

# LEASE AGREEMENT

Dated this 01<sup>st</sup> day of August, 2019

Between

**RAYMOND F MLAY**

**(LESSOR)**

And

**AMARACHI INVESTMENT COMPANY LIMITED  
(LESSEE)**

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**IN RESPECT OF RESIDENTIAL PROPERTIES ON PLOT NO.23  
KILONGAWIMA, KINONDONI MUNICIPALITY,  
DAR ES SALAAM**

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Drawn by:

**SOKOINE DRIVE/OHIO STREET,  
N.I.C. LIFE HOUSE BUILDING,  
5<sup>TH</sup> FLOOR - WING "A",  
P. O. BOX 13976,  
DAR ES SALAAM**

THE LAND ACT

(No.4 OF 1999)

Under the Land (Disposition of Right of Occupancy Regulations, 2001; Section 4(2)(e)

LEASE AGREEMENT

THIS LEASE is made on this 01<sup>st</sup> day of August, 2019

BETWEEN

RAYMOND F MLAY of P. O. Box 40679 Dar es Salaam (hereinafter referred to as "the Lessor") which expression shall, where the context so permits, include the person for the time being entitled to the reversion immediately expectant on the term hereby agreed to be granted) of the one part;

AND

AMARACHI INVESTMENT COMPANY LIMITED of P. O. Box 20914, Dar es Salaam (hereinafter referred to as "the Lessee") which expression shall, where the context so permits, include his assigns and successors in title) of the other part.

WHEREAS

- (A) The Lessor is the registered beneficial owner of all that piece or parcel of land known as Plot No. 23 situated at Pugu road, Temeke Municipality, Dar es Salaam comprised in the Certificate of Occupancy Title No.2349, (hereinafter called "the Land");
- (B) Under clause 2(v) of the said Certificate of Occupancy (the Title Deed) the Lessor is not permitted to sell, transfer or enter into a transaction which may result into a sale or transfer of the land or buildings within 25 years from 01<sup>st</sup> April 2019.
- (C) The Lessor assures the Lessee that the desired lease does not fall within the prohibition of Clause 2(v) of the Certificate of Occupancy (the Title Deed);

**1.0 NOW THIS LEASE WITNESSETH** as follows:

**1.1 IN CONSIDERATION** of the rent hereinafter reserved and the covenants and conditions hereinafter stipulated, observed and performed, the Lessor HEREBY DEMISES UNTO the Lessee all that Land together with the Properties comprised within the said parcel of land known as Plot No.23 situated at Kilongawima, Kinondoni Municipality, Dar es Salaam

comprised in the Certificate of Occupancy Title No.2349 situated in Kilongawima, Kinondoni Municipality, Dar es Salaam and delineated in and more particularly described in the Certificate of Occupancy abovementioned and to hold onto the same for a term of twelve (12) months commencing on 01<sup>st</sup> August, 2019.

1.2 The Rent payable shall be TSHS. 200,000.00 per month.

1.3 The Lessee shall pay the agreed rent by bank transfer order to a bank account nominated by the Lessor in writing.

1.4 That the Lessor shall grant the Lessee the right to enter possession on the Land and Properties on the date of execution of this Lease.

**2.0 THE LESSOR** hereby covenants with the Lessee as follows:

- 2.1 That the Lessee paying the rent due hereby reserved and observing and performing the several covenants and conditions as hereinafter stipulated on his part shall peaceably hold unto and enjoy the tenancy of the Properties and Land throughout the term herein created WITHOUT interruption from or by the Lessor or any person rightfully claiming under or in trust for the Lessor.
- 2.2 To pay and discharge all land rates, rents and taxes, duties, assignments and government or municipal impositions, charges and or outgoings whatsoever incurred on the Properties and the Land and provide the Lessee with copies of receipts of such payments. In the event where any of the abovementioned charges remain unpaid, the Lessee shall have the right to pay the outstanding charges and set-off the said payment from the rent due to the Lessor. In addition, the Lessor shall be held fully accountable for any inconvenience and or expenses incurred by the Lessee in the discharge of such charges.
- 2.3 To pay and discharge all the charges liable on telephones, electricity, water and sanitary services provided to the Properties by the concerned authorities and provide the Lessee with copies of receipts of such payments so as to pre-empt disconnection of the same and to pay all outgoings whatsoever incurred before the commencement of this Lease.
- 2.4 That the Lessee shall enjoy the Lessor's unreserved consent to make constructions on the leased premises in the first year, more specifically

those described in the Schedule to this Lease. The costs for constructions shall be borne equally by the parties and the Lessor's portion shall be deducted from the rent owed by the Lessee on the remaining balance for the Lease period.

2.5 That the Lessor shall not mortgage or use as collateral the lease properties for securing of any loan and/or sell the Land and/or Properties during the term herein granted.

2.6 That the Lessor shall use his best endeavors to procure and obtain or cause to be procured and obtained registration of this Lease in accordance with the requirements of the law.

**3.0 THE LESSEE** hereby covenants with the Lessor as follows:

3.1 To pay the reserved rent during the term hereby granted at the times and in the manner aforesaid.

3.2 To keep the Properties in good tenantable repair and all the Lessor's installations therein in good repair and proper working order.

3.3 To install and maintain general utility services and promptly discharge all the charges liable on telephones, electricity, water and sanitary services provided to the Properties by the concerned authorities so as to pre-empt disconnection of the same.

**4.0 THE LESSOR and LESSEE** hereby expressly agree and declare that;

4.1 In the event the rent hereby reserved or any part thereof shall at any time be in arrears and remain unpaid for a period of 30 days (thirty) after the same has become due and payable, and the Lessor has made a formal written demand for the outstanding rent to the Lessee, an interest rate of 7 percent per annum shall be imposed and if thereafter the rent remains unpaid for a further period of 30 days (thirty) or if the Lessee becomes bankrupt then and in the event of any such case the Lessor may at any time thereafter re-enter upon the repossess the Land and the Properties and henceforth hold onto the same as if this lease had not been granted but without prejudice to any right of action or remedy of either party for any antecedent breach of the covenants herein contained.


- 4.2 In the event of destruction of the Properties or any part of the Properties by fire, the Lessor hereby agrees to extend the term herein granted in proportion to the time that it shall take to put the Properties into good and tenantable condition.
- 4.3 If at any time during the term herein granted the Properties or any part thereof are damaged by any cause whatsoever other than the acts of negligence of the Lessee or his servants or licensees so as to render the leased premises or any part thereof unfit for occupation or use and the Properties are not restored within one (1) month after such damage, the rent herein reserved or a fair and just proportion thereof based on the nature and extent of the damage shall, as from the expiration of the said period of one (1) month be suspended for as long as the properties are not restored and rendered fit for occupation and use.
- 4.4 No party hereto shall be considered in default of its obligations if the performance thereof is prevented or delayed because of civil commotion, political\labor conflicts, fires, earthquake, floods, strong wind or other unforeseeable cause or because of any law, order, proclamation, regulation, or Act of Government or sovereign Authority or because of any other reason beyond the reasonable control of the party effected, **PROVIDED** that notice in writing of the occurrence of such event and its effect on the Party's ability to perform its obligation(s) is given within three (3) months. None of the parties shall have the right to claim any damages from the other party because of the occurrence of the **force majeure** situations stated above
- 4.5 In the event that the Lessee is required to withhold any taxes arising from this Lease, the Lessee shall withhold such tax and provide the Lessor with proof of such payment to be deducted from any rent payable by the Lessee to the Lessor.
- 4.6 If at any time hereafter after the completion of the 10<sup>th</sup> year of the term herein granted the Lessor shall desire to sell his estate and interest in the Land and Properties, he hereby covenants with the Lessee that he will before proceeding to offer the same for sale give notice of such desire to the Lessee who shall forthwith make an offer in writing to purchase the same and if no such offer on the part of the Lessee is received by the Lessor within one month of the date of service of the said notice or if the offer received within that time is not satisfactory to him, the Lessor shall

be free to accept any other offer to purchase his interest in the said Land and Properties and the Lessor hereby further covenants with the Lessee that he will not at any time accept any offer for the purchase of his interest in the said Land and Properties made by someone (hereinafter referred to as the "Third Party") other than the Lessee without first offering to sell the same to the Lessee on the same terms as offered by the Third Party and in accordance with the provisions of this clause.

**4.7** ALL disputes, differences and questions which may at any time arise between the Lessor and the Lessee or their respective representatives touching upon or arising from or in respect of this Lease or the subject matter thereof shall basically be settled amicably through consultation and negotiation between the two parties in good faith and understanding and shall only be referred to litigation in accordance with the Laws and Procedures of Tanzania if they do not reach satisfactory solution \ decision within a period of thirty (30) days.

**4.8** Each party acknowledges that this Lease and the documents referred to herein constitute the entire and binding Lease between the parties relating to the transactions contemplated by this Lease and supersedes all previous Leases between the parties relating to the Land and Properties herein referred to. No addition to, variation of, or termination of this Lease shall be of any force or effect unless agreed in writing and signed by or on behalf of the parties.

SIGNED and DELIVERED by the said  
RAYMOND F MLAY who is known to me  
Or identified to me by SIMON MDEE

  
RAYMOND F MLAY

Personally in my presence this 01<sup>st</sup> day of August, 2019

Name: Fredrick. k. Fungamfama

Signature: [Handwritten Signature]

Postal Address: 10336 DSM

Qualification: Advocate.



SEALED by COMMON SEAL  
By the said  
AMARACHI INVESTMENT COMPANY limited  
Who is known to me

AMARACHI INVESTMENT  
COMPANY

Personally in my presence this 01<sup>st</sup> day of August, 2019

Name: CHRISTOPHER K. TEMU

Signature: [Handwritten Signature]

Postal Address: 106488 DSM

Qualification: DIRECTOR

Seal

Name: BERNARD AKILIMALI TEMU

Signature: [Handwritten Signature]

Postal Address: Box 106488 DSM

Qualification: DIRECTOR