

Lease No (R).....
Region Code UPA.....
Title No.....

COMMERCIAL LEASE

BETWEEN

THE NATIONAL HOUSING CORPORATION

(LESSOR)

AND

DELTA PRODUCTION AND COMMERCIAL LIMITED

(LESSEE)

NATIONAL HOUSING CORPORATION
BUILDING OUR NATION

LEASE OF COMMERCIAL APARTMENT NO: 172
LOCATED ON PLOT NO. 2203-5 BLOCK 32 STREET PAMBIA/SOKOINE
REGION UPANGA

THE LAND ACT (No. 4, 1999)
THE LAND REGISTRATION ACT (CAP. 334)

LEASE

THIS LEASE is made the 16th day of AUGUST, 20 24

Between

NATIONAL HOUSING CORPORATION, a statutory corporation established by virtue of the National Housing Corporation Act No. 2 of 1990, whose Head Office is situated on Plot No. 47, Medeli West, for the purposes hereof of P. O Box 2422, Dodoma (hereinafter referred to as the "Lessor," which expression shall, where the context so admits, include its successor(s) and assign(s)),

And

DELTA PRODUCTION AND COMMERCIA LTD of P.O. Box 11349 DSM whose registered office is situate on PAMBA/SOKOINE, Street, (Hereinafter to be referred to as the "Lessee", which expression shall, where the context so admits, include its personal representative(s) heir(s) and permitted assign(s)).

WHEREAS, the Lessor is the registered proprietor of the demised premises and desires to lease the Premises to the Lessee and Lessee desires to take the said Premises from the Lessor for the term, at the agreed rental amount and upon the provisions set forth herein.

NOW IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained in schedule one - **Terms and Conditions** - attached hereto, **THIS LEASE WITNESSETH** as follows:-

1. Physical Residential Address of the Lessee

The Lessee hereby declares/warrants that he is residing at House No _____ situated on Plot No. 2203-S/1 Block 2 Street PAMBA/SOKOINE ILALA Municipality/Region. 16 AUG 2024

2. Lettable Area & Measurement

The Lessor hereby demises unto the Lessee all that area measuring 4 square metres on the FIRST floor of the building (hereinafter referred to as the "Demised Premises") in the building situate on Plot No. 2203-S/1 PAMBA/SOKOINE Street, ILALA Municipality/Region (the said building together with the plot where it is situated shall hereinafter be called the "Property").

3. Rent per Square Meter

Rent payable per square meter is Tanzanian shillings/United States Dollars 15,300/= and any other charges, expenses and fees which the Lessor may from time to time incur in connection with or in procuring the remedying of any breach by the Lessee of any of the covenants on the part of the Lessee contained in this Lease.

4. Total Rent Payable per Month

The total amount payable per month is Tanzanian Shillings/United States Dollars 214,200/= (TZS/USD 252,756/=) VAT inclusive (the "Rent").

5. Service Charge

The Lessee shall also pay to the Lessor a service charge of Tanzanian Shillings/United States Dollars NIL (TZS/USD NIL) per square meter. The total monthly service charge for the Lettable Areas shall be Tanzanian Shillings/ United States Dollars NIL (TZS/USD NIL) VAT inclusive payable as per the agreed mode of payment pursuant to Clause 7 below.

6. Rent and Service Charge Review

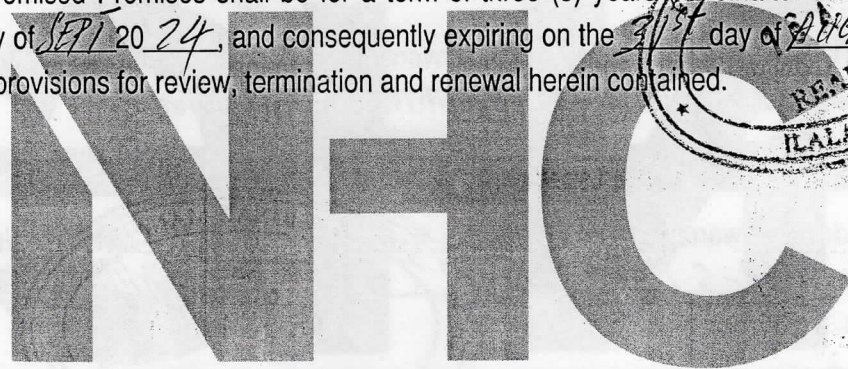
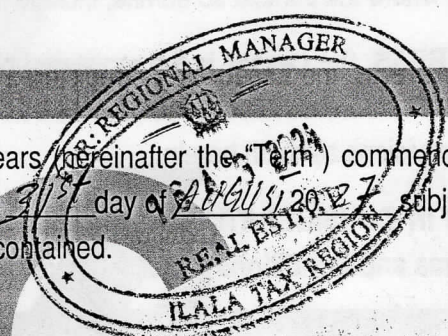
The above Rent is subject to review at the Lessor's sole discretion but in line with market conditions. The Service Charge will be reviewed depending on the actual costs incurred in the provision of the services in respect of the Demised Premises.

7. Mode of Payment

Unless advised otherwise in writing, Rent and Service Charge shall be payable in advance on the first week of each and every succeeding month/year/quarter during the term of this Lease Agreement through a payment modality to be determined by the Lessor.

8. Lease Tenure

The Lease for the Demised Premises shall be for a term of three (3) years (hereinafter the "Term") commencing from the 1st day of SEPT 20 24, and consequently expiring on the 31st day of SEPT 20 27 subject, nevertheless, to the provisions for review, termination and renewal herein contained.



T/N:
COPY: 1500/= 16/8/2024

NATIONAL HOUSING CORPORATION
BUILDING OUR NATION

STAMP DUTY

Shs: 1500/= Collected
Receipt No: 9984117856110 Date: 16/8/2024
[Signature]
Regional Manager - Hala Tax Region

6.0 NOTICES

Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, e-mail, telefax addressed to the party concerned at its address as given herein below or if delivered by hand and receipted for by the party to whom the said notice or other communication shall have been directed;

In the case of the Lessor:-

P.O. Box _____

Tel: _____

Email: _____

In the case of Lessee

DELTA PRODUCTION AND COMMERCIAL LIMITED

P.O. Box 11349, DAR ES-SALAAM

Tel: 0746 000097

Email: Δ deltatanza@gmail.com

7.0 RENEWAL/TERMINATION CLAUSE

7.1 Break Clause

The Lease shall be terminated by either party following the revelation that any of the warrants granted by the other party to this Lease Agreement are false or have seized to be true.

7.1.1 Either party shall be at liberty to terminate this Lease upon giving 90 (Ninety) days' notice in writing.

7.2 Termination/Renewal

This Lease agreement shall terminate on the expiry of the Lease term herein reserved. Provided that the Lessee gives three (3) months written notice prior to the Lease agreement expiry of his intention to renew, and the Lessor is willing to renew the Lease to the Lessee, the Lease will be renewed for a further period subject to agreement of terms and conditions between the parties.

7.3 "Force Majeure" Termination

7.3.1 Whenever the Demised Premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness

or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no Rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

7.3.2 Should the Lessee elect to remain in the Demised Premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to a proportionate reduction of Rent from the day of such partial destruction until the said restoration is completed. The term shall be automatically extended for such period of time as may be necessary to offset any period for which the Rent has been suspended under the foregoing provisions.

8.0 GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of Tanzania.



NHC

NATIONAL HOUSING CORPORATION
BUILDING OUR NATION

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.

LESSOR

STAMPED / SEALED with the OFFICIAL STAMP / SEAL of the said NATIONAL HOUSING CORPORATION and DELIVERED in our presence this day of, 20.....

Full Name: REPSON Y ZABRON
Signature: [Signature]
Address: 9634, DSEM
Designation: REGIONAL MANAGER

REGIONAL MANAGER
NATIONAL HOUSING CORPORATION
P. O. Box 9634
UPANGA
DAR-ES-SALAAM

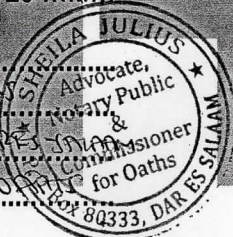
STAMP / SEAL

Full Name: THOMAS MSA MBENYA
Signature: [Signature]
Address: 9634, DSEM
Designation: ESTATE OFFICER

LESSEE

SIGNED and DELIVERED by DELTA PRODUCTION AND COMMERCIAL LTD who is known to me personally/identified by ALLY ARTHMAN SEKIZIO the latter being known to me personally in my presence this 16th day of August, 2024.

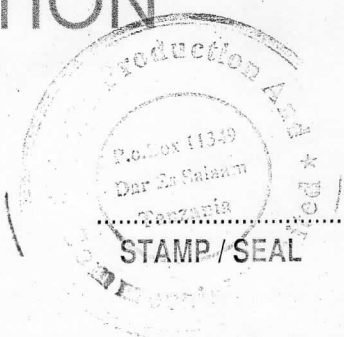
Witness Signature: [Signature]
Witness Name: SHEILA JULIUS
Address: P.O. Box 80333, DAR ES SALAAM
Qualification: Commissioner for Oaths



LESSEE

OR SEALED / STAMPED with the COMMON SEAL / STAMP of the said DELTA PRODUCTION AND COMMERCIAL LTD. and DELIVERED in the presence of us;

FULL NAME: ADEM MUHAMMAD MOHAMED
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 11349, DAR ES SALAAM
QUALIFICATION: DIRECTOR



STAMP / SEAL

FULL NAME: MOHAMED ALLY
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 11349, DAR ES SALAAM
QUALIFICATION: DIRECTOR