

LEASE AGREEMENT

BETWEEN

**RICHARD ELIPHAS TEMBA
(LANDLORD)**

AND

**NOMADS REST LODGE
(TENANT)**

LEASE AGREEMENT

THIS LEASE Agreement is made this ^{21st} day ^{July} of the year 2023.

Between

RICHARD ELIPHAS TEMBA of Arusha, Mobile No. 0789 555 662 (hereafter called "Landlord") of the one part.

And

NOMADS REST LODGE of Arusha, (hereafter called the "Tenant") of the other part:

- A. **WHEREAS** the landlord is the owner of the land situated at **Rhotia Ward** in **Karatu District**, in the Region of Arusha, measuring 3 acres hereinafter called "*the demised land*".
- B. **WHEREAS** the **LANDLORD** is desirous of leasing the said land and the **TENANT** **Doth** hereby agree to lease the same land as offered for the purpose of building lodges/hotels/restaurants.

WITNESSETH as follows:

1. That, the **Landlord** hereby demises unto the **Tenant** the land measured 3 acres located at Rhotia Ward, in Karatu District within the Region of Arusha ("hereafter called the **demised land**") To hold the same for a fixed period of thirty (30) years from the date of this Agreement, pay the yearly rent of **Tanzania Shillings Twelve Million (Tzs.12,000,000/=)** per year which shall be paid in a lump sum for a period of one year (1) commencing on May 2023 to May 2053 and after first-year payment, the next payment should be paid in a lump sum for the period of three years (3).
2. The **Tenant** COVENANTS with the **Landlord** as follows:
 - (a) To pay the one (1) year rent in lump sum as the full payment of rent on the first day of the signing of the agreement.
 - (b) The terms and conditions of this contract may change upon renewal.
 - (c) Not to assign, sub-let, or part with the possession of all or any part of the demised premises without a written request by the **Tenant** and for it, written consent of the **Landlord**.
 - (d) Not do or permit or suffer to be done upon the demised premises anything which may be or become a breach of any of the conditions of the Rights of Occupancy over the demised land or contravention of any laws.
 - (e) To pay and discharge all existing land rent taxed and assessments payable in respect of the demised land.
 - (f) To pay and discharge Electricity and water bills incurred during Tenancy.

- (g) At the expiry of the tenancy to hand over the demised land and premises in tenantable repair including painting and to hand over all keys to the **Landlord**.
 - (h) To use the said Lease land for lawful commercial purposes only.
 - (i) To maintain the Lease land in a clean and hygienic condition. The Lessee shall not store or permit the storage of any full or hazardous, volatile and/or dangerous store or permit the storage of any fuel or hazardous, volatile and/or dangerous chemicals, explosives, acids, or any other material, which may constitute a danger to the Lease Premises and/or adjacent premises.
 - (j) Tenant shall not engage in any act intended to facilitate illegal activity including Drug related illegal activity, on or nearby said premises.
3. The **Landlord** CONVENANTS with the **Tenant** as follows:
- (a) That the **Tenant** performing the obligations pertinent to him as stated herein shall peacefully and quietly hold and enjoy the possession of the demised land without any interruptions by the landlord.
 - (b) The **Landlord** and **Tenant** may, at the expiration of the term of this Agreement, agree to take another lease for a further term at the same rent or a reviewed rent, the duration of which will be determined by the two parties hereto.
 - (c) That, at the end of the contract, the **Tenant** should surrender the land together with all premises/buildings to the **landlord** without any condition.
 - (d) Either party may terminate this Agreement by giving one (1) year notice of intention to do so.
4. This lease agreement may be amended or modified by an agreement, at any time upon *mutual consent by both parties* by issuing a 30 days notice to either party.
5. Any dispute arising from or in connection with the Lease Agreement shall be settled amicably between the parties, failing which the aggrieved party may take legal action to the Court of Competent Jurisdiction in the United Republic of Tanzania.

IN WITNESS whereof, the **Landlord** and **Tenant** have duly executed these presents in the manner and on the date hereafter appearing.

SIGNED and DELIVERED by
RICHARD ELPHAS TEMBA
 who is known to me personally/
 identified to me RICHARD ELPHAS TEMBA
 the latter being known to me
 personally in my presence this
08th day of JULY 2023.

[Signature]
 LANDLORD

BEFORE ME:

Name: CHRISTOPHER MKWDO
 Signature: [Signature]
 Qualification: ADVOCATE



SEALED and DELIVERED with the COMMON SEAL
of the said NOMADS REST LODGE
in the presence of us this 08 day of July, 2023.



FOR AND ON BEHALF OF NOMADS REST LODGE:

Name: SEBASTIAN TIRTURAU
Signature: [Signature]
Mobile No: +1(604) 454-8898
Qualification: Managing Director

BEFORE ME:

Name: CHRISTOPHER MKODO
Signature: [Signature]
Qualification: ADVOCATE



WITNESSES FOR THE LANDLORD:

1. CLARA HUSSEIN WAREE (0754753644) Signature: [Signature]
2. ALLAN RICHARD TEMBA (0766645552) Signature: [Signature]

WITNESSES FOR THE TENANT:

1. Signature:.....
2. Signature:.....

LOCAL GOVERNMENT WITNESSES:

1. Name:
Signature:
Qualification: WARD EXECUTIVE OFFICER

2. Name: ISRAEL DAVIA
Signature: [Signature]
Qualification: VILLAGE CHAIRMAN

