

**THE LAND REGISTRATION ACT. CAP. 334 R.E. 2019**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and effective on this 20<sup>th</sup> day of August 2020

**BETWEEN**

**AHMED ZUBERI RUBAMA & HASSAN LUPUNGWI RUBAMA** of Post Office Box Number 8117 Dar Es Salaam, in the United Republic of Tanzania, who are joint administrators of the Estate of the Late HALIMA A. MAGOMA (deceased) (*Hereinafter called the "the Lessor"* which expression shall where the context so admits include the Lessor's successors in title and assigns) on the first party;

**AND**

**RENAE BRUCE MILLER** of Cell Phone Number (1 255 744 303 259), Post Office Box Number. 60230 Kawe, Dar es Salaam, in the United Republic of Tanzania, (*Hereinafter called "the Lessee"* which expression shall, where the context so requires, include the Lessee's successors in title and assigns) on the second party.

**WHEREAS:**

(A) That, the Lessors are joint administrators of the Estate of the late HALIMA A. MAGOMA (deceased) to wit all the Landed Properties known as Plots Number 211 and No. 159 of Block falling under this estate hence are rightful and registered holder of an interest in land over the said the Landed Properties situated at **Ras Kilomoni Area**, in Kinondoni Municipality, within Dar Es Salaam City, and includes all the exhausted or unexhausted improvements together with all other developments and appurtenances therein contained present and in future (*hereinafter called the "Leased Premises"*).

(B) That, the Lessors are desirous of letting Plots Number 159 and 211 of these Landed Properties to the Lessee, the Leased Premises and the Lessee is desirous of leasing the said Plots Number 159 and 211, Leased Premises from the Lessors for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

**NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

**1.0 LEASED PREMISES AND PERIOD**

1.1 In consideration of the rent and mutual covenants hereinafter reserved and contained, the **Lessors** hereby being legally authorized to do so, grants, leases and

demises unto the **Lessee** and the **Lessee** agrees to take on lease the said **Plot Numbers 159 and 211 'Leased Premises'** for a period of **Ten (10) years** with effect from **20th day of August 2020**, subject to review and renewal at after every two years upon the agreed terms and conditions.

### 1.2 USE OF THE LEASE PREMISES;

That, both the Lessors and the Lessee agrees to use the said '**Leased Premises**' exclusively for permitted use as per its Certificate of Right of Occupancy and any other approved change of use as shall be agreed upon between the Lessors and the Lessee from time to time during the existence of this Agreement, includes known use for residential, Beekeeping, and business activities made known to the lessors.

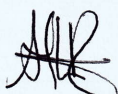
### 1.3 RENT PAYABLE

1.2.1 In consideration of the **Lease** stated hereinabove, the **Lessee** shall pay a monthly rent in three different phases subsequent to the commencement of the lease agreement as herein below provided.

PHASES	DURATION (Monthly)	AMOUNT (TSHS)
Phase 1	Two years	1,050,000/= per month
Phase 2	Three years	2,500,000/= per month
Phase 3	Three years	4,000,000/= per month
Phase 4	Two years	5,000,000/= per month

**WHEREAS:** in Phase 1, the lessee shall deduct the total amount of Tshs 750,000/= for repairing and renovations of the said premises and the total amount 300,000/= will be given to the Lessors. And afterwards in the Phases 2, 3 and 4 the Lessee shall pay the rent in full without any deductions. And also the rent reserved shall be payable by Lessee at every last day of the respective month.

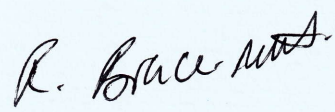
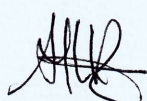
1.2.2 It is hereby agreed and declared that all payments of Rent shall be made free of setoff or counterclaim in cash by bankers' draft or bankers' order or by any other means as the Lessor shall in its sole discretion nominate. Where the Lessee is required by statute to make any withholding from the Rent or other amounts payable hereunder, it shall, within the time period prescribed by statute (or if no time period is prescribed then within seven (7) days of the end of the month in which such withholding was made), remit all sums withheld to the appropriate tax authority and furnish to the Lessor a withholding tax certificate setting out



the name and address of the Lessor, the applicable period, the gross amount payable and the amount withheld by the Lessee as aforesaid.

**2.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

- 2.1 To pay the Rent hereby reserved through the Lessor's Bank Account provided, at Akiba Commercial Bank (or by such other mode of payment nominated by the Lessors) to the account of the Lessor notified by the Lessor to the Lessee free and clear of all taxes and deductions whatsoever and free from exchange or commission which shall be for the account of Lessee.
- 2.2 To keep the said Leased Premises in good and tenantable repair, order and condition including all additions thereto, fixtures and fittings, doors, windows, locks, sanitary wares, water apparatus, electrical wiring and all equipment attached thereto, and without prejudice to the generality of the foregoing covenants to clean regularly the internal and external parts of the Leased Premises.
- 2.3 To pay all rates and charges for water, electric light power, sewage or telephone (if any) in respect of the demised premises during the said tenure of the lease.
- 2.4 To permit THE LESSOR (after obtaining permission from the LESSEE, and such permission not to be unreasonably with-held) and his agents at all reasonable time of the day with or without workmen to enter upon the demised premises to view and inspect the condition of the demised premises. That the Lessor Must Provide at least 48 Hours of Notice to Enter the Property with the acknowledgement and consent of the Lessee.
- 2.5 As the demised property was not habitable at the time of the lease, the Lessee along with the Lessor agreed to all structural improvements to allow habitation of all buildings on the property of Plot No. 211, however any major alterations such as adding swimming pools or additional structures, the Lessee must obtain written approval in writing from the Lessors.
- 2.6 To carry out all the repairs and renovations or additions at her own costs.
- 2.6 Not to assign, sub-let or part with the possession of the demised premises of any part thereof without the written consent of the LESSOR.
- 2.7 Not to use or permit to be used the demised premises in a way which would create nuisance or annoyance to the public neighbors or adjoining tenants,



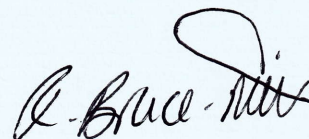
- 2.8 To keep the environment clean, cooperate with adjacent neighbors on solid waste disposal as per Municipal norms and not to make farming save for chicken and beekeeping.
- 2.9 Not to carry on any offensive trade on the demised premises.
- 2.10 To yield up the demised premises after the expiration of the lease agreement, or the determination of any extension made hereunder in accordance with the covenants and conditions hereinbefore.
- 2.11 To maintain the garden by frequent weeding, watering, provision of manure, flower and trees pruning as well as grass cutting by lawn mower; to the satisfaction of both parties.

**3.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- 3.1 To pay all existing and future land rents, rates, taxes assessments, impositions and outgoing which are payable or which may hereafter be imposed or charged in respect of the demised premises. **However payments of land rents, and other taxes by the Lessee will be discontinued after the first 24 months of the lease period, when the said liability will revert back to the Lessors.**
- 3.2 The Lessors (the landlord) then shall furnish to the Lessee (tenant) with the Tax Payment Information and Utilities Payment details.
- 3.2 To keep the exterior of the demised premises together with the roof and the main structure, walls, electrical wiring and fittings thereof, all water taps pipes, sinks and tanks used in connection with the water installation in good tenable repair condition.
- 3.3 That the Lessor cannot demand the premises unless for breach terms and conditions, failure to pay rent inclusive.

**4.0 THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:**

- 4.1 If the rent or any part thereof shall be in arrears for the space of twenty one days next after the day whereon the same ought to have been paid, whether the same shall have been legally demanded or not, and if there shall be any breach, non-performance or non-observance by THE LESSEE or any of the covenants and conditions hereinbefore contained and on its part to be performed and observed, then and in any such case it shall be lawful for THE LESSORS at any time thereafter to enter into and upon the demised premises or any part thereof in the name of the whole and to re-posses in the same and enjoy as in its former state anything



to any right of action related to breach of any of the covenants by THE LESSEE hereinbefore contained.

- 4.2 That the Lessee by paying the charges hereby reserved and performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy the demised premises during the term hereby granted without any interruption through or in trust of the Lessor
- 4.3 That the Lessor shall ensure that the Lessee performs her obligations herein contained and shall peacefully enjoy the demised premises during the said term without any interruption from the Lessor or any other person rightfully claiming under or in trust for them.

#### **5.0 TERMINATION & RENEWAL**

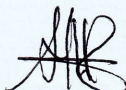
- 5.1 That, either Party may terminate this lease agreement upon giving the other Party the requisite **six months written Notice**, the Notice will assign reasons thereof.
- 5.2 That, in the event the LESSEE intends to renew the lease period, the LESSEE shall give THE LESSOR **a six months written Notice**, before the expiration of the term hereby granted of its desire to continue the tenancy hereby created and if THE LESSOR accepts the notice, then the term hereby created of the demised premises shall be extended for a further term of the years which shall commence at the expiration of the term hereby granted; PROVIDED ALWAYS THAT THE LESSOR and THE LESSEE can mutually agree to revise the rent and other conditions herein.
- 5.3 Any notice under this lease shall be in writing. Notice to THE LESSOR shall be deemed to be sufficiently served by email to the Lessor's attorney (mwambeneda@yahoo.com) or hand delivered to THE LESSORS; and notice to THE LESSEE shall be deemed to be sufficiently served by email (as advised) or hand delivered to THE LESSEE.

#### **6.0 DISPUTE RESOLUTION**

- 6.1 That, in the event of any dispute, interpretation of the spirit of this agreement or any matter touching this agreement between the parties, shall be referred for Arbitration of two people (each party to appoint one) whose decision shall be final and binding upon both parties.
- 6.2 That, in the event any amicable solution fails, any aggrieved party may refer the dispute to the Court of competent jurisdiction for adjudication.

#### **7.0 STATUTORY CHARGES**

- 7.1 That, the Lessee shall pay, the legal fees, stamp Duty and Registration fees on this lease agreement and its counterpart.



**8.0 THE GOVERNING LAW**

8.1 That, this lease agreement shall be governed by the laws of the United Republic of Tanzania

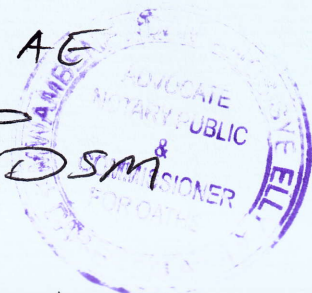
**IN WITNESS, WHEREOF**, the **Lessors** and the **Lessee** have put their respective signatures on the original and duplicate thereof on the day, month and year hereinbefore appearing.

**SIGNED and DELIVERED** at Dar es Salam by  
the said: **AHMED ZUBERI RUBAMA & HASSAN LUPUNGWI**  
RUBAMA who are known to me/~~identified~~ to me by  
..... the latter being known to me  
personally in my presence this..... 09<sup>th</sup>..... day of..... October  
.....2020.

*[Handwritten signatures of Ahmed Zuberi Rubama and Hassan Lupungwi]*  
.....  
.....  
**LESSORS**

**BEFORE ME:**

Names: *MWAMBENE ADAM AE*  
Signature: *[Handwritten Signature]*  
Address: *P.O. Box 6383 DSM*  
Designation: **NOTARY PUBLIC**



**SIGNED and SEALED** at Dar es Salam by  
the said: **RENAE BRUCE MILLER**, who is ~~known~~  
identified to me by *AHMED Z. RUBAMA*  
The latter being known to me personally in my  
presence this..... 09<sup>th</sup>..... day of..... October..... 2020

*RENAE BRUCE MILLER*  
*R. Bruce Miller*

**BEFORE ME:**

Names: *MWAMBENE ADAM AE*  
Signature: *[Handwritten Signature]*  
Address: *P.O. Box 6383 DSM*  
Designation: **NOTARY PUBLIC**

