

LEASE AGREEMENT

BETWEEN

PARVIZBANU HUSSEIN

AND

TANUK AFRICA LIMITED

DRAWN BY:

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 31st day of December **2021**.

BETWEEN

PARVIZBANU HUSSEIN of **P.O BOX 336-DAR ES SALAAM** (hereinafter called "**Lessor**") which expression shall, where context so admits, include its successors, her heirs, agents, legal representatives and assigns in title of the one part;

AND

TANUK AFRICA LIMITED a limited liability company incorporated in Tanzania under the Companies Act 2002 (Cap 212) **P.O BOX 40140 Dar Es Salaam** (hereinafter referred to as "**the Lessee**", which expression shall include, where the context admits, their heirs, agents, legal representatives and successors in title) of the other part;

WHEREAS, the lessor is the lawful registered owner of a piece of land commonly known as **Farm (Plot) No 2841 Block Farm Vikindu, CT No. 58078, LO 191475 Vikindu within Mkuranga District** (hereinafter referred to as "**the property**") and is desirous of renting the same to the Lessee.

WHEREAS, the Lessee a duly incorporated company with a Certificate of Incorporation **No 41989**; Certificate of Incentive **No 042021** issued on 22nd May 2012; and a Certificate of Change of Name **No 41989** dated 15th June 2012 has expressed an intention to take on lease farm subject to the terms and conditions stipulated under this Agreement.

NOW WHEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed as follows:

1. COMMENCEMENT AND DURATION OF THIS AGREEMENT

This Agreement shall be for a period of Four Years (4 years) with effect from **31st DECEMBER 2021** (date of commencement) and shall end on the **31ST DECEMBER 2025** (date of Termination) subject to renewal based on the conditions of the Lessor or mutual agreement.

Certified True Copy of the Original
Sign [Signature] Date 22.10.2022
KATALA JOHN KALIMBA
Advocate,
Notary Public & Commissioner for Oaths

2. DATE OF POSSESSION

The date of commencement for purpose of this Agreement shall be considered as the effective date of possession of the property by the Lessee from the Lessor.

3. RENT PAYABLE

3.1 The rent for the said farm(plot) shall be Tanzanian Shillings Twenty Million (20,000,000/=) for Four years.

3.2 It is hereby agreed that the Lessee shall pay rent on a yearly basis, which shall be Tanzania Shillings Five Million (5,000,000/=) per year.

3.3 The rental charges will accrue from the date of commencement of this agreement.

3.4 The Lessee shall pay in addition to the rent the utility charges, such as Electrical bills, garbage collection charge and all other Levies and statutory imposition whatsoever which are now or shall at any time hereafter during the said Lease period be charged or assessed or imposed upon in respect of the said demised premises.

3.5 The Lessee shall not block the passages. All passages shall be left vacant throughout the period of the Lease.

4. THE LESSEE CONVENANTS WITH THE LESSOR as follows:

4.1 To pay the agreed rent to the Lessor in the manner aforesaid clear of all deductions.

4.2 To maintain the boundaries of the said farm (plot) of land during and upon expiry of the lease period.

4.3 To keep the farm land in clear, tidy and sanitary condition at all times and not to assign, sublet or part with the possession of the demised premises without the written consent and permission from the lessor.

4.4 At the expiry or sooner determination of the Lease period hereby granted to yield up the landed property to the lessor in the state of repair and subject to **(CLAUSE 6.2)** of this agreement.

5 THE LESSOR CONVENANTS WITH THE LESSEE as follows,

5.1 That the lessee shall peaceably hold and enjoy the farm during the term hereby granted without any interruption or disturbance

Certified True Copy of the Original
Signed and Dated: 20.12.2022
KATALA JOHN KALIMBA
Advocate,
Notary Public & Commissioner for Oaths

from the lessor or any person or lawfully claiming under or in trust for the lessor.

- 5.2 From the effective date of handing over, to deliver up the possession of the landed property to the Lessee.
- 5.3 To pay land rent, withholding tax and property tax.

6. THE LESSOR CONVENANTS WITH THE LESSEE as follows,

- 6.1 The lessee is allowed to erect or build any structures, fixtures, buildings, fence and developing the said plot of land. Any developments will form part of the said farm land;
- 6.2 The lessor shall refund the lessee **50%** for the development costs on the plot of land at the end of the lease;
- 6.3 During the period of lease, the lessor shall not mortgage the property or make disposition of any kind to any other person(s).

7. Lessor hereby demises unto the Lessee the property.

8. If either the Lessor or Lessee intends to terminate this Agreement before the expiry of the lease period each party shall give six months' notice in writing to each other.

9. DISPUTE SETTLEMENT & APPLICABLE LAWS

- 9.1 In case of any conflict between the terms of this agreement and statutory provisions, the parties shall amicably settle the dispute through Alternative Dispute Resolution mechanism (ADR).
- 9.2 Terms and conditions of this agreement shall nevertheless be subject to such statutes regulating status of landlord and Tenant in Tanzania.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this agreement as of the date as appearing hereunder;

SIGNED and DELIVERED in **DAR ES SALAAM** by the said **PARVIZBANU HUSSEIN** who is known to me /has been introduced to me by **NISHAZ HUSSEIN** the latter being known to me personally in my presence this 31st day of December 2021.

Parvizbanu
LESSOR



BEFORE ME:

Name: KATALA JOHN KALIMBA

Signature: [Handwritten Signature]

Address: P.O. Box 72580

Qualification: ADVOCATE



SEALED with the **COMMON SEAL** of the said **TANUK AFRICA LIMITED** and **DELIVERED** in Dar es salaam in our presence this 31st Day of December 2021

SEAL

1. Name: NISHAZ HUSSEIN

Signature: [Handwritten Signature]

Address: 40140 - DSM

Designation: DIRECTOR

2. Name: MOHAMED FARID HUSSEIN

Signature: [Handwritten Signature]

Address: 40140

Designation: DIRECTOR

Certified True Copy of the Original
Sign: [Handwritten Signature] Date: 22/02/2022
KATALA JOHN KALIMBA
Advocate,
Notary Public & Commissioner for Oaths