remedying of any breach by the **Lessee** of any of the covenants on the part of the **Lessee** contained in this Lease.

**4. Total rent payable per month**

The total amount payable per each month is Tanzanian Shillings/ United States Dollars 2,768,790 (Tzs/USD \_\_\_\_\_) (the "**Rent**").

**5. Rent review**

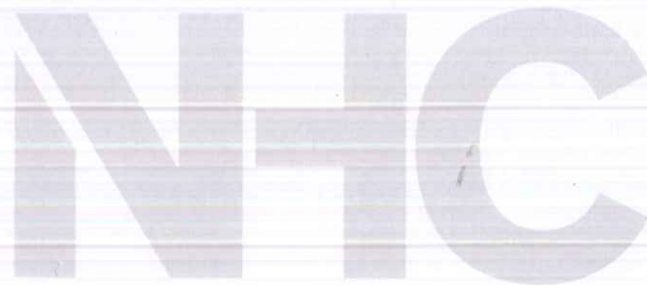
The above Rent is subject to review at the Lessor's sole discretion but in line with market conditions. Consequently the said Rent shall escalate each year by fifteen percent (15%) for TZS payments and five percent (5%) for US\$ payments respectively.

**6. Mode of payment**

The quarterly Rent shall be payable in advance on the first week of each and every succeeding quarters during the term of this Lease Agreement at THOMAS MUKURUMATI or through \_\_\_\_\_ unless advised otherwise in writing (the "Lease Agreement").

**7. Lease Tenure**

The Lease for the Demised Premises shall be for a term of three (3) years (hereinafter the "Term") commencing from the 01 day of 10 2018, and consequently expiring on the 30 day of 09 2021 subject, nevertheless, to the provisions for review, termination and renewal hereinafter contained.



NATIONAL HOUSING CORPORATION  
BUILDING OUR NATION

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


LESSOR

SEALED with the COMMON SEAL of the said

and DELIVERED in our presence


this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

SEAL

Full Names : WENCESLAUS TILLYA  
 Postal Address : S.L.P. 45674  
 Designation : DAR ES SALAAM REGIONAL Manager  
 Signature : 

Full Names : AFRASION MUSEMI  
 Postal Address : S.L.P. 45674  
 Designation : ESTATE OFFICER  
 Signature :

LESSEE

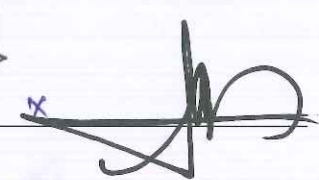
  
**STAMP DUTY**  
 Shs. 1,994,028.80 collected  
 Receipt No. 19236390 Dated 28/1/2019  
 Regional - Manager Coast Region



Signed and DELIVERED by the said FAISAL EDHA AWADH

who is known to me personally or identified to me by \_\_\_\_\_

the latter being known to me personally this 01 day of OCT., 20 18



BEFORE ME:

Names: LENA OSWALD KASAZI  
 Qualification: ADVOCATE  
 Postal Address: P.O. BOX 2621, DAR ES SALAAM





SEALED with the COMMON SEAL of the said

E. AWADH & CO. LTD

and DELIVERED in our presence

this 01 day of 10, 2018

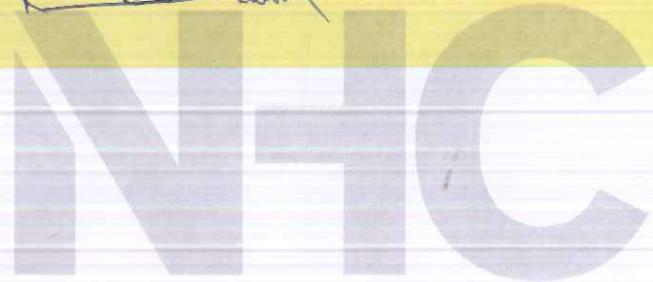


Full Names : FAISAL EDHA AWADH  
 Postal Address : P.O. BOX 5055  
 : DAR ES SALAAM  
 Designation : DIRECTOR

Signature :

Full Names : ABDALLAH KUNGULILO  
 Postal Address : P.O. BOX 5055  
 : DAR ES SALAAM  
 Designation : ASS. MD

Signature :



NATIONAL HOUSING CORPORATION  
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