

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on the 29th Day of July, 2024 in Dar es Salaam, Tanzania.

BETWEEN

PRISCA BONIFACE CHANDE of P.O. Box 105173 Dar es Salaam, Tanzania (hereinafter called the "Owner" and where the context so admits includes his successors and assigns), of the one part;

AND

MULTI DECISION MAKERS INSURANCE BROKERS LIMITED trading as **MDM PROPERTIES** a company incorporated under the laws of Tanzania with the address of P.O Box 105173 Dar es salaam, duly trading as **MDM PROPERTIES** (hereinafter referred to as the "Developer" where the context so admits includes his/her successors and assigns), of the other part.

WHEREAS:

- A. The owner owns the property situate at **Plot No 717/2/2 Mikocheni Kinondoni District, Dar es Salaam Region.**
- B. The Developer desires to develop and construct a commercial building on the property for the purpose of building a commercial complex for the purpose of lease.
- C. The Owner agrees to lease the Property to the Developer under the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1.0 DESCRIPTION OF THE PROJECT

The developer agrees to develop and construct a commercial complex on the property located at **Plot No 717/2/2 Mikocheni Kinondoni District, Dar es Salaam Region** in accordance with the plans and specification approved by the owner.

2.0 TERM OF THE TENANCY:

The Lessor has agreed to lease to the lessee the land at **Plot No 717/2/2 Mikocheni Kinondoni District, Dar es Salaam Region** for a term of thirty

(30) years commencing on the 1st day of August 2024 and expiring on the 31st day of August 2054.

3.0 CONSIDERATION

The Developer agrees to pay the Owner monthly rent equal to ten percent (10%) of the total net income received from the tenancy leasing space in the commercial complex. This payment shall be made on the first day or/on before the 1st of each month for the lifetime of the project.

4.0 PAYMENT METHOD

The Developer shall deposit the rent payable as agreed by the parties to an account number that shall be provided by the Owner after completion of the development.

5.0 CONSTRUCTION TIMELINE

The developer shall commence construction of the project within 90 days from the date of this agreement and shall complete the project within 48 months from the commencement date.

6.0 OBLIGATIONS OF THE DEVELOPER

- 6.1 To obtain all necessary permits and approvals required for the construction of the project.
- 6.2 To ensure that all construction work is carried out in a good and workman like manner.
- 6.3 To maintain insurance coverage for the construction and the complete as required by law.
- 6.4 To pay all rates, taxes, dues and other outgoings which are payable in respect of the land leased during the whole period of tenancy.
- 6.5 To use the land for lawful commercial purposes only as agreed by the parties.
- 6.6 To pay the agreed monthly rent and to deposit it in the manner provided for under this agreement.

7.0 OBLIGATIONS TO THE OWNER

- 7.1 To provide access to the property for the developer and his constructors, agents and employees.

7.2 To cooperate with the developer in obtaining necessary permits and approvals.

8.0 OWNERSHIP OF IMPROVEMENTS

Upon expiration of the leased term, ownership of the commercial complex and any other improvements made to the property shall revert back to the owner without any further compensation to the developer.

9.0 TERMINATION

In the event of a default by either party under this agreement the non-defaulting shall have the right to terminate this agreement by providing a written notice to the defaulting party.

10.0 GOVERNING LAWS

This agreement shall be governed and construed in accordance with laws of Tanzania, together with the common law practice as applicable.

11.0 DISPUTE SETTLEMENT

Where a dispute arises between the owner and the developer all efforts shall be made to settle the dispute through negotiations for an amicable settlement. In the event that negotiations fail, the parties shall finally refer the dispute to arbitration whereby the seat of arbitration shall be Tanzania and the substantive laws shall be the laws of Tanzania. The parties shall mutually agree on choosing the sole arbitrator who shall determine the dispute and whose decision shall be final and binding.

12.0 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings whether oral or in writing relating to the subject matter hereof.

IT IS HEREBY FURTHER AGREED AND DECLARED as follows:

Notwithstanding anything in the contrary to this agreement and subject to the provisions of any law in force, to be modified by an exchange of letters setting out the modifications mutually agreed between the parties hereto and shall after such exchange of letters, an addendum shall be signed by both parties and this lease shall be read and construed as modified by such addendum.

IN WITNESS WHEREOF the Lessor and the Lessee have executed these presents on the day hereinbefore appearing: -

SIGNED and DELIVERED at Dar es Salaam

by the said **PRISCA BONIFACE CHANDE**

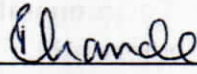
who is personally known to me/

~~has been identified to me by~~

~~_____ . The later~~

~~being known to me personally in~~

my presence this 1st ~~day~~ of August 2024.


OWNER

Name: FAIDHA RAJABU MSHANA

Signature: 

Address: P. O. BOX 105173 DAR ES SALAAM

Qualifications: **COMMISSIONER FOR OATHS**



SIGNED and DELIVERED at Dar es Salaam

by the said **ALLY M. KILEO**, for and on behalf

MULTI DECISION MAKERS INSURANCE

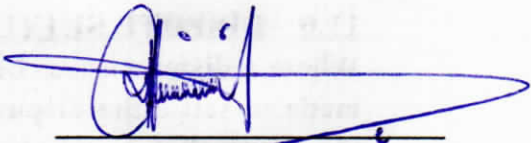
BROKERS LIMITED T/A MDM PROPERTIES

who is personally known to me/~~has been identified~~

~~to me by _____ the later~~

~~being known to me personally in~~

my presence this 1st ~~day~~ of August 2024.


DEVELOPER

Name: FAIDHA RAJABU MSHANA

Signature: 

Address: P. O. BOX 105173 DAR ES SALAAM

Qualifications: **COMMISSIONER FOR OATHS**

