

BARNABAS CSOSY KIJIKA

(LESSOR)

AND

PEAKPARK INDUSTRY LIMITED

(LESSEE)

**RELATING TO THE LEASE OF THE LAND SITUATED AT PLOT NUMBER
WAAMUZI STREET, MSUFINI, KIBAHA**

**DRAWN BY:
AYMAK ATTORNEYS
PLOT NO. 1931/5, HOUSE NO. 51
CHOLE ROAD – MASAKI,
DAR ES SALAAM**

THIS LEASE is made this.....15th..... Day of November 2024

BETWEEN

BARNABAS CSOSY KIJIKA a private person of P.O. Box, 46414 Dar es salaam, Tanzania (hereinafter called "the Lessor" which expression shall, where the context so admits include her assigns and successors in title) of the one part.

AND

PEAKPARK INDUSTRY LIMITED, a limited liability company of P.O. Box 105033 Dar es Salaam Tanzania (hereinafter called "the lessee" which expression shall, where the context so admits, include its assigns and successors in title) of the other part.

WHEREAS the Lessor is the owner of the land situated on Plot Number, Waamuzi Street, neighboring with Water Tower and Waamuzi Secondary School, Msufini, Kibaha, Pwani.

WHEREAS, the Lessor is desirous of leasing to the Lessee and the Lessee has agreed to lease from the Lessor the aforementioned lands of Five (5) Acres (hereinafter collectively referred to as "the LAND").

AND WHEREAS the Lease, develop and occupy the land to be developed on the aforementioned piece of land in accordance with the drawings and plans to be approved by the relevant authorities;

AND WHEREAS the Lessee is desirous of leasing the said Land for the tenure of five years (5) from the date of signing this agreement as well as the handover of the LAND to the Lessee by Lessor (herein after referred to as "the Lease Term"); on the terms and conditions herein below;

NOW THEREFORE, BOTH PARTIES AGREE AS HERINUNDER

1. GRANT OF THE LEASE

The LESSOR herein accepts to lease the property situated on Plot Number , Waamuzi street, Msufini Ward, Kibaha, Pwani.

2. TOTAL RENT PAYABLE FOR THE LEASE OF THE PROPERTY

2.1 In consideration of the Lessor leasing to the lessee the Land for purposes of developing and occupying the same for a period of 5 years, the Lease herby

irrevocably agrees and the Lessor irrevocably accepts to be paid at a monthly rate of TZS. 600,000/=

- 2.2 The Lessee shall pay to the Lessor the rent for the entire year in each continuous year of the tenancy.
- 2.3 The Lessor shall have the power to revise the rent after the period of 5 years from the date of signing this agreement provided that the rent review shall be conducted jointly by both parties.
- 2.4 The Lessee shall have right to purchase the land in priority at price of the current market value after the period of five years as for the Lessee has developed the land in building, furnishes and after register the land under ministry of Land

3. TERM OF THE LEASE

The term of this Agreement is for a period of five (5) from the date of signing this agreement as well as the handover of the LAND to the Lessee by the Lessor.

4. HAND OVER OF THE PROPERTY

- 4.1 The Lessor irrevocably covenants to the Lessee that upon the payment of ANNUAL rent as stated under clause 2.2 herein, the Lessee shall handover the property to the lessee for purposes of development in line with the terms stated in this Lease Agreement.
- 4.2 That after the expiry of the lease term as stated herein, the Lessee shall purchase all land and, on its property, including all the developments thereon accumulated during renting period.

5. EXCLUSIVE RIGHT TO OCCUPY AND DEVELOP THE PROPERTY

- 5.1 That upon the execution of this agreement and the fulfillment of the conditions as stipulated in clause 2 herein the Lessor irrevocably undertakes to grant unrestricted access and use of the property to the Lessee for the entire lease term.
- 5.2 That before handling of the property, the Lessee shall with its own expense undertake to construct a boundary wall around the leased property in accordance with the approved drawings and permits

- 5.3 That for avoidance of doubt, the Lessee shall have the powers to construct, and develop buildings which shall include but not limited to a Godown, Showroom and Staff Houses on the property and such construction shall be on the Lessee's own costs. The Lessee shall however ensure before any construction is undertaken to apply for all the relevant permits.
- 5.4 The Lessee shall have the right to occupy, lease or sublease the developed and to collect all the rent and a service charge that shall be paid by the tenants who will be occupying the said buildings/hoses.

6. PAYMENT OF TAXES

It is further agreed by both parties that all taxes that shall be associated with this lease, subsequent subleases between the lessee and other tenants as well as any other taxes to be assessed with respect to the occupation, use and development of the property shall be solely paid for by the Lessee.

7. TERMINATION OF THE AGREEMENT

- 7.1 This agreement shall not be terminated by any of the parties except for a fundamental breach of any of the conditions stipulated herein.
- 7.2 It is further agreed by both parties that in the event the Lessor for any reason terminates this agreement (except for failure to pay the total rent as stipulated above or a breach of a condition as stipulated under this Lease Agreement, the Lessor herein irrevocably undertakes to refund the total rent amount that would have been paid by the Lessee including the expenses, costs that the Lessee would have paid or incurred in connection with the preparation of this agreement.
- 7.3 It is further agreed by both parties that in addition to the refund stipulated in clause 7.2 above, the Lessor hereby undertakes to compensate the Lessee the value of buildings that would have been developed on the land at the time of terminating the agreement.
- 7.4 That in the event the Lessee terminates the agreement for any other reason except for those stipulated herein, the lessee shall within a period of three (3) months reimburse the Lessor the total value of the demolished house as well as

hand over the property to the lessor within a period of not more than three (3) months from the date of termination of the agreement.

8. NOTICES

Whenever under this Agreement provision is made for notice of any kind, such notice shall be in writing and sent to the registered address of such party

9. REGISTRATION OF THE LEASE

- 9.1 Both parties herein agree that the Lessee shall immediately after the signing of this agreement and the payment of the rent for the first year of the lease, ensure that this lease agreement is duly submitted to the Registrar of Titles for registration in accordance with the Land Registration Act.

10. VARIATION

No variation of any terms and conditions of this Lease Agreement inconsistent therewith shall be of any force or effect unless the same is recorded in writing and signed by the parties to this Memorandum of Understanding

11. DISPUTE RESOLUTION

- 11.1 All disputes and questions whatsoever, which shall arise between the parties hereto touching this lease or the construction or application thereof or any clause or thing therein contained or to the rights or liabilities of any party under this lease shall be settled mutually by both parties and in the party shall have the right to refer the same to a court with the competent jurisdiction within the United Republic of Tanzania.

11.2 Unenforceability

Unenforceability of any provision in this Agreement shall not affect or impair the validity of any other provision/clause of this Agreement.

12. GOVERNMENT LAW

The laws of the United Republic of Tanzania shall govern the validity, performance and enforcement of this Agreement.

IN WITNESS WHEREOF the parties have hereunder put their hands and signed the date and year first above stated.

BARNABAS CSOSY KIJIKA

And DELIVERED at Dar es Salaam
In the presence of us thisday of2024

LESSOR

Full Name BARNABAS CSOSY KIJIKA

Signature [Handwritten Signature]

Postal Address 46414

Designation HRM

Full Name

Signature

Postal Address

Designation:

Lawyer's Name: DANIEL BUSHELE JOHN

Rank Advocate

Seal

[Handwritten Signature]



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PEAKPARK INDUSTRY LIMITED

And DELIVERED at Dar es Salaam

LESSEE

In the presence of us this ... 15th ... day of ... NOV ... 2024

Full name..... YUDONG HUANG

Signature..... *[Handwritten Signature]*

Postal Address.....

Designation Director



Full name.....

Signature.....

Postal Address.....

Designation

Lawyer's Name: DANIEL RUSHELE PATR

Rank: Advocate Seal

Date: *[Handwritten Signature]*



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