

6.A

**LEASE CUM DEVELOPMENT
AGREEMENT**

Between

IDDI KASSIM IDDI

And

IDDCON INVESTMENT LIMITED

Drawn By:

GEMSTONE ADVOCATES,

4TH FLOOR

NYANZA BUILDING HQ

P.O. Box. 5214,

MWANZA.

LEASE CUM DEVELOPMENT AGREEMENT

LAND: PLOT NO. 27 BLOCK 'A'

**NYANGHOMANGO
MISUNGWI DISTRICT**

I, **IDDI KASSIM IDDI** of P.O. Box 33101 Mwanza (hereinafter called the Landlord/Lessor) **HEREBY AGREE** to lease the Right of Occupancy of the property registered under the above reference to **IDDCON INVESTMENT LIMITED** of P.O. Box 33101 Mwanza, (hereinafter called the Tenant/Developer)

1. **Description of the land to be demised:** PLOT NO. 27, BLOCK 'A' NYANGHOMANGO MISUNGWI DISTRICT.
2. **Duration:** The lease shall be for a fixed period of fifteen years(15) effective from, renewable at the option of the Lessor on such terms as may mutually be agreed upon by the parties herein.
3. **Purposes of Lease:** Construction of Godown.
4. (a) **Rent:** Tsh. 500,000/= per month.

(b) **Mode of payment:** The amount shall be paid advance annually in a lump sum upon signing this agreement.
5. **Date of execution of lease:** 14/06/2019
6. **Date of delivery of possession of the demised premises to the Tenant:**14/06/2019
7. **Covenants by the Tenant/Developer:**

7. Tenant/Developer shall investigate, study, design, engineer, procure finance, construct , manage and maintain godown and other related infrastructure on the demised premises for the entire duration of the lease period

- 7.1. The Tenant/Developer shall commence and complete the development and construction works for which the land has been granted. Building permits and all other permissions/clearances/licenses required shall be obtained from the competent Authorities within the period of six months from the date of execution of this Lease cum Development Agreement.
- 7.2. The Developer shall use the entire area available for construction of Godown within fifteen years from the date of Lease cum Development Agreement.
- 7.3. Once construction is complete the Tenant/Developer shall have the right to use the Leased Land and collect rent to recoup all the expenses for the duration of the lease period. For this purpose the Tenant/Developer may regulate the entry and use of the Leased Land by the Third Parties without sub-letting the Leased Land in favour of any third parties save and except in the manner of renting building premises only.
- 7.4. That at the expiry of fifteen years the Tenant/Developer shall handover the Premises the Land Lord in good and tenable condition to the satisfaction of the Landlord, which will include all investments and structures.
- 7.5. To pay the said rent without any deduction whatsoever at the times and in the manner aforesaid.
- 7.6. To keep the exterior of all windows and the interior of the said premises including all doors, windows, floors, ceilings, sanitary in good and tenable repair order and condition and at the end of the lease period to make premises in good condition.
- 7.7. To use the said premises for purposes set out in clause 3 only.
- 7.8. Not to assign underlet or part with the possession of the said premises or any part thereto.
- 7.9. To yield up the premises at the end of the tenancy with all additions (if any) thereto and fixtures thereof except Tenant's fixtures in good and tenable repair (except as aforesaid).
- 7.10. To permit the Lessor and or its agents to enter the said premises for the purpose of viewing the condition thereof.

8. Covenants by the Landlord:

8.1 To pay all present and future rates taxes assessments and outgoings payable in respect of the said premises as imposed by any competent authority.

8.2. That the Tenant paying the said rent and performing and observing all his obligations under this Agreement may quietly enjoy the said land during the tenancy without any lawful interruption by the Landlord or any person rightfully claiming through or under or in trust for him.

9. **Termination:**

The lease may be terminated by either party upon giving one month written notice to the other; Provided that such termination shall only apply where a party is in serious breach of the lease agreement.

9.1. The notice may be served to the following address:-

Lessor/Landlord: P.O. Box 33101 Mwanza

Tenant/Developer: P.O. Box 33101 Mwanza

Both parties may serve the notice through the office of the undersigned Advocate who is also authorized to receive and make any communication regarding this Lease.

10. **Dispute Resolution:**

The parties hereto shall amicably try to resolve any dispute or difference whatsoever which shall arise during the continuance of the lease; Provided that where no common understanding is made the dispute shall be referred to single Arbitrator whose appointed shall be agreed upon by the parties hereto. The decision of the Arbitrator shall be final.

11. **Execution Copies.**

This lease shall be executed in duplicate; one shall be retained by the Tenant/Developer and the second by the Lessor/Landlord.

Dated at Mwanza this¹⁰..... day of June, 2019.

1. **IDDI KASSIM IDDI**

(Lessor/Landlord)

Signature

BEFORE ME:

NAME: LENIN MEINRAD NJAU

SIGNATURE:.....

ADDRESS: P.O. BOX 5214 MWANZA

QUALIFICATIONS: NOTARY PUBLIC



2. **SIGNED and DELIVERED** for and on behalf of the **IDDCON INVESTMENT LIMITED** (Lessee/Developer) in my presence this14.....day of June 2019

Name: JASMINE JOAKIM

Address: MWANZA

Designation: DIRECTOR

Signature: 

BEFORE ME:

NAME: LENIN MEINRAD NJAU

SIGNATURE:.....

ADDRESS: P.O. BOX 5214 MWANZA

QUALIFICATIONS: NOTARY PUBLIC

