

**AGREEMENT FOR LEASE, BUILD, OPERATE AND
TRANSFER**

FOR

JOHN SAMWEL MALECELA

(OCCUPIER OF PLOT NO. 926 MBEZI KAWE, KINONDONI MUNICIPALITY,
DAR ES SALAAM)

AND

KAWE SHOPS LIMITED

DRAWN BY

**NA & PARTNERS (ADVOCATES)
1ST FLOOR TULYAR HOUSE
OCEAN ROAD / SEA VIEW
P.O BOX 13336
DAR ES SALAAM
email: mfinanga74@gmail.com**

&

**HILTON ATTORNEYS
OFF ALI HASSAN MWINYI ROAD
PLOT NO. G6 CHABURUMA STREET
P.O BOX 105069
DAR ES SALAAM
info@hiltonattorneys.co.tz**

LESSOR'S SIGN.....

John Samwel Malecela

LESSEE'S

[Signature]

AGREEMENT FOR LEASE, BUILD, OPERATE AND TRANSFER

THIS AGREEMENT is made this 2nd of September 2022

BETWEEN

JOHN SAMWEL MALECELA of P.O. Box 7610 Dar es Salaam, Tanzania (hereinafter called "the Lessor" which expression shall, where the context so admits include the Persons in whom the term hereby granted is from time to time vested whether by assignment, devolution in law or otherwise) of one part.

AND

KAWE SHOPS LIMITED, a Limited company duly registered in the United Republic of Tanzania with its registration number of **152534604** and office at Dar es Salaam and of Post Office Box Number 13174 Dar es Salaam (hereinafter called "the Lessee" which expression shall where the context so admits, include its successors and assigns of the other part

WHEREAS:

The Lessor is a registered occupier of **ALL THAT** piece of land (6227 sqm) located on Plot No. 926 MBEZI KAWA, KINONDONI MUNICIPALITY, DAR ES SALAAM and described in Part I of the First Schedule hereto (hereinafter referred to as "the Property").

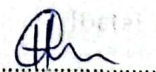
AND WHEREAS:

The Lessor is desirous of leasing part of his premises described under part 1 (a) to the Lessee for a period of ten years.

LESSOR'S SIGN.....



LESSEE'S



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AND WHEREAS:

The Lessee is willing to lease from the Lessor the premises and is ready to build and manage commercial houses on the premises on lease, build, manage and transfer mode under the conditions stipulated herein from the Lessor for a term of 10 years with an option to renew upon agreement with the lessor.

1. **NOW THEREFORE IT IS HEREBY AGREED AND DECLARED** by and between the Parties hereto as follows:

- a. In consideration of the agreed rent of USD 2000 per month inclusive withholding tax and of the covenants and conditions herein, the LESSOR hereby leases unto the LESSEE all the piece and parcel of land comprised of 6227 Sqm situated at PLOT No. 926 MBEZI KAWA, KINONDONI MUNICIPALITY, DAR ES SALAAM, marked in red boundaries in the schedule attached herewith marked **schedule 2** (hereinafter called the leased PREMISES)

2. **DURATION OF THE LEASE**

Subject to the terms and conditions contained in this lease agreement, this Lease agreement has a life span (hereinafter referred to as the said Lease term) of ten years commencing on 100 days after signing the agreement.

3. **RENT AND MODE OF PAYMENT OF RENT**

The Parties herein agrees as follows:

- a. The rent of the Lease shall be USD 2000 per month including withholding tax to be paid in Tanzania Shillings equivalent to the prevailing USD currency.
- b. The withholding tax will be deducted from the rent and the land lord will be furnished with payment slip.
- c. The said rent shall be paid by depositing in the Lessor / Landlord account in the name of

JOHN SAMWEL MALECELA


CRDB DODOMA

ACCOUNT NUMBER 0181780000

LESSOR'S SIGN.....



LESSEE'S

 [Date]

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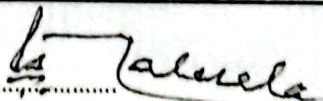
- d. Payment of rent shall be made at the beginning of every six months cumulatively commencing on 2ND Day of September 2022.

4. COVENANTS TO BE OBSERVED BY THE PARTIES


The Parties hereby covenants as follows:

- a) The Lessee shall take all steps to comply with any conditions made precedent by the relevant local municipal or other authority for the granting of approval.
- b) Upon obtaining the necessary approvals of the said municipal, local or other authority, the Lessee shall inform the said Lessor of the same and hand over a set of the approved drawings to the Lessor.
- c) In any event, the Lessee undertakes and agrees to construct and complete the said construction for his business in six calendar months from the date of successfully change of land use.
- d) The Lessee shall ensure that construction of the structures is done in accordance with the approved plans, elevations sections and specifications as amended and agreed to from time to time, and to ensure that proper provision is made for the laying of drains for the discharge of rain and waste water and pipes cables and conduits for the supply of gas, water or electricity and any apparatus necessary or convenient for such supply to the structures or houses.
- e) The Lessor shall not sell or mortgage the land during the agreement.
- f) The Lessor allows the Lessee to demolish the structures in the demised area inside the premises (shed and two-bedroom house)
- g) The lessor accepts grace period of 100 days for arrangements, building permit and change of land use.
- h) The lessor will use the northern side villa and the land for his residency and the lessor cannot lease to anyone else without confirmation / approval of KAWE SHOPS LIMITED,

LESSOR'S SIGN.....



LESSEE'S



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- i. The Lessee on behalf of the Lessor shall pay, discharge, and continue to do so all existing land rents and service charges and other central government and local government taxes, assessment and dues payable in respect of the premises.
 - j. Where the need arises, the Lessor may assist the Lessee to obtain building permit from the planning authority.
 - k. The Lessee on behalf of the Lessor shall take all necessary and or reasonable steps to obtain the Commissioner for Land's consent to this agreement and the lessor may provide assistance on needed documents in his possession by the government.
 - l. The Lessee on behalf of the Lessor shall apply for the change of use of the premises to suit Lessee's commercial purposes.
 - m. The Lessee shall have the benefit of a sub-Leasing the Property without being interfered by the Lessor.
 - n. The lessor or representative shall not interfere with the lessee during leasing period unless they have not been paid on time.
5. This lease agreement is subject to the obtaining of the consent of the commissioner for lands, and that if such consent is not granted and obtained within a period of six months after the date of signing this lease agreement, then this agreement shall lapse and be of no further force or effect and neither shall have any claim against the other.
 6. This agreement is subject to obtaining all the necessary approvals by the relevant authorities for the change of use class of the premises to commercial houses and that if this is not sought and obtained within a period of six months after the day of signing this lease agreement then this agreement shall lapse and be of no further force or effect and neither party shall have any claims against the other.
 7. If the construction and works shall have been completely completed to the satisfaction of the Architect (to be evidenced by his certificate in writing to that effect) at the expiration of the said period of six months, and the Lessee shall have performed and observed all the stipulations herein contained on their Part, then the Lessor shall grant his approval and the Lessee shall commence management of the said premises up to the end of 10 years commencing 100 days from the date of signing this agreement.

LESSOR'S SIGN.....

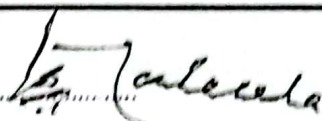


LESSEE'S (Date) 

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8. The Lessee shall pay and keep the lessor indemnified against all claims for the fees charges ,fines , penalties and other payments whatsoever which during the progress of the works may become payable to or demanded by any such authority or statutory undertaker or to or by the government of the United Republic of Tanzania or emanation of the said government in respect of the said works or anything under the authority herein generally and from time to time discharge and pay all claims , assessments and outgoings now or at any time hereinafter chargeable against an owner or occupier by statute or otherwise in regard to the said premises or buildings thereon.
9. The Lessee shall as soon as the construction of the said buildings is complete to the satisfaction of the Lessor herein, insure the same in the name of the same Lessee against loss or damage by fire with an insurance insurer to be approved by the Lessor in a sum amounting to full replacement value thereof. The Lessee shall keep the same insurance valid throughout the lease period and to make all payments necessary for the above purposes when the same shall become payable and to produce to the Lessor or her agent on demand confirmation of such insurance and payment receipts thereof.
10. If the Lessee shall fail to comply with any of the conditions hereof or the condition relating to the completion of this Agreement the Lessor may give to the Lessee at least Twenty-one (21) days' notice in writing specifying the default and requiring the Lessee to remedy the same before the expiration of such notice AND if the Lessee shall not comply with the said notice the Lessor shall at its sole option be entitled to take all legal steps as may be necessary against the Lessee to recover all sums due and unpaid by the Lessee under the terms hereof and including but not limited to specific performance of this Agreement.
11. If the lessor terminates the contract for any reason apart from not paid on time and or Lessee's failure to comply with the contractual terms stipulated in this agreement then the Lessor should refund all investment cost and reimburse expected future incomes to the lessee.

LESSOR'S SIGN.....

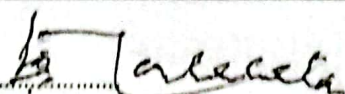


LESSEE'S



12. The Lessee shall pay all charges in respect of electricity, water and sanitation bills, telephones, gas, security services etc. supplied to the said demised Premises and will enter into all necessary agreements for that purpose with various supplier as shall from time to time be charged by the relevant government Authorities.
13. With the consent of the Lessor, the Lessee can build or alter the said premises provided that no consent shall be required for renovation.
14. The Lessee is entitled and free to sublease the said premises in part or whole to other individuals without being interfered by the Lessor, provided the activities to be carried in the premises do not in any manner contravene the laws and regulations of the land and contents of the contract and / or the laws of the United Republic of Tanzania.
15. The Lessee shall comply with all by laws, rules and regulations of Government of the United Republic of Tanzania or local authority affecting the business of the Lessee and to obtain or cause to be obtained all requisite approvals in the name of the Lessee or a legal entity owned by them including all licenses and authorization to carry on business at the premises in accordance with prevailing laws and regulations of Tanzania and to pay any charges and or fee levied by the City Council and or Local Authority in connection with any signboard, hoarding advertisement, erected on the demised premises by the Lessee.
16. That the Lessee shall ensure that at the end of the lease period, building(s) shall be vacant in good condition, functional and free from all incumbencies, unpaid utility bills of DAWASCO, TANESCO and the like.
17. The Lessee shall maintain the demised premises for the intended commercial purpose only according to Tanzania laws, and not to use or suffer or permit the same to be used for any unlawfully or immoral purpose or any activities not stipulated in the agreement.
18. That at the end of the lease agreement, the Lessee shall freely without any claim whatsoever to the Lessor, hand over the premises and all buildings and structures thereupon to the Lessor who upon new lease agreement may allow the Lessee to renew his ending tenancy.

LESSOR'S SIGN.....



LESSEE'S



19. 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 referred to the competent courts with Jurisdiction in the United Republic of Tanzania.

20. Notices made hereunder shall be in writing made by hand delivery to the following addresses or such other address as may be notified from time to time: -

- (a) The Lessor: P.O BOX 7610 Dar es Salaam
- (b) The Lessee: P. O BOX 13174 Plot 471 Masaki F-Twelve Building, Dar es Salaam

IN WITNESS whereof this Agreement has been duly executed by the parties hereto the day and year stated hereinbefore written.

DELIVERED in the presence of us this day of, 2022

SIGNED and DELIVERED at

this 2nd day of September 2022

By the said
of JOHN SAMWEL MALECELA) Who is known to me
personally / identified to
me by Harris A. Mfinge


LESSOR

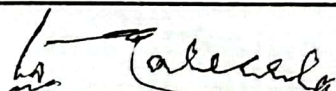
The latter being known to me, in my presence

BEFORE ME,

Name... Grayson Larzer
Designation... Commissioner for
Signature... [Signature]
Date... 02/09/2022
Place... Dar-es-Salaam



LESSOR'S SIGN



LESSEE'S



SEALED WITH THE COMMON SEAL OF KAWE SHOPS LIMITED

WITNESSES TO THE SEAL

Name HALOD GABRIEL MUXONDWA

Signature *[Handwritten Signature]*

Address P.O. BOX 705

LESSEE

Date 03-09-2022

Designation DIRECTOR

WITNESSED BY

Name Susan Tanya Nelina

Designation Advocate

Signature *[Handwritten Signature]*

Date 03 September 2022

Place Dar Es Salaam



LESSOR'S SIGN *[Handwritten Signature]*

LESSEE'S *[Handwritten Signature]*