

LEASE AGREEMENT

BETWEEN

ANDREW CLEOPA AKYOO

AND

SHERRI HOUMADI

Drawn By: -

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Ngorongoro Building
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MOBILE NO. 0758 462 987

LONG TERM LEASE AGREEMENT

Lessor's Initials *A.A.*
Lessee's Initials *SH*

AGREEMENT is entered this day of OCTOBER 2024.

BETWEEN

ANDREW CLEOPA AKYOO (Herein after called the called the "Lessor") of P.O. BoxArusha, Tanzania of the one part;

AND

SHERRI HOUMADI of P.O. BoxArusha, Tanzania (Herein after called the "Lessee") which expression shall where the context so admits include his successor and legal representative of the other part.

Witnessed as follows:

1. That, for the consideration of **TANZANIA SHILLINGS THIRTY MILLION ONLY (TSHS 30,000,000)** Lessee's hereby Lease from the Lessor a Piece of Land situated Nganana Village, Usa- River ward, Arumeru District within Arusha Region with its measures prescribed in the demarcation map which shall form part to this agreement, to use and hold the said premises for a period of ninety-nine years with effect from date when this agreement is signed by parties and witnessed with an option to renew.
2. That, Lessee shall pay rent to the Lessor in full on the date of the signing of this agreement.
3. That, the Lessee shall have a right to sub lease or/and assign the right to use the demised piece of land to anyone within the Lease tenure.
4. The parties hereby acknowledges that the lessee has made a full payment for the purchase of the land owned by the lessor, which is the subject of this lease agreement and that since the lessee is in the process of obtaining her nationality, the Lessor agrees that upon the successful acquisition of her nationality, ownership of the aforementioned land shall be transferred to the lessee. The Lessor shall execute all necessary documents to facilitate this transfer promptly upon notification of the lessee's nationality application.
5. That, In the event of the Lessee's death, ownership of the leased land shall be transferred to her granddaughter, MAKEDA NEEMA MKONY provided she is 18 years of age or older. If the granddaughter, MAKEDA NEEMA MKONY is under 18 years of age at

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Lessee's Initials SH

the time of the Lessee's death, ownership shall be transferred to SAMWEL KLERUU MKONY, who shall hold it in trust until she reaches the age of 18.

6. That, any structures or improvements built by the Lessee on the leased land shall remain the property of the Lessee's estate, with the right to transfer ownership of such structures to her designated heirs or beneficiaries.
7. The Lessor **THEREBY COVENANTS** with the Lessee as follow:
 - a) That Lessor is the legal and rightful owner of the demised piece of land and that the demised piece of Land is free from any encumbrances
 - b) To hand over the possession of the said Piece of land to the Lessee upon Lessee's payment of rent in full.
 - c) To surrender all the original documents with regards to the Lessor's ownership of land terminated without prejudice to the rights of the parties hereon subsisting prior to the destruction.

8. DISPUTE RESOLUTION

- a) In case of any dispute either party may refer the Dispute to the Court of Competent Jurisdiction for adjudication.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the United Republic of Tanzania.

10. MISCELLANEOUS.

- a) The expression "Lessor" shall include where context so admits the persons driving title under the personal representative of the Lessor.
- b) The Lessee shall not incur any liability due to the failure of the personal representative of the Lessor to comply with the terms of his mandate.
- c) The personal representative shall comply in good faith with the mandate given to him by the Lessor; any non-compliance imputable to the personal representative will make him liable to the Lessor.
- d) The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of the Agreement.

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- e) This Lease agreement nullifies all other agreements entered between the Lessor and any other persons regarding the same demised property.
- f) If parties agree not to renew this Agreement after the expiration of the period stated herein above, the fixtures and structure erected and installed at the said premises by the Lessee at the time of the expiration of the lease period shall not be removed by the Lessee.

11. NOTICE

All communication regarding this agreement shall be in writing and kept on hard copy or electronically and notices shall be delivered to addresses shown herein below, which shall be delivered to the relevant addresses, postal or otherwise as may be availed under modern technology, of either party.

12. INDEMNITY CLAUSE

The Lessor shall indemnify and keep indemnified the Lessee against all proceedings, costs, claims, demands, charge, or expenses and liabilities whatsoever arising out of any fact not disclosed or known to the Lessee before the signing of this Agreement or to the extent that the same shall have been occasioned through misrepresentation as to any warranty here-in contained.

IN WITNESS WHEREOF this Lease was duly executed the day and the year first above written.

SIGNED at Arusha by the said **ANDREW CLEOPA AKYOO**
 who is known to me personally/introduced to me by
the latter being known to me personally
 In my presence this ^{1ST} day of OCTOBER 2024

}
LESSOR

BEFORE ME:

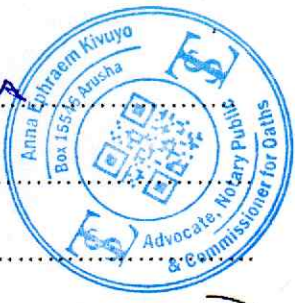
Name: ANNA EPHRAEM KINYO

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 Lessee's Initials SH

Postal Address: ISSUES ARUSHA

Signature: *AK*

Date: 01/10/2024



SIGNED and DELIVERED by the said
SHERRI HOUMADI
who is known to me personally/Identified to me
.....the later being
known to me personally in our presence
this ^{1st} day of OCTOBER 2024.

[Handwritten signature]

LESSEE

BEFORE ME:

Name: ANNA EPHRAEM KIVUYO

Postal Address: ISSUES ARUSHA

Signature: *AK*

Date: 01/10/2024



Qualification: COMMISSIONER FOR OATHS

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Lessee's Initials SH