

LEASE OF HOTEL PREMISES LOCATED ON PART OF PLOT NUMBER 1,2 &  
3, MWAI KIBAKI, KINONDONI MUNICIPALITY, DAR ES SALAAM

THE LAND ACT (No. 4, 1999)

THE LAND REGISTRATION ACT (CAP. 334)

## LEASE

THIS LEASE AGREEMENT is made the 27<sup>th</sup> day  
of January, 2023,

Between

**NATIONAL HOUSING CORPORATION**, a statutory corporation established by virtue of the National Housing Corporation Act No. 2 of 1990, whose Head Office is situated on Plot No. 47, Medeli West, for the purposes hereof of P. O Box 2422, Dodoma (hereinafter referred to as the "**Lessor**," which expression shall, where the context so admits, include its successor(s) and assign(s)),

And

**KINGJADA AND APARTMENTS LIMITED** (Company Number 158968762), a private limited company duly incorporated under the laws of the United Republic of Tanzania whose registered office is located at Plot number 1,2 & 3, Mwai Kibaki, Kinondoni Municipality, Dar es Salaam (hereinafter to be referred to as the "**Lessee**", which expression shall, where the context so admits, include its successor(s) in title and permitted assign(s)).

**WHEREAS**, the Lessor is the registered proprietor of the Demised Premises (as defined under Clause 1.1 of Schedule 1) and desires to lease the Demised Premises

to the Lessee and Lessee desires to take the Demised Premises from the Lessor for the term, at the agreed rental amount and upon the provisions set forth herein.

NOW IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained in schedule one - **Terms and Conditions** - attached hereto,

**THIS LEASE WITNESSETH** as follows:-

1. Demised Premises

1.1 The Lessor does hereby demise and lease to the Lessee, the Lessee does hereby lease and take from the Lessor the Demised Premises (as defined under Clause 1.1 of Schedule 1 of this Lease Agreement).

1.2 Lessee acknowledges that the Demised Premises is the property of Lessor and that Lessee has only the right to the possession and use of the Demised Premises upon the terms and conditions of this Lease.

1.3 Subject to the terms of this Lease, the Lessor shall handover the possession of the Demised Premises on or before thirty (30) days from the date of signing of this Lease ("**Handover Date**") and the Lessee shall accept such possession with immediate effect along with the execution and delivery of a possession letter by the Parties.

1.4 Lessee has examined and otherwise has knowledge of the condition of the Demised Premises and has found the same to be satisfactory for its purposes hereunder. Lessee is leasing the Demised Premises "as is" in its present condition. Lessee waives any claim or action against Lessor in respect of the condition of the Demised Premises. Lessor makes no warranty or representation, express or implied, in respect of the demised premises, or any part thereof, either as to its fitness for use, design or condition for any particular use or purpose or otherwise, as to the quality of the material or workmanship therein, latent or patent, it being agreed that all such risks are to be borne by the Lessee.

SCHEDULE ONE (1)  
TERMS AND CONDITIONS FOR THE LEASE

**1. DEFINITIONS**

In this Lease Agreement, the following words shall have the respective meanings ascribed to them:-

1.1	<b>Association</b>	means the Morocco Square Association responsible for the administration, management and maintenance of the Development
1.2	<b>Demised Premises</b>	<p>shall means and is comprised of Lessor's interest in the following:</p> <p>(a) the hotel building comprising of 81 studio apartments, structures and other improvements of every kind including, but not limited to, alleyway, pedestrian walkways, concourses, service roads, parking area (including underground parking area) sidewalks, swimming pool, gym, staircases, passageways, landings, entrance, halls, foyer area, reception, lift lobby, lift, utility pipes, conduits and lines (on-site and offsite), parking areas and roadways appurtenant to such buildings and structures (the "Leased Improvements") presently situated on part of the Land.</p> <p>(b) all easements, rights and appurtenances relating to the Leased Improvements; and</p>

		<p>(d) all equipment, machinery, fixtures, and other items of property required for or incidental to the use of the Leased Improvements as a hotel, including all components thereof, now and hereafter permanently affixed to or incorporated into the Leased Improvements, including, without limitation, machinery, devices, motors, engines, dynamos, compressors, pumps, furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, chutes, ducts, pipes, tanks, conduits and wiring, incinerating equipment, elevators, hoists, together with all replacements, modifications, alterations and additions thereto (collectively, the "Fixtures"), excluding, however, all furniture and furnishings and all other items of personal property including inventory owned by the Lessee.</p>
1.3	<p><b>Force Majeure</b></p>	<p>Means cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the</p>

		the General Common Property which the Association may deem desirable or necessary for the enjoyment and use of the occupiers of the Development and/or the maintenance, appearance, upkeep or cleanliness of the Development or any part thereof.
1.7	<b>Service Charge</b>	means all costs, expenses, outgoings and any taxes (including penalties) incurred or reserved by the Association (directly or through another entity that is sub-contracted by the Association to manage the Development) annually in or incidentally to providing all or any of the Services in relation to the Demised Premises and the General Common Property.
1.8	<b>Surveyor</b>	Any person or firm appointed by the Lessor (including an employee of the Lessor or an associate company of the Lessor) to perform any of the functions of the Surveyor under this Lease Agreement.
1.9	<b>Morocco Square Development</b>	means the Morocco Square mixed use development erected on the Land comprising residential units, offices, retail mall and the Demised Premises together with related amenities and facilities.

## 2. LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor on the following:

### 2.1 Rent & Other Payments:

2.1.1 To pay the Rent and other applicable charges on the days and in the manner set out in this Lease and not to exercise or seek

		necessity for testing or making repairs or alterations to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply.
1.4	<b>General Common Property</b>	means all the infrastructure developed on the Land together with such gardens, public and natural open spaces, parks and squares and all other facilities, utilities and other improvements on the Land, which are to be utilised for the common use of all of the unit owners, occupiers and lawful visitors of the Development.
1.5	<b>Land</b>	Plot number 1,2 & 3, Mwai Kibaki, Kinondoni Municipality, Dar es Salaam
1.6	<b>Services</b>	means the services to be provided by the Association in, among other things, supplying, providing, purchasing, hiring, maintaining, renewing, replacing, repairing, servicing, overhauling and keeping in good and serviceable order and condition all water meters, water pumps, water wells, boreholes, water tanks, electricity meters, electrical fittings (including light bulbs) and all fixtures and fittings, bins, receptacles, tools, appliances, materials, equipment and other things in

to exercise any right to withhold Rent whether by way of legal or equitable set-off.

2.1.2 The Lessor shall pay on or prior to the execution of this Lease, a security deposit equal to three (3) months rent to be held by the Lessor as security for the due performance and observance by the Lessee of all the singular or several covenants and agreements on the part of the Lessee and the conditions contained herein provided that the Lessor shall be entitled at any time and from time to time to apply the deposit monies in and towards the satisfaction and discharge of the covenants and agreements on the part of the Lessee and it is hereby further agreed and declared by the Lessee that any payments made by the Lessee (including payments of rent) after any such application of the deposit monies by the Lessor may at the sole option of the Lessor be allocated in restoring the deposit monies so applied and (in the absence of any express contrary appropriation by the Lessor) shall not be treated as having been applied in the payment obligation it was intended to have been applied towards. The Lessee acknowledges and agrees that the Lessor shall not be required to account for any interest on the deposit monies held by the Lessor. The deposit monies shall be refunded by the Lessor to the Lessee to the extent only that the same shall not have been applied in and toward the satisfaction and discharge of the covenants and agreements on part of the Lessee after the expiry of the Term hereby created.

2.1.3 To pay and to indemnify the Lessor against:-

- i. All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now; or shall, during the Term, be charged, assessed or imposed upon the Demised Premises relating to the

*Handwritten initials*

leasing of the letting of the Demised  
PROVIDED that this covenant shall not obligate  
to pay any taxes which are, by statute, payable  
Lessor.

2.2.2 If the Rent is  
shall evict if  
Premise v

2.2.3 Any

2.2.4

ii. Each party shall pay its respective taxes in relation to  
Lease as per the current tax laws.

2.1.4

All payments due to be made by the Lessee hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes. If at any time, whether now or in the future, any applicable law regulation or regulatory requirement or any competent taxing authority requires the Lessee to make any deduction or withholding in respect of taxes from any payment due under this Lease for the account of the Lessor the sum due from the Lessee in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lessor receives a net sum equal to the sum which the Lessor would have received had no such deduction or withholding been required to be made and the Lessee shall indemnify the Lessor against any losses or costs incurred by the Lessor by reason of any failure of the Lessee to make any such deduction or withholding.

## 2.2 Penalty Clauses for Delayed Payments:

2.2.1 If and whenever during the said term the Rent or any other sum due shall remain unpaid for more than 30 days from the date when such Rent fell due, the Lessor shall serve the Lessee a one month notice of intention to terminate this Lease due to failure to pay Rent.

2.2.2 If the Rent is not paid within 30 days from the date of issuing the notice, the Lessee shall evict the Lessee from the Demised Premise without further notice.

2.2.3 Any delayed payments shall attract a monthly penalty of 4% per annum

2.2.4 Nothing in the preceding clause shall entitle the Lessee to withhold or delay payment of the Rent or any other sum due under this Lease after the date upon which they fall due or

in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment including (but without prejudice to the generality of the the Lessor's right under the proviso for re-entry contained in this Lease.

### 2.3 Charges for Utilities on Demised Premises:

The Lessee shall be responsible for and shall make, on a regular and timely basis payments for all utility charges in respect of the Demised.

Premises during the entire Term, including water, electricity, telecommunication, internet, cable charges, municipal solid waste, and other utilities. All such payments shall be made by the Lessee directly to the service provider(s) and the Lessee keep and hold the Lessor harmless and indemnified in this regard.

### 2.4 Repair, Maintenance and Cleanliness

2.4.1 Lessee, at its sole expense, will keep the Demised Premises, and all private roadways, sidewalks and curbs appurtenant thereto that are under Lessee's control, including windows and plate glass, mechanical, electrical and plumbing systems and equipment (including conduit and ductwork), and non-load bearing interior walls, and parking lot surfaces, in good order and repair, except for ordinary wear and tear and with

reasonable promptness, make all necessary and appropriate repairs replacements and improvements thereto of every kind and nature, whether interior or exterior ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition prior to the commencement of the Term of this Lease (concealed or otherwise), or by any governmental agency having jurisdiction over the Demised Premises, except as to the structural elements of the Leased Improvements. All repairs shall to the extent reasonably

achievable, be at least equivalent in quality to the original work. Lessee will not take or take any action, the taking or omission of which might materially impair the value or usefulness of the Demised Premises or any part thereof for its primary intended use.

- 2.4.2 To clean the Demised Premises and the surroundings in a clean and tidy condition clear of all rubbish and to clean as often as may be necessary the inside and the outside window panes and frames of the Demised Premises.
- 2.4.3 To maintain the common area of the Demised Premises in clean sanitary condition bear, pay and discharge all Demised Premises sewerage and cesspit emptying charges attributed to the
- 2.4.4 During the last month of the said term ( howsoever determined) to paint in proper and work like manner all the inside walls, wood iron and other parts heretofore or usually painted of the Demised Premises with good coats of paint of suitable quality and so that such painting in the last year of the term shall be of a tint or colour approved in writing by the lessor and also with every such internal painting to wash stop whiten distemper grain varnish colours paper and other decorate in a proper and workmanlike manner all such internal parts of the Demised Premises that have been or ought properly to be so treated and so that in the last year of the term the tints colours and patterns of all such works of integral decoration shall be approved by the Lessor in writing.

### 2.5.2 Pollution:

Not to discharge into the pipes serving the Demised Premises and the common parts of the Demised Premises any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

### 2.5.3 Alterations and Improvements:

- i. Not to make any structural alterations or additions to the Demised Premises.
- ii. Not to make any internal non-structural alterations to the Demised Premises or unite the Demised Premises with any adjoining premises without:-
  - (a) Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.
  - (b) Making an application to the Lessor supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession or professional organisation (who shall supervise the work throughout to completion).
  - (c) Paying the reasonable fees of the Lessor and the Lessor's professional advisers in connection with the approval of such alterations, and

2.4.5 Lessor shall not under any circumstances be required to build or rebuild any improvement on the Demised Premises, or to make any repairs, replacements, alterations, restorations or renewals of any nature or description to the Demised Premises, whether ordinary or extraordinary, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto, in connection with this Lease, or to maintain the Demised Premises in any way.

2.4.6 Nothing contained in this Lease and no action or inaction by Lessor shall be construed as (1) constituting the request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property or any part thereof, or (2) giving Lessee any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor in respect thereof or to make any agreement that may create, or in any way be the basis for any right, title, interest, lien, claim or other encumbrance upon the estate of Lessor in the Demised Premises, or any portion thereof.

## 2.5 Waste, Alterations and Improvements

2.5.1 Not to commit any waste.

the financing for such work.

2.5.6 If Lessee constructs additional improvements that are connected to the Demised Premises or share maintenance facilities, HVAC, electrical, plumbing or other systems, utilities, parking or other amenities, the parties shall enter into a mutually agreeable cross-easement or joint use agreement, the form of which has been approved in advance by Lessor, to make available necessary services and facilities in connection with such additional improvements, to protect each of their respective interests in the properties affected, and to provide for separate ownership, use, and/or financing of such improvements.

2.5.7 To remove any additions, alterations or improvements made to the Demised Premises at the expiration of the Term if so required by the Lessor to the reasonable satisfaction of the Lessor or its Surveyor and to repair any parts of the Demised Premises which may be damaged by such removal.

## 2.6 User Clauses

### 2.6.1 Abandoning Demised Premises:

Not to leave the Demised Premises continuously unoccupied for more than one (1) month without:-

- i. Notifying the Lessor; and
- ii. Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the Demised Premises from vandalism, theft, damage or unlawful occupation

(d) Entering into such covenants as the Lessor may reasonably require as to the execution and reinstatement of the alterations.

(e) Obtaining the consent of the Lessor.

This sub-Clause shall not apply to the erection by the Lessee of internal demountable partitioning of a design and of materials and layout which are approved in writing by the Lessor subject to the Lessee removing the same at the determination of the Term and making good all damage caused by its installation and subsequent removal.

2.5.4 After receiving consent of Lessor, Lessee shall have the right to make such additions, modifications or improvements to the Demised Premises as Lessee deems desirable for its permitted uses and purposes, provided that such action will not significantly alter the character or purposes or significantly detract from the value or operating efficiency thereof and will not significantly impair the revenue-producing capability of the Demised Premises or adversely affect the ability of Lessee to comply with the provisions of this Lease. The cost of such additions, modifications or improvements to the Demised Premises shall be paid by Lessee, and all such additions, modifications and improvements shall, without payment by Lessor at any time, be included under the terms of this Lease and upon expiration or earlier termination of this Lease shall pass to and become the property of Lessor.

2.5.5 All materials which are scrapped or removed in connection with the making of repairs shall be or become the property of Lessor or Lessee depending on which party is paying for or providing

connection with telegraphic, telephonic, radio or television communication or otherwise) upon the premises without the prior written consent of the Lessor.

- ii. Not without prior written consent of the Lessor to fix or install any signage on the exterior of the building and such consent.
- iii. Not to make connection with the pipes that serve the Demised Premises without the Lessor's prior written consent other than in accordance with plans and specifications approved by the Lessor and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- iv. Not to do in or near the Demised Premises any act or thing by reason of which the Lessor may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- v. Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Demised Premises.
- vi. Not to do nor allow to remain upon the Demised Premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or its other Lessees or to the owners or occupiers of the adjoining buildings or passers-by.
- vii. Not to use the Demised Premises for any dangerous,

### 2.6.2 Ceiling and Floor Loading

- i. Not to bring or permit to remain on the Demised Premises articles, equipment tools which may damage the Demised Premises or any part thereof.
- ii. Not to suspend anything from the partition walls or ceiling of the Demised Premises or use the same for the storage of goods or place weight on them which may damage the same.

### 2.6.3 Machinery:

Not to install or use in or upon the Demised Premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the Demised Premises or which may cause structural damage to the Demised Premises.

### 2.6.4 Heating, Cooling and Ventilation:

- i. Not to do anything which interferes with the heating, cooling or ventilation system or which imposes an additional load on any heating cooling or ventilation plant and equipment in the Demised Premises.
- ii. Not to operate the ventilation equipment in the Demised Premises otherwise than in accordance with the regulations for such purpose made by the Lessor from time to time.

### 2.6.5 Other User Clauses:

- i. Not to erect any pole, mast, dish or wire (whether in

case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease have been observed and performed.

- ii. To view the state of repair and condition of the Demised Premises.
- iii. To give to the Lessee (or leave upon the Demised Premises) a notice specifying any repairs, cleaning maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the Lessee to execute the same as soon as reasonably practicable.

2.7.2 The Lessee covenants to provide access to the Lessor and his authorised agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the Demised Premises of the Lessee, or that of any adjoining tenant, which may be required to be undertaken by the Lessor.

2.7.3 If within two (2) months of the service of such a notice as referred to in Clause 2.7.1 (iii), the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four (4) months or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessor to enter the Demised Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all expenses properly incurred by the Lessor in connection therewith (including legal costs and surveyor's fees) within fourteen (14) days of a written demand.

noxious, noisy or offensive business, manufacture or occupation for any illegal or immoral act, business or purpose.

- viii. Promptly, at Lessors own expense, comply with all applicable insurance requirements in respect of the use, operation, maintenance, repair and restoration of the Demised Premises, and procure, maintain and comply with all appropriate licenses and other authorizations required for any use of the Demised Premises and Lessee's personal property then being made, and for the proper erection, installation, operation and maintenance of the Demised Premises or any part thereof.
- ix. Not to do or permit or suffer to be done anything, whereby any insurance of the Demised Premises against loss or damage by fire or other risks covered by the Lessor's insurance policy may become void or increased and or voidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrences.
- x. Not to darken or obstruct any external windows or light belonging to the premises, without the Lessor's consent

## 2.7 Lessor's Right of Entry:

2.7.1 To permit the Lessor and its agents and all persons authorised by them.

- i. To enter upon the Demised Premises at reasonable times and upon reasonable prior notice except in the

2.9.2 To be responsible for and to keep the Lessor fully indemnified from and against all damages, losses, costs, expenses, actions, proceedings, claims, penalties, cause of action and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:

- i. Any act, omission or negligence of the Lessee or any persons at the Demised Premises expressly or impliedly with the Lessee's authority and under the Lessee's control, or
- ii. Any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this lease is subject.

#### 2.10 Notice of Re-letting:

To permit the Lessor, upon service of reasonable notice at any time during the last three (3) months of the term and at any time thereafter to permit persons with the written authority of the Lessor or its agent at reasonable times of the day to be agreed upon in advance with the Lessee to view the Demised Premises.

#### 2.11 Yielding up:

At the expiration of the Term:

2.11.1 To yield up the Demised Premises in good and substantial repair in accordance with the terms of this Lease Agreement provided that the Lessee shall pay a sum equivalent to any loss of Rent incurred by the Lessor (which shall be calculated at the level paid by the Lessee under this Lease) during such period

## 2.8 Alienation of Demised Premises

- 2.8.1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the Demised Premises or permit another person to occupy the whole or any part of the Demised Premises.
- 2.8.2 Not to assign, underlet or charge any part of or the whole of the Demised Premises or any part thereof without first obtaining the written consent of the Lessor.

## 2.9 Indemnity for Non-Statutory Expenses

2.9.1 To pay to the Lessor on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including, without limitation, reasonable attorneys' fees and expenses) properly incurred by the Lessor in relation to or incidental to:

- i. Every application made by the Lessor for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn.
- ii. The recovery or attempted recovery of arrears of Rent or other sums due from the Lessee.
- iii. Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during or within six (6) months after the expiration of the term but in all respects relating to matters arising during the term, such schedule to be based upon inspection of the premises which shall

## **2. Rent**

- 2.1 Rent payable each month is United States Dollars Seventy Five Thousand (USD 75,000) VAT exclusive or similar tax charged or chargeable in respect thereof (the "Rent"), payable every three months in advance payable on the first week of each and every succeeding quarter. However the Lessee is given a rent free grace period for a period of three (3) months after the Commencement Date to enable the Lessee to undertake fit out works in the Demised Premises and additional two (2) months as hotel soft opening period. Rent will accrue five months from Handover Date.

## **3. Service Charge**

The Lessee shall also pay the Lessor a monthly Service Charge for Services relating to the General Common Property of the Development. The Service Charge shall accrue and be paid from the Commencement Date.

## **4. Rent and Service Charge review**

The above Rent is subject to review at the expiration of three (3) years from the Commencement Date. The Service Charge will be reviewed depending on the actual costs incurred in the provision of the Services in respect of the General Common Property.

## **5. Mode of payment**

Unless advised otherwise in writing, Rent and Service Charge shall be payable in advance on the first week of each and every succeeding quarter during the term of this Lease Agreement through a payment modality to be determined by the Lessor.

6. Lease Tenure

The Lease for the Demised Premises shall be for a term of five (5) years (hereinafter the "Term") commencing from Handover Date ("Commencement Date") and consequently expiring at the expiration of the Term unless sooner terminated or renewed in accordance with the provisions of this Lease Agreement.


IN WITNESS WHERE OF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.

**LESSOR**

SIGNED and DELIVERED by  
the duly authorised signatories  
of NATIONAL HOUSING CORPORATION ]

Full Name: Nehemiah K. Mcheche  
Signature: [Handwritten Signature]  
Address: 2422 Dodoma  
Designation: Director General

Full Name: Jarrah Thomas Mlassauwa  
Signature: [Handwritten Signature]  
Address: 2422 Dodoma  
Designation: Director of Legal Services

STAMP / SEAL  
  
STAMP DUTY  
20,837,460/= collected  
Receipt No. 298411053908 Dated 07/05/2018  
Regional - Manager Kinondoni Tax Region

**LESSEE**

SEALED with the COMMON SEAL of the said  
KINDJADA HOTELS AND APARTMENTS LIMITED and  
DELIVERED in the presence of us;

Full Name: SANOAY MADANRAJ CHATI  
Signature: [Handwritten Signature]  
Postal Address: 105844  
Qualification: GRADUATE / DIRECTOR

Full Name: PRAVIN S. TOSHNIWAL  
Signature: [Handwritten Signature]  
Postal Address: 105844  
Qualification: PROFESSIONAL / DIRECTOR



SEAL/STAMP