

LEASE AGREEMENT

BETWEEN

CUTHBERT ROBERT KAJUNA

AND

C.R KAJUNA & COMPANY LIMITED

LEASE AGREEMENT in respect of the Certificate of Title No. 056111/63, Plot No. 32 and 51, Farm 125, KDC Street, Kiboliron Ward, Moshi Municipality.

DRAWN BY:-

Tumaini Materu, Advocate,
Uru Attorneys,
Kilimanjaro Commercial Complex (KCC),
NSSF Building,
2nd Floor, Room No. 16 E,
Opposite with Moshi Municipal Offices,
P. O. Box 523,
Moshi - Tanzania.
Mob: 0766409408
Email: uruattorneys@gmail.com

THIS LEASE AGREEMENT made at Moshi this 5th day of July 2023

Between

CUTHBERT ROBERT KAJUNA individuals living for gain in Moshi of Postal Office Box No. 1690, Moshi, Tanzania (herein referred to as "the LESSOR" which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part,

C.R KAJUNA & COMPANY LIMITED, a limited liability Company duly registered under the laws of Tanzania, of Post Office Box Number 1690, Moshi (hereinafter called "the LESSEE" which expression shall, where the context so admits, include his successors and assigns in title) of the other part.

WHEREAS the LESSOR is a legal owner of a Land Property with Certificate of Title No. 056111/63, located at Plot No. 32 and 51, Farm 125, KDC Street, Kiboliron Ward, Moshi Municipality, within Kilimanjaro Region (hereinafter referred to as "property").

AND WHEREAS the LESSOR is willing to lease the above named property to the LESSEE and LESSEE is desirous and willing to lease from the LESSOR the said property on terms and conditions hereunder stated.

NOW, THEREFORE, in consideration of the following covenants and agreements, the Parties agree as follows:-


1. In pursuance of the said agreement the LESSOR shall lease to the LESSEE and the LESSEE shall take lease of the premises situated on Plot No. 32 & 51, Farm 125, KDC Street, Kiboliron Ward, Moshi Municipality, within Kilimanjaro Region, for business acceptable to the Government of Tanzania at the flat monthly rent of Tanzanian Shillings One Hundred Thousand only (Tshs. 100,000/=) per month.
2. The rent herein reserved for five (5) years and shall be payable every six month (6). In addition to the rent herein above stipulated, the LESSEE undertakes to further pay electricity, water, and any other outgoings payable and dues to the demised premises.
3. The lease agreement hereby entered shall be for a period of Five (5) years renewable at the option of parties and upon such terms as shall be mutually determined by both parties

4. The LESSOR warrants and represent to the LESSEE that he is the sole owner of the Premises herein demised and that he is legally capable and duly authorized to enter into this Lease and perform all the obligations set out herein. The LESSOR further warrants and assures the LESSEE that the LESSEE shall enjoy peaceful possession of the premises without any interference from the LESSOR or any person claiming for, under, or, in trust for him and that he shall keep the LESSEE free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.
5. In the event the LESSOR fails to fulfill any of his obligations under this Lease, and where this specifically provides no other remedy for such failure, the LESSEE is entitled either to terminate this Lease without prior notice, thereby receiving any outstanding unliquidated advances of rental payments, or, at its option, to take any measures which it deems necessary to establish the conditions contemplated by this agreement at the entire expense of the LESSOR. The LESSEE will notify the LESSOR in writing of its intention to take action in accordance with this Article prior to taking such action
6. Either party may terminate this lease agreement by giving three (3) months' written notice after occupation of the premises by the LESSEE, provided that Termination is not permitted within the first year.
7. Any dispute or difference whatsoever which shall at any time hereinafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be referred to one arbitrator whose appointment will be agreed to by the parties hereto, however, in event the matter is not settled by the arbitrator then such dispute or claim may be referred by either party to Court or Tribunal for adjudication and settlement.
8. This Lease Agreement shall be binding on the heirs, assignees and successors in the interest of LESSEE and LESSOR.
9. If this Lease terminates prior to Lessee's receiving full reimbursement, LESSOR shall pay the un-reimbursed balance plus accrued interest to LESSEE on demand.
10. Lessee agrees to accept the property in its current condition and to keep it in a tenantable condition and not to assign this lease, nor to sublet any portion of the property, without first obtaining written permission from LESSOR.

11. LESSEE shall, at reasonable times, give access to LESSOR or its agents for any reasonable and lawful purpose. Except in situations of compelling emergency, LESSOR or its agents shall give the LESSEE at least 24 hours' notice of intention to seek access, the date and time at which access will be sought, and the reason therefore.
12. In the event that the LESSEE fails to pay the rent as stipulated hereinabove the LESSOR shall have the right of demanding vacant possession, without any notice.
13. LESSOR covenants that the LESSEE shall have, hold and enjoy the leased property for the term of this lease, subject to the conditions set forth herein.
14. LESSEE leased from the LESSOR the Plot No. 32 & 51 for transport and logistics business project.
15. Notwithstanding the forgoing, LESSEE shall not use the leased property for the purposes other than the one described in paragraph 14 hereinabove.
16. LESSEE and LESSOR each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the leased property.
17. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
18. This Lease shall be executed in triplicate; one shall be retained by the LESSEE, the second by the LESSOR and one for the Advocate.
19. This agreement shall be construed in accordance with the laws of Tanzania and shall start to have force of law and operate at time when both parties sign this agreement.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have put their respective signatures on this agreement on the day, month and year herein before appearing.

SIGNED and DELIVERED at Moshi by
 the said CUTHBERT ROBERT KAJUNA
 who is known to me personally/identified to
 me by
 the latter known to me personally this 5th
 day July, 2023



 LESSOR

Before me

Name Tumaini Masera

Signature..... [Signature]
Qualification..... Advocate



SIGNED and SEALED for and on behalf of C.R KAJUNA }
& COMPANY LIMITED this 5th July 2023 } Company Seal

Name..... JESSE BWEMERO KAJUNA. Name..... JOHNSON EGBERT KAJUNA

Signature..... [Signature] Signature..... [Signature]

C.R KAJUNA AND COMPANY LIMITED
P.O. BOX 1690 MARIKUYI
TEL: +255 768080922, +255 713416736
+255 787169604, +255 272 755167
TIN No. 151-325-572

Qualification..... DIRECTOR Qualification..... DIRECTOR

Before me

Name..... TUMAINI MATERU
Signature..... [Signature]
Qualification..... Advocate

