

LEASE AGREEMENT

This LEASE is made this day of2024

BETWEEN

THOMAS JUSTINE UIISO of P.O. Box 31778 Dar es Salaam, (hereinafter referred to as "**LESSOR**" which expression and when the contexts so admits shall include its Legal Representatives, agents, Assigns, and Successors in Tittle) of the other part.

AND

JC 2021 LIMITED of Dar es Salaam. a body corporate incorporated under the laws of Tanzania to wit, the Companies Act (CAP 212 R.E 2002).(hereinafter referred to as "**LESSEE**" which expression and when the context so admitsshall include its legal representatives, agents, assigns and Successors in Tittle) of the other.

RECITALS

- A. That the LESSOR is the owner of landed property and improvements commonly known, numbered and legally described as **plot number 32, Vikawe Bagamoyo District, Cost Region.** (hereinafter shall be referred to as "**PROPERTY**")
- B. That discussions and negotiations have taken place between the LESSOR and LESSEE for the leasing of the demised property and essential terms and conditions in this regard have been concluded, which the parties are recording hereunder.
- C. That pursuant to discussions and negotiations, the LESSOR has agreed to lease to the LESSEE, and the LESSEE has agreed to lease from the LESSOR the demised property on the rental consideration stated hereinafter and upon the covenants, conditions and provisions herein set forth.



NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto by virtue of this instruments agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this lease, unless the content shall otherwise require:

"Party" shall mean either LESSOR or LESSEE, as the case may be, and **"Parties"** shall mean both LESSOR and LESSEE. **"Third party"** means any party other than LESSOR and LESSEE.

2. LEASE TERM

The LESSOR hereby leases the property to the LESSEE, and the LESSEE hereby leases the same from LESSOR for a period of **Ten years (10)** beginning on 1st September 2024 with an option to renew on mutual agreement by both parties as to the duration and rent payable.

3. RENT

Rental fee shall be **Tanzania Shillings Twelve Million only (TZS 12,000,000/=)** per annum.

4. COVENANTS

For LESSEE:

- 4.1 To observe all terms and conditions of the certificate of occupancy as if the said terms and conditions were set out in this lease agreement.
- 4.2 The LESSEE shall be responsible for the security of the leased premises during the leased period.
- 4.3 Not to assign, sublet or part with possession of the premises or any part thereof without the written consent of the LESSOR duly signed by the LESSOR's agent or any other person duly authorized to sign.
- 4.4 To permit the LESSOR and its agents or servants at all reasonable time of the day after reasonable notice to enter upon and view the condition of the

premises, and the LESSOR shall be entitled to give notice in writing to the LESSEE of any defects and want of reparation which the LESSEE shall be liable to make good under the covenant herein contained.

- 4.5 Not, without the prior consent in writing of the LESSOR, to erect or cause to be erected on the premises any addition thereto, nor demolish, modify, cut, or injure any part thereof.
- 4.6 To maintain the environment and keep clean the environment at all times of this lease agreement.
- 4.7 The LESSEE shall do all the fit out/renovation of the leased area at his own costs and all costs shall be borne by LESSEE without any refund from the Lessor.

For LESSOR:

- 4.8 To ensure peaceful enjoyment of the premises to the LESSEE during the lifetime of the agreement.
- 4.9 To notify the LESSEE of any intended major changes in ownership of the premises provided that the same shall not lead to termination of the lease agreement before the expiry period as herein stipulated.

5. BREACH OF AGREEMENT

In the event of default or breach of the terms herein, the LESSOR shall be entitled to terminate the lease agreement, demand possession of and re-enter the premises upon giving the LESSEE a ninety (90) days' notice to remedy the default and if the LESSEE fails to remedy the default within the given period the LESSOR shall exercise right of termination, demanding possession and re-enter.

Provided that the ninety (90) days notice requirement shall not apply if the default by the LESSEE in non-payment of rent instead thirty (30) days notice shall suffice.

6. TERMINATION

The LESSEE shall provide a three (3) months notice to the LESSOR in the event the LESSEE wants to terminate the lease agreement before the expiry of the duration herein agreed and the rental shall be due payable until the end of the notice period.

7. LIABILITY

The LESSEE shall be criminally liable in the event of any criminal charges, investigation, or arrest connected to his activities or business during the subsistence of this lease.

8. DISPUTE SETTLEMENT


8.1 In the event of dispute or any difference arising out of or relating to a breach of this agreement, Parties shall use their best endeavor to settle the matter amicably; by discussing and negotiating with each other in good faith and understanding of their mutual interest to reach a fair and equitable solution satisfactory to both parties.

8.2 In case parties failed to resolve their matter amicably, shall refer the matter to any court of competent jurisdiction in the United Republic of Tanzania



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

SIGNED and DELIVERED at Dar es Salaam
by the said **THOMAS JUSTINE UIISO**
who identified to me by.....
this day of2024


*
(LESSOR)


BEFORE ME:

Name: JOHN J. LINGOPOLA
Signature: 
Address: P.O. BOX 31909 DAR
Designation: ADVOCATE



SEALED with the common seal of the said
JC 2021 LIMITED and
DELIVERED at Dar es Salaam in our
Presence this.....day of.....2024.



Name: NICHOLAS S. BRUNDA
Signature: 
Address: 31778 Dar
Designation: FINANCE MANAGER

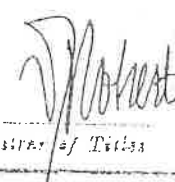
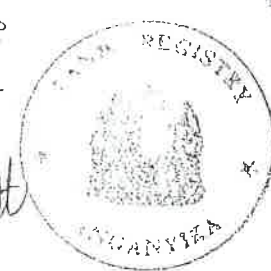
STAMP (LESSEE)


Name: JOHN J. LINGOPOLA
Signature: 
Address: P.O. BOX 31909 DAR
Designation: ADVOCATE



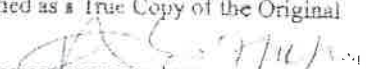
STAMP DUTY
TSh. 120,000 collected
Receipt No. 9984/183/2661 Date 19/09/2024

Regional - Manager Tegeta Tax Region

TITLE NO. 81573
 REGISTERED ON 3-11-08
 AT 9.00 AM

 Registrar of Lands


TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs 7738 Paid
 Original Receipt No. 26255008
8-9-08


THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)

Certified as a True Copy of the Original

RAJABU MRINDOKO
 Advocate, Notary Public & Commissioner for Oaths

CERTIFICATE OF OCCUPANCY
(Under Section 29)

Title No. 81573
 L.O. No. 235686
 KTC/LD/PT/1536

The 30th day of October two thousand and eight

THIS IS TO CERTIFY that **THOMAS JUSTINE UISO OF P.O. BOX 31777 DAR ES SALAAM** (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") as occupant for a term of **Thirty three (33) years** from the First day of **July, two thousand and eight** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following conditions.

1. There Occupier having paid rent up to the thirtieth day of **June, 2009** shall thereafter pay rent of shillings **One hundred fifty four thousand one eighty four hundred (154,184/=) only**, a year in advance on the first day of July in every year of the term without any deduction **PROVIDED**, that the rent may be revised by the commissioner for Lands.

2. The Occupier shall:-
 (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may identification only edged red on the plan attached to this be required by the authorities responsible for environment and to achieve such objective.
- (iii) Building to be in permanent materials.
- (iv) Submit building plans to the **Kibaha Township** within six months from the date of the commencement of the Right.
- (v) Building construction to begin within six months after approval of plans.
- (vi) Building to be complete within thirty six (36) months from the date of the commencement of the Right.

3. USER:

Only one main building together with the usual and necessary out buildings shall be built on the land and the same shall be used for **Commercial/Residential** purposes only. **Use Group 'B' Use Classes (a) & (d)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

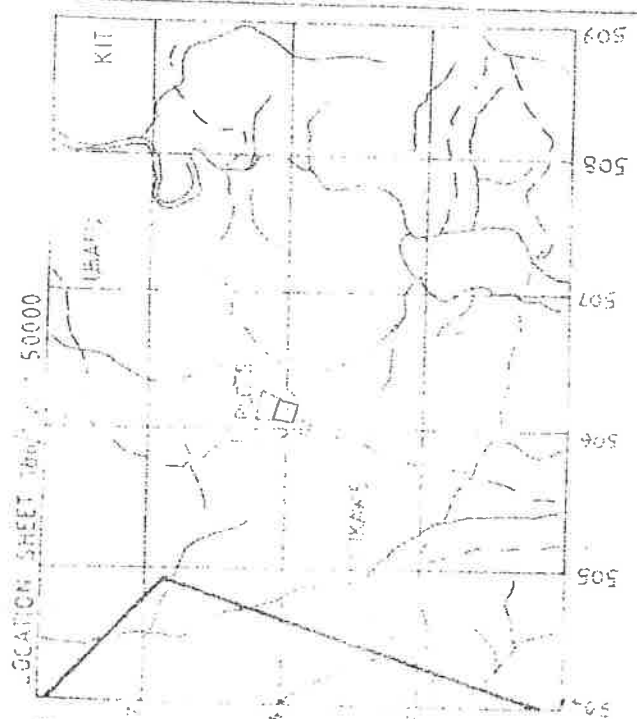
- 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
- 5. The Occupier shall deliver to the Commissioner for Lands notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
- 6. The President may revoke the Right of Occupancy for good cause and or in the Public interest.

SCHEDULE

ALL that Land known as **PLOT NO. 32** situated at **VIKAWA** in **KIBAHA TOWNSHIP** containing **One decimal point three nine six (1.396) Hectares** shown for identification only edged red on the plan attached to this Certificate and defined on registered Survey Plan Numbered **52498** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Certified as a True Copy of the Original
 11/11/2011
 RAJABU MRINDOKO
 Advocate, Minister of Lands and Communities for Urban

LOCATION YUKIMPA
P. S. No. 32
D. No. 235686
Area 1.396 HA



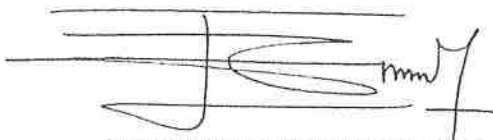
This plan prepared in accordance with Registered Plan No. 52498 is approved for purposes of the Land Registration Ordinance Director of Surveys and Mapping Jatunol-Dair 10.09.2008 Ministry of Lands Housing and Urban Development Dar es Salaam



Certified as a True Copy of the Original
KAJAFU MRINDOKO
Advocate, Notary Public & Commissioner for Cases

This issue of this plan implies no guarantee or admission of title by the Government

GIVEN under my hand and my official seal the day and year first above written.


ASST. COMMISSIONER FOR LANDS

I, the within named **THOMAS JUSTINE UIISO** HEREBY accepts the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)

THOMAS JUSTINE UIISO)


Who is known to me personally/identified) 

to-me-by)

The latter being known to me personally in my)

Presence this 17th day of SEPTEMBER 2008)

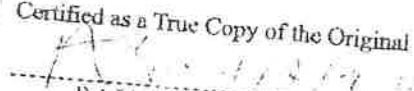
Witness's

Signature: )

Postal Address: 33056, Dsm)

Qualification: ADVOCATE)



Certified as a True Copy of the Original

RAJABU MRINDOKO
Advocate, Notary Public & Commissioner for Lands