

# LEASE AGREEMENT

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THIS LEASE AGREEMENT is made this 21 day of July 2024

## BETWEEN

ROYAL ENGINEERING WORKS LIMITED of Postal Office Box 10064 MWANZA (hereinafter referred to as "the Landlord" which expression shall where the context so admits include their successors and assignees) of the one part.

## AND

SASCO TRADERS COMPANY LTD of Postal Office Box 10064, MWANZA (hereinafter referred to as "the Tenant" which expression shall where the context so admits include his successors and assignees) of the other part.

**WHEREAS:** the Landlord is a Owner of unsurvey land situated at Nyanghomago hill Mwakalima village Kanyelege ward Misungwi District together with improvements and Developments erected thereon (herein after called "the Property").

**WHEREAS:** the "Landlord" has considered and desirous to lease thee unsurvey land to the Tenant for the Period of about 10 years as from 1<sup>st</sup> day of July 2024 to 30<sup>th</sup> day of June, 2034.

**AND WHEREAS:** the Tenant agreed and is willing to be leased the said land stated herein above the period stipulated herein above for consideration of Tshs. 4,500,000/= per annum (say Tanzania Shillings Four Million Five Hundred Thousand Only).

**NOW THIS AGREEMENT WITNESSETHS** as follow:-

1. In this Agreement unless the context otherwise provides:-

“Agreement” means this Lease Agreement between the Landlord and the Tenant leading to the lease of a parcel of land mentioned herein above;

“The Land” means the Land Parcel described in this agreement as “Room”, to wit, a parcel of land mentioned above together with developments and improvements erected thereon and includes all that is naturally growing on the land, buildings and other structures permanently affixed to or under the land, all rights, easements, and other improvements whatsoever in or on That inland;

“Parties” mean the signatories to this Agreement;

“Property” means the Land as defined herein;

“Lease Price” means the amount of TZS. 4,500,000/= (Say Tanzania Shillings five Hundred Thousands only);

“Lease” the rightful possession and use of the above mentioned room by the Tenant for specified period of time to lease as from 1<sup>st</sup> day of July 2024 to 30<sup>th</sup> day of June, 2034 in return for consideration of one million only.

- (i) References to the singular include, when the context so admits, references to the plural and vice versa.

- (ii) Words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include companies.
  - (iii) The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
2. In Consideration of the Tenant paying the sum of **TZS.4,500,000/=** only (Say Tanzania Shillings Four Million Five Hundred Thousands only) per annum the Landlord shall lease the same to the Tenant free from liabilities, lien or third party notices;
  3. The Parties agreed that the said Consideration stated herein above shall be payable to the Landlord to date on the date of signing this agreement in the Landlord's.
  4. The Parties agree that after the expiration of the lease stated herein above and after the expiration of the Landlord's Title over this property herein referred to as 33 years, and in case the title won't be transferred after the expiration of the special condition in the Title then the Landlord agree that the Title to be renewed by the Tenant in his name or his successors in their names and both parties agree that this clause shall bind the Landlord's estate.
  5. The Parties agreed since the above mentioned lease is long term lease therefore the same shall be registered lease for the period within the prescribed period of the government lease.
  6. The Tenant shall be left to enjoy the Tenancy in peaceful for the entire period of tenancy
  7. **THAT, the TENANT agrees with the LANDLORD:-**

- (i) To pay to the appropriate authorities such charges as for electricity and water consumed in the demised premises during the pendency of the term of tenancy as the aforesaid authorities shall determine.
- (ii) To pay all the existing site rates, taxes assessment and outgoing, land rent and property land rent whatever imposed or charged upon the premises of any part thereof during the Tenancy period.
- (iii) To maintain the land and the building erected thereon and the same shall continue to be used for Residential purposes only during the Tenancy Period.
- (iv) In case there will be any damage caused in the demise apartment the tenant agree that will pay the said damage.
- (v) To keep the tidiness and cleanliness of the immediate surroundings and vicinity of the demised premises and to yield up the same in such tidiness, cleanliness and tenantable repair at the determination of the tenancy.
- (vi) Not to assign, sublet or part with the possession of the demised premises or any part thereof.
- (vii) Not to make or permit or suffer to be made any alterations in addition to the demised premise.

**7. PROVIDED** always and it is hereby agreed that:-

- (i) If the Tenant shall be desirous of continuing with the tenancy hereby created for further term at the expiration of the terms hereby granted he shall transfer the same in his name by using future transfer agreement with future transfer deeds documents stated herein above.
- (ii) In case there will be non observance of the terms and conditions in this agreement the same arbitrator can be appointed by both parties to arbitrate the same.

"IN WITNESS WHEREFORE" the parties hereto have executed these present in the manner and on the dates appearing.

SIGNED at MWANZA by the said SIFAELI MUGULI on behalf ROYAL ENG LTD who is known to me/identified to me by DARON SHIRI the latter is known to me in my presence this 01 day of July, 2024

LANDLORD

Name: Eurayoba Malcazi  
Signature: [Handwritten Signature]  
Address: 11573 Mwanza  
Qualification: Advocate



SIGNED AND DELIVERED by the said SABASI SHIRIMA on behalf of SASCO TRADERS COMPANY LTD who is known to me personally/identified to me by [Handwritten Signature] the latter is known to me in my presence this 01<sup>st</sup> day of July, 2024.

TENANT

Name: Eurayoba Malcazi  
Signature: [Handwritten Signature]  
Address: PO BOX 11573 Mwanza  
Qualification: Advocate



DRAWN BY:  
LANDLORD  
P.O. Box 10064  
MWANZA, TANZANIA