

REGISTERED ON
11-6-2009



CDA DED TRU PA: 16911
CDA/L.O. NO. 96253/12095

10.00 Am
Mr. N. N. N.
Registrar

CAPITAL DEVELOPMENT AUTHORITY

GROUND LEASE NO. 12095

LEASE AGREEMENT

Made and entered into this 6th day of APRIL 2009.

BETWEEN

CAPITAL DEVELOPMENT AUTHORITY, a body corporate established under the Public Corporations Act, 1969 by the Capital Development Authority (**ESTABLISHMENT**) order Government Notice No. 230 of 1973, as amended by the Public Corporations Act No. 2 of 1992 of P. O. Box 913, Dodoma (hereinafter referred to as "the Lessor") of the one part,

AND

IQBAL NOORALI BHANJI of P. O. Box 363 – **DODOMA** (hereinafter referred to as "the Lessee") of the other part

THIS AGREEMENT WITNESSES as follows:

WHEREAS the Lessor has been endowed with Right of Occupancy registered in the Land Registry at Dodoma under **Title No. 4585-DLR** in respect of land within the Capital Development Area as described in the Dodoma National Capital Planning Order **Government Notice No. 63 of 1978**, except alienated lands and in the terms thereof is authorized to grant Leases; the Lessor hereby enters into a Lease Agreement (hereinafter referred to as "the Lease") whereby the Lessor demises and the Lessee takes a piece of land (hereinafter referred to as "the land") for a term of **thirty three years** commencing on **01st day of July, 2007** and expiring on **30th day of June, 2040** according to the true intent and meaning of the **Land Act, 1999** and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:

PART A: THE LESSEE SHALL

- PAY** in advance to the Lessor the following Ground Rent and/or other charges of shillings **one million one hundred twenty five thousand (T.SHS. 1,125,000/=)** on the first day of July in each year of the term without any deduction **PROVIDED** that the rent may be revised after every five years thereafter.

TANGANYIKA
STAMP DUTY PAID ON
ORIGINAL Shs. 216 850/=
 Receipt No. 15450742 of 26-9-07
Mr. N. N. N.

Stamp Duty Shs. 100/=
 Revenue Receipt No. 15450742
 of 26-9-2007 issued.
Mr. N. N. N.

2. **ERECT** or cause to be erected on the land a building or buildings (hereinafter as "the improvements") in such materials and in accordance with specifications which the Lessor may require, and to that end shall:

- i. on or before the 31st day of **December, 2007** submit for approval to the Lessor such plans, drawings, specifications and other information required by the Lessor in respect of the improvements proposed to be erected;
- ii. within **six months** from the date of notification by the Lessor of the foregoing development proposals, commence building and the improvements in accordance with such plans and specifications;
- iii. proceed continually from the commencement of building and the improvements in accordance with the plans and specifications until the same are capable of use and occupation on or before the 30th day of **February** of the following year;
- iv. throughout the remainder of the term hereby granted have and maintain the land and the improvement to the satisfaction of the Lessor;
- v. comply with such other conditions relating to the improvements as may be contained in the annexure hereto, if any.

3. **NOT** erect or commence to erect on the land any building, buildings or other improvements except with the prior written consent of the Lessor.

4. **NOT** subdivide the land or assign, sublet or otherwise dispose of or deal with any part of the land or the improvements thereon without the prior written consent of the Lessor.

5. **MAINTAIN** and protect all beacons on the land and be responsible for replacing any such beacons that may be missing or destroyed.

6. **BE** liable to pay any and all costs arising herefrom and in particular:-

- i. any fees or stamp duties which may be discovered in connection with the Lease.
- ii. an amount or amounts leviable by duly authorized institutions or rates or like local property taxes.
- iii. an amount or amounts equal to any rates or like levy paid by the Lessor in respect of the land or improvements thereon.
- iv. such sum as the Lessor shall assess as a proper share attributable to the tenant of the cost of making up the roads or improvements of the land fronts, abuts or adjoins, whether demand for such making or improvement thereof. (This shall not oblige the Lessor to make up or improve the roads)

7. **USE** the land solely for **Industrial** purposes use group 'M' use class (b) as defined in the Town and Country Planning (Development and Zoning) (Capital Development Area) Regulations, 1979
8. **BE** responsible, where applicable:-
 - i. for protecting and preserving throughout the term of the lease all the existing and future infrastructure facilities on the land. Any damage, destruction or loss caused thereto shall be made good at the Lessee's expense.
 - ii. for further protecting and conserving existing and future horticultural amenities such as trees, flower gardens etc provided within or immediately adjoining the land. Any damage, destruction or loss caused thereto shall be made good at any time at the Lessee's expense.
9. **YIELD** up to the Lessor the land and improvements in good order and condition upon determination of the Lease by effluxion of time or otherwise.

PART B: THE LESSOR SHALL

1. **ENSURE** that the Lessee paying ground rent and/or other charges hereby reserved in **PART "A"** Clause 1 hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **NOTWITHSTANDING** the restrictions contained in **Part "A"** Clause 4 hereof permit the Lessee to grant a sublease or subleases in respect of the land and improvements for a term not exceeding five years, provided the Lessee has complied with the development conditions set out in **Part "A"**, Clause 2 hereof.
3. **UPON** breach by the Lessee of any the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.
4. **GRANT** to the Lessee at the lessee's option and on satisfactory performance of the obligations hereinbefore contained, an extension of the Lease on such terms and conditions as may be agreed by the parties provided that the Lessee serves upon the Lessor not more than six months notice in writing prior to the expiry of the Lease provided that such an extension will not be granted where the land is required by the Lessor for other development.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may apply for arbitration to the Minister for the time being responsible for land matters and the Minister's decision shall be binding on both parties.

SCHEDULE

All that land known as Plot No. 60 Block 'E' Kisasa 'B' Centre Dodoma Municipality being part of the land within the Capital Development Area registered under certificate of TITLE NO 4585-DLR containing one decimal point five four (1.54 Ha) Hectare, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Plan Numbered 46266 deposited at the office of the Director of Surveys and Mapping at Dar es Salaam.

We the LESSOR and the LESSEE(S) hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SEALED with the COMMON SEAL of the said CAPITAL DEVELOPMENT AUTHORITY and DELIVERED in the presence of us this 06th day of APRIL 2009

Signature: *[Signature]*
Name: MARTIN LUTHER KITILLA
Postal Address: P.O. BOX 913, DODOMA
Qualification: DIRECTOR GENERAL

Signature: *[Signature]*
Name: AHMAD SALUM KILINGO
Postal Address: P.O. BOX 913, DODOMA
Qualification: CORPORATION SECRETARY

Seal

SIGNED and DELIVERED by the said IQBAL NOORALI BHANJI who is known to me personally/identified to me by..... the latter being known to me personally in my presence this 11th day of February 2009....

[Signature]

Signature: *[Signature]*
Name: ZAKARYA E. NJUMWI
Postal Address: 3010 DODOMA
Qualification: ADVOCATE

