

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

**LEASE AGREEMENT**

**BETWEEN**

**EDELWEISS OLDEANI ESTATES LIMITED**

**AND**

**TALES OF AFRICA LIMITED**

---

**CONCERNING THE LEASE OF 34.5 ACRES OF LAND COMPRISED IN  
C. T. NO. 9163 SITUATED AT OLDEANI, KARATU DISTRICT  
ARUSHA-TANZANIA**

---

**Drawn by:**

**VIGIANCE ATTORNEYS**

**P. O. BOX 785,**

**ARUSHA-TANZANIA**

**Email: [info@vigilanceattorneys.com](mailto:info@vigilanceattorneys.com)**

**Website: [www.vigilanceattorneys.com](http://www.vigilanceattorneys.com)**

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made on this <sup>th</sup> 17 day of March, 2023

### BETWEEN

**EDELWEISS OLDEANI ESTATES LIMITED**, whose address is P. O. Box 482 Arusha-Tanzania (hereinafter referred to as '**the Lessor**'), which expression where the context so admits includes the person deriving title under the Lessor, its successor and assignees of the one part;

### AND

**TALES OF AFRICA LIMITED**, whose address is P. O. Box 482 Arusha - Tanzania (hereinafter referred to as '**the Lessee**'), which expression where the context so admits includes the person deriving title under the Lessee, its successor and assignees of the other part;

#### 1) PREAMBLE:

**WHEREAS**, the Lessor is the registered lawful owner of land comprised in Certificates of Title No. 9163 together with all present and future developments thereon situated in Oldeani - Karatu District together with all the improvement and developments thereon.

**AND WHEREAS**, the Lessee is desirous to lease from the Lessor 34.5 Acres of land being part of 976 acres of the said land.

**WHEREAS**, the Lessor has offered to lease the Plot together with all the unexhausted improvements made, carried out and undertaken on the said property, and the Lessee has agreed to the lease of the said land as described and delineated in Schedule 1.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**2) GRANT OF LEASE**

The Lessor, in consideration of the agreed payment and the covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby agree to lease and take from the Lessor 34.5 acres as described in **SCHEDULE 1** attached hereto and by reference made a part hereof the "**Demised Premises**", together with all present and future developments located thereon.

**3) CONSIDERATION**

- 3.1 The Lessee shall pay the sum of Tanzania Shillings Two Million (TZS 2,000,000.00) annually to the Lessor, who will acknowledge receipt therefore and deliver a set of lease agreement for signing.
- 3.2 On receipt of the consideration, the Lessor shall instruct the Advocate to oversee the registration of Lease agreement.
- 3.3 At completion of lease registration, the Lessor's Advocate shall deliver the following documents to the Lessee;
  - i) The original copy of registered lease
  - ii) A certified true copy of the certificate of Title Number 9163.

**4) TERMS OF LEASE**

- 4.1 The term of the lease shall be ten (10) days less than the current date of expiry for the current right of occupancy of the land, which is 30<sup>th</sup> day of October 2047. This lease shall be automatically renewed again less ten days of the renewal period of the right of occupancy, when the right of occupancy is renewed to the lessor, on the expiry of the present lease period. This arrangement will be subject to this lease adhering to its terms and conditions and shall be perpetual so long as the right of occupancy is renewed in the name of Lessor.
- 4.2 The Lessor shall lease, free from any encumbrances.
- 4.3 The Land is leased subject also to the terms and conditions contained in the certificate of Right of occupancy.
- 4.4 All service fees, rates, land rent and similar outgoings prior to the lease of the land shall be payable by the Lessor.
- 4.5 The terms, conditions, covenants, rules, regulations and all other terms of the lease shall bind any successor in title, assignees, transferees as well as executors and heirs of the parties to the lease and any reference to the Lessee or the Lessor shall mean and include, as the case may be, the incumbent successors, assignees, transferee, executor or heirs of the Lessee or the Lessor.

**5) GENERAL COVENAT**

This agreement constitutes a legal, valid, and binding obligation of the parties and its enforceable against each party in accordance with its terms and conditions except where enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, force majeure and other similar circumstances affecting creditors' rights or remedies.

**6) SPECIFIC COVENANT**

**6.1 The Lessee's covenants with the Lessor's as follows:**

- 6.1.1 The Lessee has the power and capacity to enter into and perform his obligations under this agreement.
- 6.1.2 To procure any licenses and permits required for any use made of the Demised Premises.
- 6.1.3 To permit the Lessor and its agents to examine the Demised Premises at reasonable times.

**6.2 The Lessor hereby warrant to the Lessee that:**

The lessor has no undisclosed debtors or creditor, no pledge, lien or other encumbrances on, or over the leased land relating to this lease agreement and there is no agreement or arrangement to give or create any such encumbrance over the said property.

**7 INDEMNITY BY THE LESSEE**

- 7.1 The Lessee shall save the Lessor harmless and indemnify the Lessor from all injury, loss, claims or damage to any person or property while on the Demised Premises, unless caused by the willful acts or omissions or gross negligence of the Lessor, its employees, agents, licensees or contractors.

- 7.2 The Lessee shall maintain with a reputable insurance company, with respect to the Demised Premises, an insurance cover for injury or death and property damage.

## **8 TITLE**

### **8.1 Good Title**

The Lessor warrants and represents, upon which warranty and representation to the Lessee has relied in the execution of this Lease, that the Lessor is the owner of the Demised Premises, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Demised Premises by the Lessee.

### **8.2 Quiet Enjoyment**

The Lessor covenants and agrees that upon the Lessee paying the consideration and observing and performing all of the terms, covenants and conditions on the Lessee's part to be observed and performed hereunder, that the Lessee may peaceably and quietly have, hold, occupy and enjoy the Demised Premises in accordance with the terms of this Lease without hindrance or molestation from the Lessor or any persons lawfully claiming through the Lessor.

## **9 NOTICES**

The lessor and Lessee agree that all notices in respect of any matter related to this lease agreement shall be in writing and may be sent by email at the emails address below provided that the same shall be forwarded and delivered by courier mail to the physical addresses indicated herein below;

### **FOR THE LESSOR**

Edelweiss Oldeani Estate Limited  
P. O. Box 482,  
Arusha - Tanzania  
E-mail: neel@edelweisscoffee.com

### **FOR THE LESSEE**

Tales of Africa Limited,  
P.O. Box 482  
Arusha - Tanzania.  
E-mail: .....

## **10 FORCE MAJEURE**

Neither party shall be in breach of this lease agreement if there is any total or partial failure of performance by the parties of their duties and obligations under this lease agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or terrorist activity preventing any of the parties from fulfilling their obligations hereunder undertaken to be provided. If the Force majeure in question prevails for a continuous period in excess of three (3) months, the parties shall enter into bona fide discussion with a view to alleviating its effect, or with a view to agreeing upon such alternative arrangement as may be fair and reasonable.

## **11 ENTIRE AGREEMENT**

This lease agreement contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this lease agreement shall have any force and effect.

## **12 MODIFICATION/AMENDMENT**

This Lease shall not be modified and or amended in any way except by a written instrument executed by both parties.

## **13 DISPUTE RESOLUTIONS**

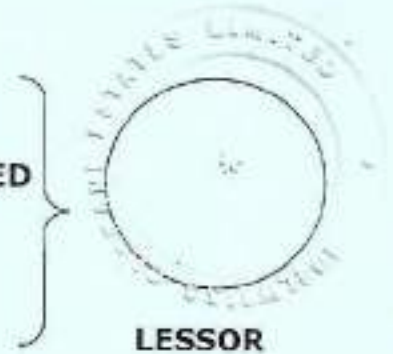
Any dispute or difference between the parties to this lease agreement arising from or in connection with this lease agreement shall first be settled amicably by the parties, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [CAP 15 of R.E 2002] of the Laws of the United Republic of Tanzania.

## **14 CONFIDENTIALITY / DUTY OF CARE**

Both parties to this lease agreement undertake to treat all information (whether written, oral, or electronic or otherwise) arising from or in connection with this lease agreement as confidential between the parties and not to disclose to third parties except as necessarily required in the normal course of their trade or business, and both parties acknowledge a duty of care to each other.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease the day and year above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

**SEALED and DELIVERED** in the presence of us by the said **EDELWEISS OLDEANI ESTATES LIMITED** this 17<sup>th</sup> day of March 2023



Name: Neel Vohora  
Signature: [Handwritten Signature]  
Qualification: DIRECTOR

Name: KAVITA VOHORA  
Signature: [Handwritten Signature]  
Qualification: DIRECTOR

**SEALED and DELIVERED** in the presence of us by the said **TALES OF AFRICA LIMITED** this 17<sup>th</sup> day of March 2023



Name: Neel Vohora  
Signature: [Handwritten Signature]  
Qualification: DIRECTOR

Name: Ingrid Voss  
Signature: [Handwritten Signature]  
Qualification: Director



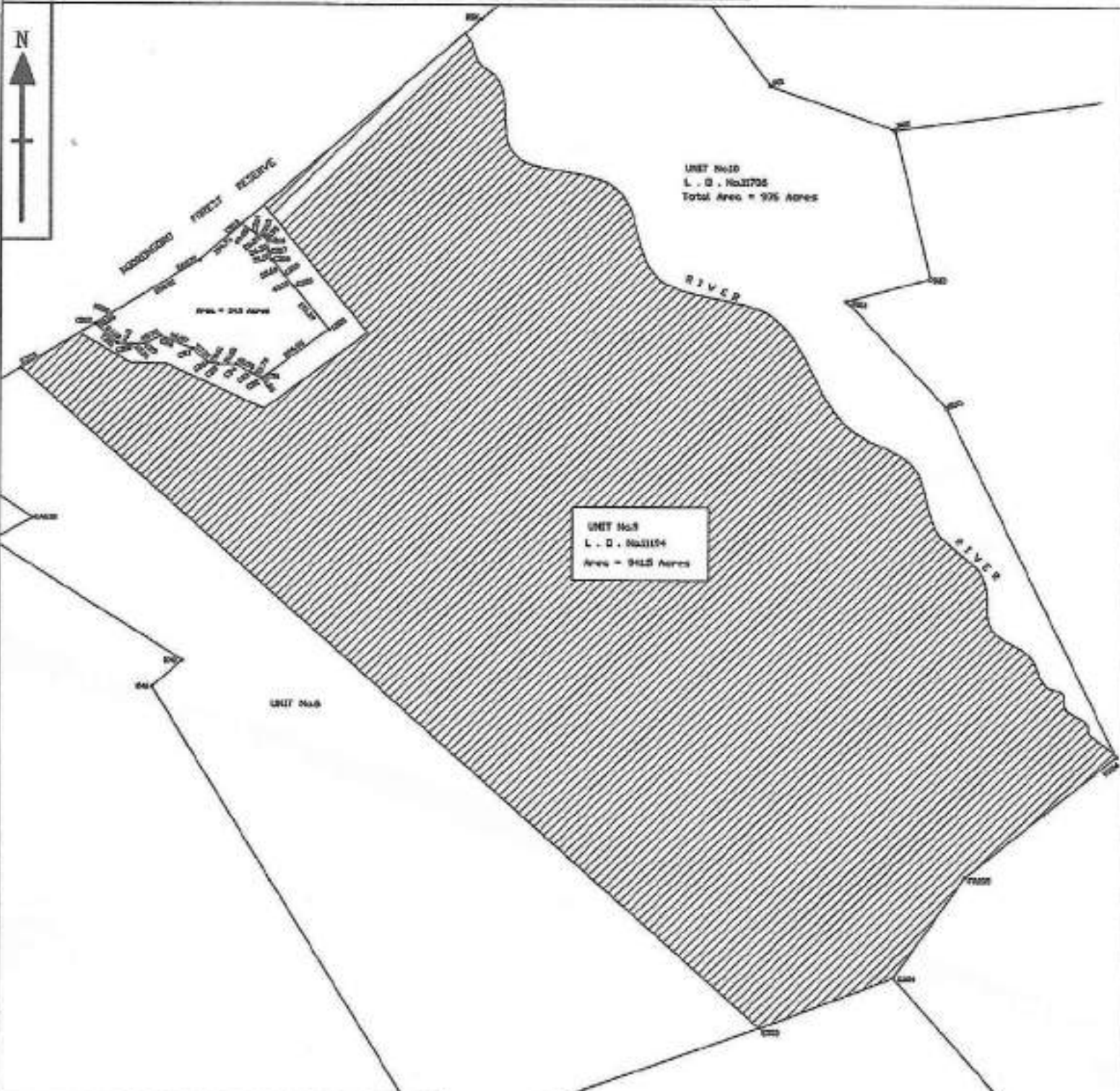
FILED DOCUMENT No. 5296  
 REGISTERED ON: 27.03.2023  
 AT: 01:00 P  
  
 Senior Asst. Registrar of Taxes

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Paid  
 500/-  
 023088169783609  
 On Original  
 of: 29.03.2023  
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Paid  
 500/-  
 023088169783609  
 Receipt No.  
 of: 29.03.2023



# KARATU DISTRICT



UNIT No.8  
L . O . No.11194  
Area = 34.5 Acres

UNIT No.10  
L . O . No.11704  
Total Area = 936 Acres

## INSET SHOWING DETAILS OF PLOT

Locality ..... KARATU .....  
Block.....  
Farm No. PART OF UNIT No.9  
L . O no. 11194  
Area..... 34.5 .....Acres

The issue of this plan implies no guarantee

This plan prepared in accordance with  
Registered plan No.....is approved for the  
purposes of the Land Registration Ordinance  
Director of Surveys and Mapping.....  
Date.....Ministry of Lands  
Housing Human Settlement and Development