

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. 50
Farm 125, KDC Street, Kiboriloni Ward, Moshi Municipality.

DRAWN BY:-

Tumaini Materu, Advocate,
Uru Attorneys,
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2nd Floor, Room No. 16 E,
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THIS LEASE AGREEMENT made at Moshi this 2nd day of January 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. 50, Farm 125, KDC Street, Kiboriloni 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. 50** , Farm 125, KDC Street, Kiboriloni 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

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 tenable 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. 31 for Agro-forestry and Beekeeping project, and Plot No. 50 for Sawmilling, Timber Season and bending 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 2nd
day January, 2023


.....
LESSOR

Before me

Name TUMAINI MATIRI
Signature [Signature]
Qualification Advocate



SIGNED and SEALED for and on behalf of C.R KAJUNA
& COMPANY LIMITED this 2nd January 2023

Company Seal

Name..... JESSE BWEEMERO KAJUNA

Name..... JOHNSON EGBERI KAJUNA

Signature [Signature]

Signature:..... [Signature]

Qualification DIRECTOR

Qualification:..... DIRECTOR

Before me

Name TUMAINI MATIRI
Signature [Signature]
Qualification Advocate

