

HOUSE LEASE AGREEMENT

THIS LEASE AGREEMENT made this Wednesday of 24th October, 2018

BETWEEN

MR. ALFRED MAC JOHN, Driving License Number-4000111572 (ID), P.O. Box-38402, Dar es Salaam, Tanzania, Contact Number- +255784288580 & +255754288580, Email: alfredj@reostz.com (hereinafter called "the Landlord" which expression shall, where the context so admits include their assignees and successors in title) of the one part.

AND

ASA MICROFINANCE (TANZANIA) LIMITED of P.O. Box 61627, Dar es Salaam, Tanzania, Contact Number: +255 764476697, Email: newaj.bd@asa-international.com (hereinafter called "the Tenant" which expression shall, where the context so admits included his assignees and successors in title) of the other part.

WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent hereinafter reserved and the Tenant's covenants hereinafter contained or implied and to be performed and observed by the Tenant, the Landlord **DOETH HEREBY DEMISE** unto the Tenant **ALL THOSE PREMISE House No. MNY/MWJ/384 & whole adjacent areas of the landlord** (Whole compound holding middle yard, front yard, side yard, 02 triple storied houses, 01 double storied house), **Plot No. 12 & whole Adjacent areas of the landlord, Block- 33H, Mafere Street (Malongwe Street), Mwananyamala Area, Kinondoni District, Dar es Salaam City** (HEREINAFTER CALLED "the demised premises") TO HOLD the same unto the Tenant for a term of One Year Six Months renewable on expiry subject to the terms and conditions to be agreed, commencing from **15th October, 2018 till 14th April, 2020 (01 Year 06 Months)** at a total monthly rental of Tsh 7,000,000/= (Tanzanian Shilling Seven Million Only) payable in advance for a total of 01 (One) Year 06 (Six) Months' rent that is **Tsh. 126,000,000/- (Tanzanian Shilling One Hundred Twenty Six Million Only)** subject to the covenants and conditions hereinafter appearing.
2. The mode of payment shall be Bank Transfer drawn in favour of the Landlord Bank Account No. **9120000748429** with **Stanbic Bank Limited, Main Branch, Dar es Salaam**, with the name of **Mac John's Limited**.
3. The Landlord is responsible to pay the withholding tax and stamp duty to TRA for this lease. In this regard the tenant will deduct the **Withholding Tax 10% (Tsh. 12,600,000/-) and Stamp Duty 1% (Tsh. 1,260,000) Total Tsh. 13,860,000/-** from the total amount of rent and after payment to TRA the tenant will provide copy of the TRA receipt.
4. Tenant shall pay for electricity, water and other amenities during the term of this lease and any extension or renewal thereof.
5. The Landlord covenants to pay all the taxes & duties as well as other charges related to the premises as per the applicable laws of Tanzania. The Landlord also will provide the tenant all the facilities they require for premises including water and electricity in the premises.
6. That the landlord shall be responsible to pay all bills pending on the demise property that are unpaid from 14th April, 2015 backward.

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Signature.....

Signature.....



7. The Landlord can visit the demised premises any time after getting permission from the tenant.
8. Landlord agrees to deliver possession of the leased premises to tenant at the beginning of the term provided for herein. In the event of Landlord's failure to deliver possession at the beginning of said term OR in case of any advance termination before ending the lease agreement the tenant shall have the right to rescind this lease and recover rest of the rent amount paid under terms of this Agreement.
9. Landlord agrees that in case of any natural disaster or if any similar kind of incidents or any unusual incidents happens with the premises those damaged will be repaired by the landlord.
10. The Landlord can terminate this agreement by giving 03 (Three) months notice. Similarly, the Tenant can likewise terminate this agreement by giving 03 (Three) Month notice, due rent will be refund back to the tenant before the notice deadline.
11. To use the demised premises for **Office-Cum-Residence** purposes only.
12. The Landlord will also repair all the broken or damaged part of the premises if necessary.
13. That should any dispute arise from the lease agreement the same shall be first settled in Tanzania by arbitration mean of dispute resolution and should the arbitration means fail to settle the dispute parties to this agreement agree that the said dispute shall be settled by the court of law in Tanzania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

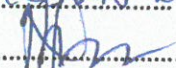
SIGNED and DELIVERED by the said }
MR. ALFRED MAC JOHN}}

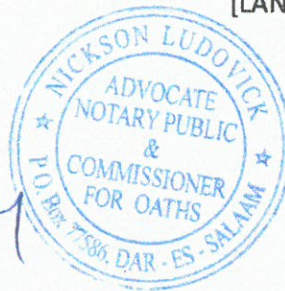


Who is identified to me by Mr. Sayed}

The latter being known to me personally}
 in my presence this 24th


ALFRED MAC JOHN
[LANDLORD]

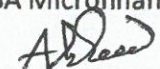
Day of October 2018
 Name: NICKSON LUDOVICK
 Signature: 
 Postal Address: Box 2424 Dar
 Qualification: ADVOCATE

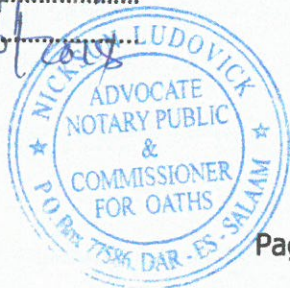


AFFIXED with the COMMON SEAL of the said }
ASA MICROFINANCE (TANZANIA) LIMITED

IN THE PRESENCE OF: Nickson Ludovick on behalf of ASA Microfinance (Tanzania) Limited,
 Name: Nickson Ludovick

Signature: 
 Date: 24/10/2018


MD ABU SAYED
 Operations Manager
 ASA Microfinance (Tanzania) Limited
(Tenant)



Signature: 
 Signature: 



Control No:

18795522

TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue - Kinondoni Tax Region

Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): ASA MICROFINANCE (TANZANIA) LIMITED

Bank Account Number: 0150206141000

Name of Commercial Bank: CRDB BANK PLC

Please transfer from my/our account the amount of **TZS 13,860,000.00**

Amount in Words: THIRTEEN MILLION EIGHT HUNDRED SIXTY THOUSAND ONLY

Value Date: 07/11/2018 {DD/MM/YYYY}

To: Commissioner for Domestic Revenue - Kinondoni Tax Region
Tanzania Revenue Authority

Bank of Tanzania

Account Number: 9921134801

SWIFT Code: TARATZTZ

Details of Payment (field 70 of MT103): /ROC/18795522

Sender to Receiver Info (field 72 of MT103): /REC/118965140

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

ASA MICROFINANCE (TANZANIA) LIMITED

W11121119A1260000Y2018 WITH HOLDING TAX FOR MWANANYAMALA (HO) HOUSE-2018
D11610127A1260000Y2018 STAMP DUTY - 2018

Signature Date 07/11/2018

Signature Date 07/18/2018

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.
3. Field 72 of MT103 carries a TIN, must be captured correctly.

Bank use only
Reference number

I, GEOFREY PAUL MWABE
Advocate, Notary Public and Commissioner
for Oaths do hereby certify that the foregoing
is a true and correct copy of the Original
Date: 27/11/2018
Sign:

