

THE UNITED REPUBLIC OF TANZANIA

**THE LAND ACT
(NO. 4 OF 1999)**

AND

**THE LAND REGISTRATION ACT CAP 334 R.E 2002
TWENTY YEARS LEASE AGREEMENT**

**PROPERTY ON PLOT NUMBER 729 BLOCK 'M'
PASIANSI MWANZA
C.T NUMBER 12720**

**HONEYTHONE JUMA MANDARO & ANNETH
DEOGRATIUS SHIJA**

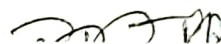
AND

TANDA FISHERY TANZANIA LIMITED.

Drawn by:

IPC Legal Advocates,
6TH FLOOR, REAR WING,
PSSSF PLAZA,
P.O.Box 1629, Kenyatta Road, Mwanza City.
Email: info@ipclegal.co.tz/stehner@yahoo.com
Web: www.ipclegal.co.tz

Certified True Copy of the Original
Date: 10/05/2021
Sign: 
GODWIN FELICIAN W. JAGI
Advocate, Notary Public & Commissioner for Oaths



**TWENTY YEARS LEASE AGREEMENT FOR PROPERTY ON PLOT
NUMBER 729 BLOCK 'M' PASIANSI MWANZA
CT NUMBER 12720**

THIS LEASE AGREEMENT is made this 14th day of April 2021

BETWEEN

HONEYTHONE JUMA MANDARO AND ANNETH DEOGRATIUS SHIJA of P. O. Box 2770, Mwanza (hereinafter collectively called "the LESSOR") which expression shall where the context so admits, include her successors in title of the one part;

AND

TANDA FISHERY TANZANIA LIMITED a Limited liability Company duly incorporated under the Laws of Tanzania and whose address for purposes hereof is P.O. Box MWANZA (hereinafter called "the LESSEE") which expression shall where the context so admits, include its successors in title of the one part;

WHEREAS The Lessor is the registered beneficial owner of a building and other subsidiary structures situated at **Plot 729 Block 'M' Pasiansi, Mwanza**

WHEREAS the Lessee has requested the Lessor to lease the Lessor's property for residence and business purposes (hereinafter referred to as the 'demised PREMISE')

AND WHEREAS the Lessor is willing and ready to lease the Demised premise to the Lessee on the following terms and conditions;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONSENSUS CLAUSE

1.0 In consideration of the rent and the performance of Lessee's covenants hereinafter reserved and contained the Lessor **DOES HEREBY DEMISE** unto the Lessee the said property on Plot number 729 Block 'M' Pasiansi Mwanza subject **HOWEVER** to terms and conditions set out in this agreement

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Advocate, Notary Public & Commissioner for

2. LEASE TENURE

The lease created herein shall be for a period of TWENTY years beginning from the date of this agreement subject to renewal on its expiry and SUBJECT FURTHER to its registration with the registrar of titles.

3. RENT, TAX AND OTHER CHARGES

3.1 The Rent shall be **Tanzanian Shillings Four Million Only only (Tshs 4,000,000/=)** per **MONTH** payable in **advance every 36 MONTHS**

3.2 That the Lessee shall, on the date of paying rent, withhold 10% withholding Tax and remit it to Tanzania Revenue Authority

3.3 That the lessee shall be obliged to pay 1% stamp duty to Tanzania Revenue Authority.

3.4 The rent agreed in clause 3.1 above shall be subject to review every three years at 15% increment. On expiry of the first 20 years, parties may mutually agree on renewal subject to new rent

4 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-

4.1 To pay during the term of the lease the said rent herein before reserved punctually on the days and in the manner aforesaid without any deductions whatsoever except as AGREED in this agreement.

4.2 To keep the interior parts of the Demised space in a habitable condition;

4.3 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48

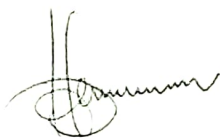


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Advocate, Notary Public & Commissioner for Oaths

hours notice addressed to the Lessee (or immediately in case of a need) to enter for purpose of carrying out any inspection on the demised space as the Lessor may consider to be desirable or necessary.

- 4.4 To make any alteration in the Demised premise and/or undertake any developments suitable for the lessee's business PROVIDED that the costs for such developments shall be borne by the lessee AND such alterations and/or developments made shall be in line with the business of the lessee and the land use conditions. In the event the land use is to be changed in order to suit the lessee's needs, such changes shall be made by the lessor at the lessee's expenses.
- 4.5 Any major constructions/developments that require building permits shall be made with consent in writing from the lessor which consent shall not be unreasonably withheld and the lessor shall be responsible to seek and obtain such permits at the lessee's costs.
- 4.6 The developments made on the demised premise shall remain the properties of the lessor
- 4.7 To use the Demised premise partly for fish maw processing and export businesses and partly for residences of the lessee's Directors and Foreign Employees
- 4.8 Not to permit or suffer to be done upon the demised space anything which is in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the demised premise.
- 4.9 To maintain the standards of the demised premise



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Advocate, Notary Public & Commissioner for Oaths

- 4.10 Not to use or suffer to be used the demised premise for any illegal or immoral purposes
- 4.11 Not to store or suffer to be stored or placed on or about the demised premise any inflammable goods, materials or things whatsoever
- 4.12 Shall at the expiration of the said term and where no renewal of the contract, yield up the demised premise to the lessor with the fixtures and all the fittings thereto in such good and tenable repair and conditions.
- 4.13 Shall ensure that all costs in form of Electricity bills, water bills and telephone charges if any are dully paid when they fall due.

5 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- 5.1 To maintain in good working order and repair all sewers drains channels, sanitary pipes, and wires and cables and supply lines;
- 5.2 To keep all the buildings on the premise insured against loss or damage by fire or such risks as the Lessor may deem desirable or expedient in the full insurable value;
- 5.3 To pay and discharge all rates, taxes and rent assessments falling due on or charged upon the building on which the demised premise is situate;
- 5.4 That the Lessee paying and reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained herein shall peacefully hold and enjoy the demised space throughout the said term without any



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Advocate, Notary Public & Counsel at Large for 15 years

interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor;

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The Lessor represents that is the rightful registered owner of the property with full power and authority to demise to the Lessee the Demised Premises in the manner herein provided;
- 6.2 That each party agrees to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this agreement
- 6.3 Each party represents and warrants to the other that:-
- 6.3.1 It has full power and authority to execute delivery and perform its obligations under this agreement and no limitation on its powers will be exceeded as a result of its entering into this agreement;
 - 6.3.2 This agreement is a legal, valid and binding obligation, and is enforceable against each party in accordance with its terms and conditions;
 - 6.3.3 This agreement may only be varied by written instrument signed by each party.

7 TERMINATION

- 7.1 Neither party may terminate this agreement in the first 20 years of the lease tenure EXCEPT by breach provided the breach complained of goes to the root



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GODWIN FELICIAN KALAGE
Advocate, Notary Public & Commissioner for

of the lease agreement AND PROVIDED FURTHER that the aggrieved party gives the other party 3 Calendar months notice of termination

8. COMMUNICATION AND NOTICES

Any notice, request or other communication required or permitted to be given or made under this agreement to any part must be in writing. Such notice, request or other communication may be delivered by hand or postal address of each party mentioned herein

9. FORCE MAJEURE

In this clause, Force Majeure means an Act of God, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, sabotage, lightening, fire, earthquake, storm, flood, plague and explosion, government agency restraint, expropriation, intervention, or any cause whatsoever beyond the reasonable control of the person affected.

If any party to this Agreement is unable, wholly or in part, by reason of force majeure to carry out any obligation required of it under this contract, that obligation is suspended so far as it is affected during the continuance of force majeure.

As soon as possible after being affected by force majeure, the party so affected must furnish to the other party full particulars of the force majeure and the manner in which its performance is prevented or delayed. The party whose obligations under this agreement have been suspended must promptly and diligently pursue appropriate action to enable it to perform such obligations.



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Sign: GODWIN FELICIAN KAJAGO Date: _____
Advocate, Notary Public & Commissioner for Oaths

10. WAIVER

The waiver by either party of its rights or remedies or of any breaches by either party under this agreement shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

11. SEVERABILITY

In event that any of the provision of this Agreement or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed herein.

12. SUCCESSION AND ASSIGNS

12.1 Except as otherwise provided herein, the rights and obligations created hereunder shall incur to the benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;

12.2 Notwithstanding any provision hereof, the Lessee shall have no right to assign or transfer any of his rights herein, and no such assignment or transfer shall have any validity unless prior thereto;-

12.2.1 the other party consents in writing to such assignment, transfer or succession;

12.2.2 all amounts outstanding have been fully paid;

12.2.3 the proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.



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GODWIN FELICIAN KAJAGE
Advocate, Notary Public & Commissioner for Justice

13. DISPUTES RESOLUTION

9.1 The parties herein will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement;

9.2 If the parties have been unable to reach to an amicable resolution, any party may seek redress before a competent court of law within the United Republic of Tanzania.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Tanzania.

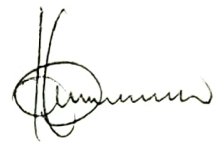
15. COSTS

Both Parties shall bear their own costs and expenses including legal fees and other expenses excluding Payment of stamp duty which shall be paid by the Lessee

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing:

Signed at MWANZA by HONEYTHONE JUMA }
MANDARO Who is known to me / Identified to }
me by Adv. Angelo who is known to me }
this 15th day of April 2021 }

LESSOR



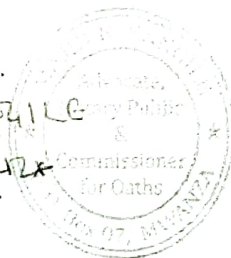
BEFORE ME:

Signature : [Signature]

Name : MARID A. KANGILE

Address : P.O. BOX OF MWANZA

Designation : **Advocate**



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Date: 10/05/2021
Sign: [Signature]
GODWIN FELICIAN V. JAGC
Advocate, Notary Public & Commissioner for Oaths

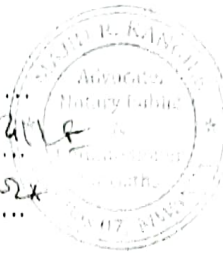
Signed at MWANZA by ANNETH DEOGRATIUS }
SHIJA who is known to me / Identified to me by }
..... who is known to me }
this ... 15th day of ... April ... 2021 }

LESSOR

Shija

BEFORE ME:

Signature :
Name : MAJID A. KANGILE
Address : P.O. BOX OF MWANZA
Designation : Advocate



STAMP OF LESSEE

STAMPED with the COMMON STAMP of }
TANDA FISHERY TANZANIA LIMITED }
and DELIVERED at MWANZA in our presence }
this ... 14th day of ... April ... 2021 }

Witness by

Signature :
Name : Deng Ziyang
Address : Mwanza
Designation : DIRECTOR

Before me:

Signature :
Name : Justades Angelo
Address : P.O. Box 1157 Mwanza
Designation : ADVOCATE



STAMP DUTY PAID	
Shs	420,000
Receipt No	998420213972
10 APR 2021	
OF LEASE AGREEMENT	
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Certified True Copy of the Original
Date: 10/05/2021
Sign: GODWIN FELICIAN
Advocate, Notary Public & Commissioner