

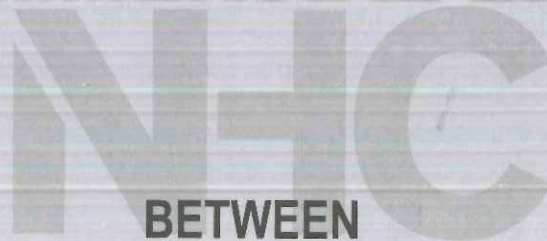


Lease No (R)

Region Code

Title No

# COMMERCIAL LEASE



BETWEEN

NATIONAL HOUSING CORPORATION  
BUILDING OUR NATION

THE NATIONAL HOUSING CORPORATION  
(LESSOR)

AND THE TENANT

*M/s L. Anandha Company Ltd*  
(LESSEE)

LEASE OF APT 001

LOCATED ON PLOT NO 39 BLOCK 02 STREET Atuma

REGION (BRANCH) Thimaru

THE LAND ACT (No. 4, 1999)  
THE LAND REGISTRATION ACT (CAP. 334)

LEASE

**THIS LEASE** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **THE NATIONAL HOUSING CORPORATION** a statutory corporation established by virtue of the National Housing Corporation Act No. 2 of 1990, whose Head Office is situated at Plot No. 1, along Ufukoni Road, Ilala District, P.O. Box 2977, Dar es Salaam (Hereinafter to be referred to as the "**Lessor**," which expression shall, where the context so admits, include its successors and assigns), of the one part, and M/S I. AMADI COMPANY LTD P.O.Box 5055 Dsm whose registered office is situate on CHUMBA Street, (Hereinafter to be referred to as the "**Lessee**", which expression shall, where the context so admits, include its personal representatives heirs and permitted assigns), of the other part.

**PREAMBLE:**

WHEREAS, the **Lessor** is the registered proprietor of the demised premises and desires to lease the Premises to the **Lessee** and **Lessee** desires to take the said Premises from the **Lessor** for the term, at the agreed rental amount stated herein below and upon the provisions set forth herein, and WHEREAS, the **Lessor** declares that the property is free from all and any encumbrances, however, further declares that the encumbrances will not affect in any way the **Lessee's** peaceful and uninterrupted occupation of the demised Premises. **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. Physical Residential Address of the lessee**

The **Lessee** hereby declares/warrants that he is residing at ..... in House No..... situated on Plot No. ...., Block....., Street....., .....Municipality.

**2. Lettable area & Measurement**

The **Lessor** hereby demises unto the **Lessee** all that area measuring 402.1 square metres on the GROUND floor of the building (hereinafter referred to as the "**Demised Premises**") in the building situate on Plot No. 39/00 CHUMBA Street, TEMBEKE Municipality (the said building hereinafter called the "**building**", and the entire plot hereinafter called the "**Estate**"),

**3. Rent per square meter**

Rent payable per one square meter is Tanzanian shillings/United States Dollars 5100/-. Other charges include \_\_\_\_\_ plus the costs, charges and expenses which the **Lessor** may from time to time incur in connection with or in procuring the remedying of any breach by the **Lessee** of any of the covenants on the part of the **Lessee** contained in this Lease.

**4. Total rent payable per month**

The total amount payable per each month is Tanzanian Shillings/ United States Dollars 2,050,710/- (Tzs/USD \_\_\_\_\_) (the "**Rent**").

**5. Rent review**

The above Rent is subject to review at the Lessor's sole discretion but in line with market conditions. Consequently the said Rent shall escalate each year by fifteen percent (15%) for TZS payments and five percent (5%) for US\$ payments respectively.

**6. Mode of payment**

The quarterly Rent shall be payable in advance on the first week of each and every succeeding quarters during the term of this Lease Agreement at Thameka Mkwana or through \_\_\_\_\_ unless advised otherwise in writing (the "Lease Agreement").

**7. Lease Tenure**

The Lease for the Demised Premises shall be for a term of three (3) years (hereinafter the "Term") commencing from the 01 day of 10 2018, and consequently expiring on the 30 day of 09 2021 subject, nevertheless, to the provisions for review, termination and renewal hereinafter contained.



NATIONAL HOUSING CORPORATION  
BUILDING OUR NATION

## SCHEDULE ONE (1)

### TERMS AND CONDITIONS FOR THE LEASE

#### 1.0 DEFINITIONS

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

#### 1. "Demised Premises" means

- (a) The floors of the building delineated by red on the plans annexed hereto including:-
  - (i) The paint paper and other decorative finishes to the interior of the external walls of the Demised Premises.
  - (ii) The floor finishes so that the lower limit of the premises includes such finishes but does not extend to anything below them.
  - (iii) All ceilings within the Demised Premises and the void above them.
  - (iv) The ceiling finishes (here not meaning any false ceilings) so that the upper limit of the Demised Premises includes such finishes but does not extend to anything above them.
  - (v) The entirety of any non-load-bearing internal walls wholly within the Demised Premises.
  - (vi) The inner half severed medially of the internal non-load bearing walls dividing the Demised Premises from other parts of the Building.
  - (vii) The doors and windows and the door and window frames.
  - (viii) All additions and improvements to the Demises Premises.
  - (ix) All the Lessor's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Demised Premises whether originally affixed or fastened to or upon the Demised Premises or otherwise except any such fixture installed by the Lessee that can be removed from the Demised Premises without defacing the same.
  - (x) Any pipes wholly in or on the Demised Premises that exclusively serve the Demised Premises.
  - (xi) Any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the demised premises'.
- (b) "Practical completion" means the date upon which the Lessor's consultant certifies that the premises are practically completed and available to the Lessee.

#### 2. "Lettable Areas" means

All areas within the Building which are let or designed to be let or designed or constructed so as to be capable of letting, inclusive of the Demised Premises over which the Lessee shall have exclusive rights and the pro-rata portion of the Building Common Parts.

#### 3. "Retained Parts" means all parts of the building other than the Lettable Areas.

#### 4. "Structure" means:

- (a) The entirety of the roofs and foundations of the building.
- (b) The entirety of all floors and ceilings of the building (but excluding the floor and ceiling finishes).
- (c) The entirety of all external walls of the building (but excluding the paint paper and other decorative finishes applied to the internal faces of such walls).
- (d) The entirety of all load-bearing walls pillars and other structures of the building.
- (e) The windows and window frames in the building.

5. "Plant" means

All apparatus plant machinery and equipment within the building or on the estate from time to time including (without prejudice to the generality of the above) lifts, lift-shafts (if any) stand-by generators and boilers, and items relating to mechanical ventilation, heating, cooling public address and closed circuit television systems.

6. "Accountant" means

Any appropriately qualified 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 Accountant under this Lease Agreement.

7. "Surveyor" means

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.

8. "Building Common Parts" means

The areas and amenities made available from time to time by the Lessor for use in common by the tenants and occupiers of the building and all persons expressly or by implication authorised by them including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, landings, lifts, staircases, passages rooftops and areas designated for the keeping and collection of refuse, but not limited to them.

## 2.0 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 to exercise any right to withhold Rent whether by way of legal or equitable set-off.
- 2.1.2 The Lessee shall pay security deposit equal to three (3) months Rent. The deposit shall not bear interest and shall be repaid to the Lessee at the end of the Lease Agreement or on its termination, provided that the Lessee has fulfilled its obligation.
- 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 or upon the owner or occupier of them, **PROVIDED** that this covenant shall not oblige the **Lessee** to pay any taxes which are, by Statute, payable by the **Lessor**.
  - (ii) Each party shall pay its respective taxes as per the current Tax Laws.

### 2.2 Penalty Clauses for Delayed Payments:

- (i) If and whenever during the said term the Rent or any other sum due shall remain unpaid for 30 days from the date when such Rent fell due, the Lessor shall serve the Lessee a one month notice of intention to terminate its tenancy or Lease Agreement and if the Rent is not paid within 30 days from the date of issuing the notice of reminder, the Lessor shall evict the Lessee without further notice.
- (ii) Any delayed payments shall attract a monthly penalty of 4% above the NBC lending rates.
- (iii) Nothing in the preceding clause shall entitle the **Lessee** to withhold or delay any 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 above) the **Lessor's** right under the proviso for re-entry contained in this Lease

### 2.3 Charges for Utilities on Demised Premises:

To pay to the suppliers thereof and to indemnify the **Lessor** against all charges for water, telephone, electricity, diesel and oil for standby generator, sewerage, gas and other services consumed or used at or in relation to the Demised Premises.

#### 2.4 Repair, Cleanliness & Replacement of Fixtures in Demised Premises:

- (i) At all times during the term to repair and keep the interior of the Demised Premises in good and substantial repair and condition (fair wear and tear exempted).
- (ii) To clean the Demised Premises and the surrounding keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the Demised Premises.
- (iii) To replace the **Lessor's** fixtures and fittings, if any, in the Demised Premises which may be or become beyond repair at any time during or at the expiration of the term as a result of any act, omission or negligence on the part of the **Lessee**, fair wear and tear expected.
- (iv) To maintain the Building Common parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributed to the Demised Premises.
- (v) The premises are placed at the disposal of the lessee as designated and in its condition as on the date of allocation. The lessee is always deemed to have seen and visited the premises, and has perfect knowledge of the premises
- (vi) To keep the said **Demised Premises** in good tenantable condition.
- (vii) During the last month of the said term ( howsoever determined) to paint in proper and workmanlike manner all the inside walls, wood iron and other parts heretofore or usually painted of the Demised Premises with two good coats of paint of suitable quality and so that such painting in the last year of the said 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 otherwise 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 said term the tints colours and patterns of all such works of integral decoration shall be approved by the Lessor in writing (such approval not to be unreasonably withheld).

#### 2.5 Waste and Alterations on Demised Premises:

- (i) Not to commit any waste.
- (ii) Not to keep livestock or chicken on the **Leased Premises**; and
- (iii) Not to discharge into the pipes serving the Demised Premises and the building common parts 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.
- (iv) **Alterations:**
  - (1) Not to make any structural alterations or additions to the Demised Premises.
  - (2) 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
    - (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**, such consent not to be unreasonably withheld or delayed.

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.

- (v) 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 (as defined in Schedule A) and to repair any parts of the Demised Premises which may be damaged by such removal.

## 2.6 User Clauses:

(i) **Abandoning Demised Premises:**

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

- (a) Notifying the **Lessor**; and
- (b) 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.

(ii) **Sale or transfer of business:**

Not to transfer, sale, assign or part with your business howsoever along with the Demised Premises. On such incidents, the premises should be surrendered to the **Lessor** for reallocation or else the buyer of your business shall be evicted from the premises.

(iii) **Pollution**

Not to discharge into the pipes serving the Demised Premises and the building common parts any oil or greases or any objectionable dangerous poisonous or explosive matter or substances 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.

(iv) **Ceiling and Floor Loading:**

- (a) Not to bring or permit to remain on the Demised Premises articles, equipment tools which may damage the Demised Premises or any part thereof.
- (b) 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.

(v) **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.

(vi) **Heating, Cooling and Ventilation:**

- (c) Not to do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the Demised Premises or the building.
- (d) 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.

(vii) **Other User Clauses:**

- (e) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the premises without the prior written consent of the **Lessor** and such consent shall not be unreasonably withheld or delayed.
- (f) Not without prior written consent of the **Lessor** to fix or install any signage on the exterior of the building and such consent shall not be unreasonably withheld or delayed.
- (g) Not to make connection with the pipes that serve the Demised Premises without the **Lessor's** prior written consent which shall not be unreasonably withheld 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.
- (h) 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.
- (i) 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.
- (j) 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 passersby.
- (k) Not to use the Demised Premises for any business or for any dangerous, noxious, noisy or offensive business, manufacture or occupation for any illegal or immoral act or purpose.

- (h) Not to use the Demised Premises other than for residential purpose only.
- (i) 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.
- (j) The Lessee shall be responsible to pay or refund Lessor for all outgoing, taxes, impositions and any other costs of similar nature which are now or during the term shall be charged, assessed or imposed upon the Demised Premises provided that this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the Lessor.
- (k) Not to stop up, darken or obstruct any external windows or light belonging to the premises, without the Lessor's consent, such consent not to be unreasonably withheld or delayed.

## 2.7 Lessor's Right of Entry:

- (a) To permit the **Lessor** and its agents and all persons authorised by them, in the company of a lessee representative and subject to the Lessee's security procedures:-
  - (i) To enter upon the Demised Premises at reasonable times and upon reasonable prior notice except in the 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.
- (b) 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**.
- (c) If within two (2) months of the service of such a notice as referred to in Clause 2.7 [a] (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.

## 2.8 Alienation of Demised Premises:

- (a) 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.
- (b) 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**.
- (c) In case of an intergovernmental organisation the **Lessee** may share the occupation of the whole or any part of the Demised Premises with another organisation affiliated to it.
- (d) To pay the **Lessor's** reasonable charges in connection with the granting and registration of any such under leases or assignments which applies to intergovernmental entities only.

## 2.9 Indemnity for Non-Statutory Expenses:

- (a) To pay to the **Lessor** on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to lawyers surveyors and) 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 (but not where consent is unreasonably withheld or preferred subject to unreasonable conditions contrary to the express provisions of this Lease).
  - (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 be carried out after the expiration of the term at a time mutually agreed between the Lessee and the Lessor.
- (b) To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, proceedings, claims 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 Agreement or any of the matters to which this demise 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 (or sooner should any of the events listed in Clause 4.1 of this Lease occur) 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:

- A. 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 as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants.
- B. To give up all keys of the Demised Premises to the Lessor, and
- C. To remove all signs erected by the Lessee in, upon or near the Demised Premises and immediately to make good any damage caused by such removal.

#### 2.12 Viewings:

To permit upon reasonable notice at a mutually agreed time during the term prospective buyers, developers or agents instructed in connection with the sale of the Lessor's reversion or of any other interest superior to the term to view the Demised Premises without interruption, provided that they are authorised in writing by the Lessor or its agents.

#### 2.13 Notices of Defects:

- (i) Upon becoming aware of the same to give notice to the Lessor of any defect in the Demised Premises which might give rise to an obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Lessor pursuant to any law.
- (ii) To give full particulars to the Lessor of any notice, directions, order or proposal for the Demised Premises made, given or issued to the Lessee by any public authority within fourteen (14) days of receipt and if so required by the Lessor to produce it to the Lessor.

### 3.1 THE LESSOR'S COVENANTS:

Subject to the Lessee paying the Lessor the Rent, and all other charges payable under this Lease and complying with the covenants and other terms of this Lease the Lessor covenants with the Lessee to use all reasonable endeavours:

- 3.1 To permit the Lessee peacefully and quietly to hold and enjoy the Demised Premises without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.
- 3.2 Subject to the provisions of clause 2.1.2(i) hereinbefore, to pay all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the Lessor or which may thereafter be imposed or charged on the Lessor in respect of the Demised Premises or building.
- 3.3 To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering the Lease Agreement.

- 3.4 To submit to the relevant authorities whenever required the Certificate of Title of the Right of Occupancy in respect of the Estate to facilitate registration of the Lease Agreement.
- 3.5 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee or any other tenant in the building under these presents.

## 4.0 GENERAL CLAUSES

The Lessor and Lessee further mutually agree and declare as follows:-

### 4.1 Lessor's Termination Rights:

If and whenever during the Term:-

- (a) The Rent (or any other monies) due under this Lease are outstanding for thirty days (30) after becoming due whether formally demanded or not, or
- (b) There is a breach by the Lessee of any covenant or other terms of this Lease; or
- (c) The Lessor wants the building for its own use; or
- (d) The Demised Premises have been earmarked for development plans or for any reasonable reason howsoever.
- (e) It shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to give one (1) month written notice to the Lessee of its intention to terminate the Lease and upon expiry the Lessee should give vacant possession orthwith; and
- (f) Provided always that, the Lessees shall not claim refund of the Rent paid in advance to the Lessor upon Lessees's default on the terms of this Lease Agreement and or on vacating the Demised Premises before the expiration of the Lease period.

### 4.2 Disputes with Occupiers of Adjoining Premises:

If any dispute arises between the Lessee and other Lessees or occupiers of the building as to any easement, right or privilege in connection with the use of the Demised Premises and any other part of the building or as to the boundary structures separating the Demised Premises from any other property the dispute shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the Surveyor acting as an expert and not as an arbitrator.

### 4.3 Dispute Resolution:

- 4.3.1 The parties shall attempt to resolve any dispute arising out of or relating to this Lease Agreement through negotiations between senior executives of the parties, who have authority to settle the same
- 4.3.2. If the matter is not resolved by negotiation within 7 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed **Alternative Dispute Resolution (ADR)** procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Deputy President, for the time being, of the Tanzania Institute of Arbitrators.
- 4.3.3. If the matter has not been resolved by an agreed or recommended ADR procedure as stipulated in clause 4.3.2 above or if any party will not participate in such an agreed or recommended ADR procedure, within 60 days of the initiation of that procedure, the dispute may be referred to arbitration by any party. The seat of the arbitration shall be Tanzania Mainland. The arbitration shall be governed by both the **Arbitration Act 1996 and Rules as may be amended from time to time** as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Deputy President, for the time being, of the Tanzania Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary. Nothing in clauses 4.3.1.- 4.3.3. shall be construed as prohibiting a party or its affiliate from applying to a court for interim injuncti relief.
- 4.3.4. Should all the ADR procedure referred to in clause 4.3.1- 4.3.3 above fail to resolve the dispute within stipulated time then the parties shall submit themselves to the court of competent jurisdiction.

### 4.4. Grounds for review:

The Lessor shall have the right to review Rent when reasonable need arise thereto. The said reasonable need shall include, but not limited to, the following;

- a) Where the Lessor will renovate the house so as to make it more habitable, modern.

- b) Where the Market Value of that particular place has changed so as to attract the increase of Rent.
- c) Where that particular place has been changed in status in accordance with Governmental or Municipal order/decision.

#### 4.5. Other General Clauses:

- (a) **Severability**  
The effectiveness, invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provisions or the remainder thereof, all of which shall remain in full force and effect.
- (b) **Waiver**  
Each of the **Lessee's** covenants shall remain in full force both at law and in equity notwithstanding that the **Lessor** shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting the leases with other **Lessees** of premises in the building.
- (c) The **Lessor** shall not be responsible to the **Lessee** or to anyone at the Demised Premises expressly or by implication with the **Lessee's** authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Demised Premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the **Lessor** or any person authorised by the Lessor.
- (d) **Entire Agreement**  
This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Lease Agreement, it super sedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into this Lease Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Lease Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Lease Agreement. Each of the Parties acknowledges and agrees that in entering into this Lease Agreement it has not relied on (nor has been induced to enter into this Lease Agreement by) any statement, representation, warranty or understanding made prior to this Lease Agreement.”
- (e) If after the **Lessee** has vacated the Demised Premises on the expiry of the term any property of the **Lessee** remains in or on the Demised Premises and the **Lessee** fails to remove it within fourteen (14) days after being requested in writing by the **Lessor** to do so or if after using its reasonable endeavours the **Lessor** is unable to make such a Lease Agreement request to the **Lessee** within twenty eight (28) days from the first attempt so made by the **Lessor** :
  - (i) The **Lessor** may remove such property and keep it in a warehouse for a period of thirty (30) days. The Lessee shall be responsible for the storage charges and any other charges in relation to the removal of such property from the Demised Premises to the warehouse.
  - (ii) On the expiration of thirty (30) days stipulated above and on failure of the Lessee to turn up and collect its property together with making payment of all charges there unto, the Lessor shall have the right to take necessary legal actions and/or procedure in relation to such property.
  - (iii) If the **Lessor**, having made reasonable efforts, is unable to locate the **Lessee** the **Lessor** shall be entitled to retain such proceeds of sale absolutely unless the **Lessee** shall claim them within six (6) months of the date upon which the **Lessee** vacated the Demised Premises. The Lessee shall indemnify the **Lessor** against any damage occasioned to the Demised Premises and any actions, claims, proceedings, costs, expenses and demands made against the **Lessor** caused by or related to the presence of the property in or on the Demised Premises or warehouse.

#### 4.6 Easements and Other Rights of the Lessee:

The **Lessee** and all persons expressly or by implication authorised by it shall have the right in common with the **Lessor** and all other persons having a like right, to use the building's common parts for the purposes of access to and egress from the building and for all purposes in connection with the use and enjoyment of the Demised Premises including the right:-

- (a) To have access to and egress from the car park area on specific spaces allocated by the Lessor for private motorcars **PROVIDED** that the **Lessor** by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.
- (b) To use such toilets in the building reasonably proximate to the Demised Premises as shall be designated by the **Lessor** from time to time (except those included within another **lessee's** premises).
- (c) To the free passage and running of electricity, telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the Demised Premises in and through the pipes that now or during the Lease term serve the Demised Premises presently laid in or over or under other parts of the building or the estate.

- (d) To display in the reception area of the building a name-plate or sign in positions and of sizes to be specified by the Lessor showing the Lessee's name and any other details approved by the Lessor such approval not to be unreasonably withheld or delayed.

#### 4.7 The Lessor's Right to Alter the Property

The Lessor shall be entitled at all and any times during the term of this Lease to complete, alter, repair, improve, reconstruct, rebuild, redevelop and/or add to the building and the Site (other than the Demised Premises) and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or in front of the Demised Premises, as well as such devices as may be required by law or which the Architect may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purposes of any of the works aforesaid. The Lessor shall further be entitled by itself or through its workmen or its agent to all such rights of access to any portion of the Demised Premises as may reasonably be necessary for the purpose aforesaid. In exercising its above rights the Lessor shall use its best endeavours to minimise interference with the Lessee's occupation of the Demised Premises and in particular shall not enter the Demised Premises without reasonable prior notice to the Lessee, save in the event of emergency, when immediate entry upon the Demised Premises shall be permissible. Notwithstanding the implementation of any work as contemplated herein, the Lessee shall have no right to object to such work or to claim any rebate of rental or operating costs nor shall the Lessee have any claim for damages or compensation as a result of the implementation of any such work.

#### 5.0 GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of Tanzania.

#### 6.0 NOTICES

- 6.1 Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, e-mail, telefax addressed to the party concerned at its address as given herein below:-

In the case of the Lessor:-

**The Director General,  
National Housing Corporation,  
P.O. Box 2977, DAR ES SALAAM.  
E-mail: dg@nhctz.com,**

**Tel: (022) 2851590, Fax: (022) 2851442  
Website: www.nhctz.com**

In the case of Lessee

P.O. Box \_\_\_\_\_

Tel: 0657-593655 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

#### 7.0 RENEWAL/TERMINATION CLAUSE

##### 7.1 Break Clause

The Lease shall be terminated by either party following the revelation that any of the warrants granted by the other party to this Lease Agreement are false or have seized to be true.

- 7.2 Either party shall be at liberty to terminate this Lease upon giving 90 (Ninety) days notice in writing.

##### Termination

- 7.3 This Lease agreement shall terminate on the expiry of the Lease term herein reserved. Provided that the Lessee gives three (3) months written notice prior to the Lease agreement expiry of his intention to renew, and the Lessor is willing to renew the Lease to the Lessee, the Lease will be renewed for a further period subject to agreement of terms and conditions between the parties.

##### "Force Majeure" Termination

- 7.4 Whenever the Demised Premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no Rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

If this Lease is terminated the Lessor shall, within forty-five (45) business days of termination, refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of Lessee's occupancy under the Lease from the beginning of the current quarter, or the commencement of the term whichever date is later, to the date of termination.

Should the Lessee elect to remain in the Demised Premises rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to apportionate reduction of Rent from the day of such partial destruction until the said restoration is completed.

In addition, the term shall be automatically extended for such period of time as may be necessary to offset any period for which the Rent has been suspended under the foregoing provisions.

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

LESSOR

SEALED with the COMMON SEAL of the said

and DELIVERED in our presence

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

SEAL

Full Names

WENESELAU TILYA

Postal Address

S.L.P. 45674

Designation

DAR ES SALAAM  
REGIONAL MANAGER

Signature

Full Names

ARABIAN MUSSAN

Postal Address

S.L.P. 45674

Designation

DAR ES SALAAM  
ESTATE OFFICER

Signature

LESSEE

STAMP DUTY  
Shs. 1477011.20 collected  
Receipt No. 19236390 Dated 28/11/2019  
Regional - Manager Coast Region



Signed and DELIVERED by the said FAISAL EDHA AWASH

who is known to me personally or identified to me by

the latter being known to me personally this 01<sup>ST</sup> day of Oct, 2018

BEFORE ME:

Names: LENA OSWALD KASAZI


Qualification: ADVOCATE


Postal Address: P.O. BOX 2621 DARES SALAAM





SEALED with the COMMON SEAL of the said  
E. AWADH & CO. LTD  
and DELIVERED in our presence  
this 01 day of 10, 2018

Full Names : FAISAL EDHA AWADH  
Postal Address : P.O. BOX 5055  
: DAR ES SALAAM  
Designation : DIRECTOR  
Signature : 

Full Names : ABDALLAH KUNGUUNLO  
Postal Address : P.O. BOX 5055  
: DAR ES SALAAM  
Designation : ASS. MD  
Signature : 



NATIONAL HOUSING CORPORATION  
BUILDING OUR NATION