

LEASE AGREEMENT

DATED THIS DAY OF 2023

BETWEEN

MARK WILLIAM NJIU

AND

KILIMANJARO MOUNTAIN RESORT LIMITED

DRAWN BY:

Tumwesige Lushakuzi

P. O. Box 79958,

Dar es Salaam

LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE thisday of..... 2003

BETWEEN

MARK WILLIAM NJIU, an adult, Tanzania of P. O. 301, Marangu, Kilimanjaro, Tanzania (hereinafter referred to as "the Landlord") which expression shall where the context so admits include his successors and assignees of the one part

AND

KILIMANJARO MOUNTAIN RESORT LIMITED of P. O. Box 301, Marangu, Kilimanjaro, Tanzania (hereinafter called "the Tenant") which expression shall where the context so admits include its successors and assignees of the other part.

- A. WHEREAS** the Landlord has the lawful and registered interests under Certificate of Occupancy number 17015, L.O No. 192026, L.D. No. MS/LD/113513 (hereinafter referred to as the demised premises) and that the Tenant desires to lease the said demised premises to the Tenant.
- B. WHEREAS** the Tenant has presented itself to the Landlord as having the capacity, desire, and intention and is willing to lease the said demised premises at an agreed consideration and upon the terms and conditions hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. TERM OF TENANCY

The Landlord shall lease to the Tenant the demised premises being from the 7th Day of April 2023 for a period of 10 years (Ten Years) expiring on the 7th Day of April, 2033.

2. RENT, SERVICE CHARGE AND DEPOSIT PAYABLE

- (a) The Tenant shall pay a monthly rent of TZS 1,000/- (**Tanzanian Shillings One thousand Only**) payable **One Year (1)** in advance.

3. THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

The Tenant and its assigns, and to the extent that obligations (save where they are satisfied earlier) shall continue throughout the term of this lease agreement here by created, covenants with the Landlord as follows:

- (a) To permit the Landlord or his agents at all reasonable times during the said term of this lease agreement with or without workmen or others and after serving seven days written notice on the Tenant , to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or in need of repair, to leave notice in writing on the demised premises of such maintenance for which the Tenant is liable under the provisions of paragraph (b) hereof requiring the Tenant to make good the same in a proper manner to the satisfaction of the Landlord within the space of one calendar month next after every such notice shall have been left ad aforesaid.
- (b) Not to make any alteration or additions to the demised premises without first obtaining consent in writing from the Landlord;
- (c) Not to cut maim or injure any of the walls or timber of the demised premises or the said building or suffer or permit the same to be done;
- (d) To use the demised premises for the purpose of an office/private residence

4. THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

- (a) The Tenant having occupied the said demised premises and observing and performing the several covenants on his part shall peacefully hold and enjoy the demised premises without any interruptions form the landlord or his agent;
- (b) Forthwith standing clause 3(b) and 3(c) above, in the event of any fixtures and or fittings being found by the Tenant of be faulty or sub-standard upon entering the

property the Landlord undertakes to make good the deficiencies immediately upon written notice from the Tenant;

- (c) To pay and discharge all rates, taxes assessments, impositions, duties charges and outgoings whatsoever save electricity and/ or telephone charges and other charges directly relating to the term of this lease agreement which are now or may hereafter become imposed or charged upon the demised premises or payable by the Landlord or Tenant in respect thereof. The house should be with no debts for TANESCO, Authorities, Water supplier, etc.
- (d) The Tenant shall not use the premises in a manner leading to public nuisance and/or contrary to the Laws of the Land.

5. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:-

- (a) Except where the Tenant is responsible for the damage sustained, the Landlord will make good the repair within a period of three months **PROVIDED THAT** if the Landlord shall fail or neglect to reinstate the demised premises as aforesaid within a period of three (3) months from the date of such damage or destruction then the Tenant at his own option may terminate this lease agreement forthwith by notice in writing and thereupon this Lease Agreement shall be absolutely determined and the Landlord shall refund to the Tenant any rent recovered in advance for the unexpired period of the Lease.
- (b) If the Tenant shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted, shall not less than three (3) months before expiration of the term hereby granted, have given to the Landlord notice in writing of his such desire and if he shall have reasonably performed and observe the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of such years and at a rent to be mutually determined by the parties hereto.

6. NOTICES:

Any notice under this agreement shall be in writing and shall be sufficiently served or dispatched by registered post to the address of the addressee as stated in the first paragraph of this Lease Agreement.

7. DISPUTES:

All disputes or differences whatsoever which shall at any time hereafter 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 in any way connected with or arising out of or in relation to the subject matter of this lease shall be referred to an arbitrator to be appointed by the Landlord and accepted by both parties hereto in accordance with a subject to the provisions of the Arbitration Act (No. 2 of 2020) or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties hereto have duly executed those present in the manner and on the days and year hereinafter mentioned.

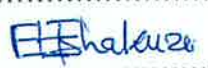
SIGNED AND DELIVERD by the
said **MARK WILLIAM NJIU**
who is ~~known to me personally~~/identified to me by
..... **JAMES MARK NJIU**

The latter being known to me personally
this^{7th} day of **April** 2023


.....
LANDLORD

BEFORE ME:

Name: **TUMWESIGE EVANS LUSHAKUZI**

Signature: 

Postal Address: **P. O. BOX 79958, DAR ES SALAAM**

Qualification: **COMMISSIONER FOR OATHS**



SEALED with the COMMON SEALED

of the said KILIMANJARO MOUNTAIN RESORT LIMITED

in our presence this 7th day of April 2023



Name: ELIZABETH MARK NJIY

Signature: *E. Njiy*

Postal Address: 301 MARANGU

Qualification: DIRECTOR

Name: JAMES MARK NJIY

Signature: *J. Njiy*

Postal Address: 301 MARANGU

Qualification: DIRECTOR

BEFORE ME:

Name: TUMWESIGE EVANS LUSHAKUZI

Signature: *T. Lushakuze*

Postal Address: P. O. BOX 79958, DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS

