

LEASE AGREEMENT

BETWEEN

PRESTIGE DEVELOPERS GROUP LTD

AND

TRAVEL PARTNER LIMITED

**RELATING TO THE PROPERTY OF PLOT NO 38, MASAKI
CHOLE ROAD AREA, KINONDONI MUNICIPAL, DAR ES
SALAAM.**

LEASE AGREEMENT

This agreement made this 30th day of **January 2020**.

BETWEEN

PRESTIGE DEVELOPERS GROUP OF P.O BOX 65038 DAR ES SALAAM (hereinafter referred to as "**the Lessor**") which expression shall, where the context so admits, includes its successors and assigns of one part.

AND

TRAVEL PARTNER LTD of Post Office Box 24449, Dar es salaam (hereinafter referred to as "**the Lessee**") which expression shall, where the context so admits, includes its successors and assigns of the other part.

A WHEREAS the Lessor is the owner of the house located on **Plot No. 38, Masaki Chole Road Area, Dar es salaam, Tanzania** including building and other developments thereon (hereinafter referred to as "**the premises**").

A. WHEREAS the Lessor is desirous of leasing to the Lessee and the Lessee is willing to lease from the Landlord the said premise upon the terms and conditions set out hereinafter.

six years

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

- 1. PREMISES:** The Lessor hereby leases to the Lessee hereby accepts on lease of **Plot, 24449, MASAKI CHOLE Area, Dar es salaam, Tanzania** (hereinafter referred to as "**the Premises**") upon the terms and conditions set out hereinafter.
- 2. TERM:** The term of the lease shall be six years (6) commencing on the 30th day of January, 2020 which period shall be renewable for another period of six years under the terms and conditions set out here: nbelow.
- 3. RENT:** The monthly rent shall be the sum of **Tanzania Shilling three million** (say **Tshs 3,000,000/=**) payable half annually in advance upon the signing of this agreement.
- 4. LESSEE'S COVENANTS:** The Lessee hereby covenants with the Lessor that during the term of this Lease Agreement:

- a. To pay during the said reserved rent punctually as hereinafter provided without any deductions whatsoever.
- b. To bear, pay and discharge bills for water and electricity consumed on the premises.
- d. At all times to keep the interior of the premises and appurtenances thereof including doors, fixtures, electric wires and fittings, pipes and the painting in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly the internal and external parts of the demised premise.
- e. To be responsible for and to indemnify the Lessor against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default of negligence of the lessee of the servants relatives or invitees of the Lessee.
- f. Not to erect any other building structures, pipe, partition, wire not to make or suffer to be made any alteration not to commit or permit or suffer any waste, or injure any of the roofs, walls timber, wires, pipes, drains appurtenances, fixtures or fitting thereto without prior consultation with the lessor.

PROVIDED ALWAYS THAT the lessee shall subject to prior consent in writing of the Lessor which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or improvement in addition to the demised premises as may be necessary and convenient to the Lessee in the use of the demised premises. All such alteration, improvement and addition shall be removed prior to termination or expiration of the term unless otherwise agreed with the Lessor in writing and the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition.

- g. The Tenant will comply with all Municipal and Health regulations, including garbage collection, relating to the Demised Premises;
- h. To permit the Lessor and his agents, at all reasonable times of the day and upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises for the purpose of :-
 - i) Carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining premises hereafter belonging to the Lessor; or
 - ii) To view state and condition of the demised premises and upon discovery of any defects, or wants to reparation the Lessor shall give to the Lessee a notice

in writing to repair and make good the same PROVIDED THAT if the Lessee shall not within the period specified in the written notice commence and proceed execution of the work specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The costs, and surveyors fees and other expenses whatsoever attendant thereon) shall be debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.

- i. Not to store, bring upon the demised premises or building any articles of combustible inflammable or dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building.
- j. Not to do or suffer on the demised premises or any part of the building any act, matter of thing whatsoever which may be or tend to annoy, damage, disturb the Lessor or the owners or occupiers of any adjoining or neighboring premises.
- k. To use and occupy the demised premises solely and exclusively for OFFICE purposes only.
- l. To yield up the premises with the fixtures and fittings and conditions thereto (lessee's fixtures exempted) at the end of the said term in good and substantial repair and condition (fair and tear exempted) to the Lessor in accordance with the covenants hereinafter contained.
- m. To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all actions claims, liability, costs and expenses arising therefrom.
- n. The Lessee shall not assign this Lease Agreement or part with the possession of the Demised Premises or any part thereof without the Lessor's prior written consent, which the Lessor may refuse in its sole discretion;
- o. To pay all taxes relating to this Agreement, including but not limited to stamp duty and any other taxes as may be imposed on the Lease Agreement.

5. AND THE LESSOR HEREBY COVENANTS with Lessee as follows: -

- (a) The Lessee paying the rents hereby reserved and performing and observing the several covenants and stipulations herein on his part contained shall

peacefully hold and enjoy the demised premises during the term created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust for the **LESSOR**.

- (b) To pay and discharge all rates, assessments, impositions, charge and outgoings whatsoever save and except electricity charges, water rates, telephone and telex charges which are nor or may hereinafter become imposed or charged upon the demised premises or payable by the Lessor or Lessee in respect thereof.
- (c) During the continuance of the said term to keep and maintain the demised premises in state of good structural repair and in a condition suitable for human habitation (proper state of repair and on receipt of notice from Lessee remedy any faults and the demised premises to be given proper use provided that such faults are not attributable to neglect on the part of the Lessee, his agents or employees.

6. **IT IS HEREBY AGREED AND DECLARED** by and between the Lessor and the Lessee that:-

- (a) In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, which shall not have been caused or contributed to by the act, negligence or default of the Lessee as to be unfit for occupation and use, then the rent hereby reserved or a fair proportion hereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use. PROVIDED THAT if the Lessor shall fail or neglect to reinstate the demised premises as aforesaid within a period of three (3) months from the date of such damage or destruction then the Lessee at his own option may terminate this Lease forthwith by a notice in writing and thereupon his lease shall be absolutely determined.
- (b) If the Lessee shall be desirous of taking a new lease of the demised premises after the term hereby granted the Lessee shall communicate of such desire to the Lessor or send by registered post to the Lessor's address in Tanzania notice in writing not less than three months before the expiration of the said term. Failure to this the contract will be automatically terminated.
- (c) In the event of any dispute between the parties to this Lease, the aggrieved party shall first make an attempt to amicably settle the matter and only in the event that an attempt to amicably settle the matter has failed, shall the aggrieved party refer the matter to arbitration pursuant to the provisions of the Arbitration Act and any other such legislation which may replace or

amend the Arbitration Act at a later date. Any such arbitration shall be settled by the appointment of one arbitrator by each part and the two arbitrators so appointed shall appoint an umpire

- (d) This agreement shall be governed by and interpreted in accordance with the laws of Tanzania.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement on the day and year herein before mentioned.

SIGNED and DELIVERED at Dar es Salaam
by **FARAJA FAUSTINE MASSAWE**
the **Managing Director for PRESTIGE DEVELOPERS GROUP LTD**

"the Lessor" who has been introduced to me by
HERESIA TEMBA the latter being
known to me personally this 30th day of
January 2020.

LESSOR

Before me:-

Name JOSEPHAT NDELEMBI
Address P.O. BOX 75042 DAR ES SALAAM
Signature [Signature]
Title COMMISSIONER FOR OATHS



SIGNED and DELIVERED at Dar es Salaam
by **HAPPINESS ERICK MASHAURI**
the **Director for TRAVEL PARTNER LIMITED**

"the Lessee" who is known to me personally
this 30th day of **January 2020.**

LESSEE

Before me:-

Name JOSEPHAT NDELEMBI
Address P.O. BOX 75042 DAR ES SALAAM
Signature [Signature]
Title COMMISSIONER FOR OATHS

