

LEASE AGREEMENT

This AGREEMENT is made this **01, day of January 2021.**

BETWEEN

MUZAMIL ISSA KATUNZI of P.O.Box 105194 ,Dar Es Saiaam(hereinafter referred to as "the Lessor" which expression shall where the context so admits include successors and assigns)of the one part.

AND

GLASSWIN LIMITED,a limited liability company incorporated under the Laws of Tanzania with its Registered office at **Plot No 352 Road Mwai Kibaki Area Mikocheni, Kinondoni District** of P.O.Box 77965 Dar Es Salaam(hereinafter called "the Lessees")of the second part.

WHEREAS:

- A: the Lessor the owner of Land hereinafter referred to as the Demised Property" situated at Plot No.352 ,Mikocheni Area,Kinondoni District, Dar Es Salaam,the property in which therein included a small house.
- B: The Lessor on the request of te Lessee has agreed to give on lease to the Lessee and the Lessee has agreed to take on lease from the Lessor the demised property referred to in Clause A above .
- C: The Lessor is desirous of leasing te property to the Lessee and the Lessee is desirous of renting the said property for the term,of **Three (3) years** commencing on the **01. Day January of 2021** but subject to an option for termination or renewal herein contained
- D: Both parties to this agreement have agreed that his agreement shall stand as an amendment to the previous Lease titled Revised Lease Executed by the parties to this agreement on the **01day of January 2021** and the same (this agreement)shall replace the previous lease fore-mentioned
- F: Both parties agreed to be bound with the commencement date of the revised Lease which had commenced on **01 day of January 2021**

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A: RENT/CONSIDERATION, COMMENCEMENT, PURATION AND TERM OF THE LEASE.

1. To hold the demised premises from the 01 day of January 2021 for the term of three (3) years hence next Ensuing subject nevertheless to the provision of re - entry hereinafter contained yielding and paying thereof during the term hereby granted at a monthly rent of USD 500 (United State Dollar five hundred Only). Annually being \$ 6000/-
2. The lease shall be deemed to have commenced on or from the 01 day of January 2021 and Shall be in force for the period of three Years that is, up to 31 day of December 2023 On The terms and condition contained herein (hereinafter referred to as the terms)
3. This Lease shall not be renewal for a further term or any other period.

B: THE LESSEE'S COVENANTS

4. The Lessees hereby covenants with the lessor, as follows:
 - (i) That the lessees shall pay the rent herein reserved at the times and in the manner Aforesaid
 - (ii) To pay for the site security , housekeeping and service bill
 - (iii) To pay all the Charges for the electricity and water consumed or used in the demised premises
 - (iv) To install the alarm security system in the manner approved by the Lessor. No Alteration can be made without prior approval of the Lessor.
 - (v) To use the demised premises for Official business purposes only and not carry on or permit to be used for residential or any other illegal or immoral purpose .
 - (vi) Further the Lessee may place or exhibit or exhibit or permit to be placed or exhibited show board, Name bil. Placard, advertisement or its.

- (xi) To keep up the demised premises with fixtures fittings until the determination of tenancy in good and substantial good order, state, and condition.
- (xii) To permit the Lessor and their agents, surveyors, and other authorized representatives, at all reasonable times of the day upon notice to enter upon the demised premises for the purpose of ascertaining the state and condition thereof and forthwith execute any repairs/alterations which do not prejudice the value or state of the building as the Lessor may consider to be desirable or necessary.
- (xiii) To pay for the stamp duty of this agreement to the relevant authorities.
- (xiv) Not to store or allow access of anything in the Demises property that may risk and cause the insurance of the Demised Property to be rendered void or voidable.
- (xv) Not to carry oneself, agents, representatives or family in a manner that will interfere with the Lessor's quiet and peaceful enjoyment of the premises or that will cause nuisance to the neighbours.

C: LESSOR'S COVENANTS

6. The Lessor hereby covenants with the Lessee as follows:-
- (i) To make sure that the structure of the building is maintained, repaired and otherwise kept in good tenable condition at the expense of the Lessor, in particular the roofs, foundations and walls thereof and ensure the extraction of the sewer (where the sewer is not connected with the public sewage system).
 - (ii) The Lessor shall not do or permit to be done on the demised premises or on any other adjacent land or lands in the neighborhood of the said plot of which the Lessee is the occupier, anything which shall or may become a nuisance, annoyance or inconvenience to the Lessee or any one claiming under it or any occupier of the demised premises as according to this agreement, for the time being.
 - (iii) The Lessor shall ensure that all rents, rates, assessments, impositions, and including Government Land Rent and Municipal Rates are paid; which now are or at any time during the term may be assessed or imposed on the demised premises or any part thereof or the Lessees or the Lessor in respect thereof by the Government or Municipal, local or other authority save for the express provisions to the contrary herein.

business in conspicuous place on the building with regards to the purpose ascertained on (iv) above; any other placement or for any other business shall not be done except by express consent of the Lessor in which case the Lessor shall not unreasonably withhold such consent where reasonably requested.

- (vii) At all times to keep the interior of the demised premises and the appurtenances thereof including the doors, windows and other glass fixtures, fittings, waste water drains and other pipes and sanitary and water apparatus therein, and the painting, decoration thereof in good and substantial repair and condition throughout the term and to yield up the same in such repair and condition at the determination of this lease PROVIDED always that the Lessor shall not be liable for any damage or loss suffered by the Lessees as a result of any defects in any materials used therein.
- (viii) Not without the previous written consent of the Lessor to erect any other structure pipe or partition, wire or post upon the demised premises or to make or suffer any waste spoil or destruction in or upon the demised premises or out maim or injure or suffer to be out maimed and injure any of the roofs, walls, timber wires pipes, drain appurtenances, fixture or fittings thereof and to report in writing to the Lessor any wants of separation of the structure and internal parts of the demised premises PROVIDED ALWAYS THAT the Lessees shall subject to prior consent of the Lessor having been obtained, be permitted to erect or install such alteration or improvement in or addition to the demised premises as may be necessary or convenient for the Lessee but all such alteration improvement and addition (if would not leave the premises wasted) shall be removed prior to termination or expiration of the tenancy. Unless otherwise agreed with the Lessor and the Lessees shall make good to the satisfaction of the Lessor all damage thereby occasioned to the demised premises and restore the same to their original state and condition. The Lessor's consent shall not be unreasonably withheld.
- (ix) Not to store, bring upon the Demised Property unwarranted articles of combustible, inflammable or dangerous nature, other than necessary tools of trade by the Lessee and to comply with all recommendation of Fire and Rescue forces as to fire precautions and fire safety measures relating to the Demised property. This includes good storage practices and presence of firefighting equipment in the demised property..
- (x) Not to demise, assign, sublease or otherwise part with or share possession of the demised premises or any part thereof without the Lessor's written consent.

- (iv) That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peacefully hold and enjoy the demised premises during the lease herein provided without any interruption subject to provisions of Clause 1 above.

D: TERMS AS TO DEFAULT, TERMINATION AND DISPUTE SETTLEMENT

6. PROVIDED always and it is hereby agreed and declared
- (i) If and whenever during the said term the rents hereby reserved or made payable or any of their or any part thereof shall be in arrears and unpaid for Fourteen (14) days next after becoming due payable or if and whenever there shall be any breach or nonperformance of covenants on the part of the Lessees herein contained, the Lessor shall give the Lessees a written 14 days notice to adhere to the covenant(s) and in any of the cases if the Lessees fail to adhere to the Lessor's notice, it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the demised premises or any part there if in the name of the whole and thereupon the said term shall absolutely cease and determine without prejudice to any rights or remedies which may have accrued to either party in respect of any antecedent breach of any of the covenants herein contained.
- (ii) On the expiry of the term, the Lease between the parties shall not be renewable for a further period.
- (iii) By virtue, and subject to the provisions of Clause 7(i) above, each party may terminate this lease by giving Three (3) months' notice to the other by assigning a lawful cause, at any time during the term. PROVIDED that should the Lessees opt to terminate the Lease Agreement, any rentals paid but unutilized shall not be refundable as per Clause 1 hereinabove.
7. This agreement shall be governed by, and construed in accordance with the laws of the United Republic of Tanzania
8. This agreement is made under the Laws of Tanzania governing Land, Contracts and any other relevant law. In the event any conflict or dispute arises hereto, any issue, conflict or question shall be construed and resolved amicably within Ten (10) working days from date the aggrieved party notified the other party of the breach or issue. If the matter is not resolved in the specified period then the matter shall be submitted to Arbitration by the aggrieved party within ten (10) working days.

Parties shall mutually appoint a sole Arbitrator within ten (10) working day. If the parties fail to achieve this, either party may request the President of Tanganyika Law Society to appoint one for them. Arbitration shall take place in Tanzania.

9. **INDEMNIFICATION**

10.

All Notices, correspondences, documents and other deliverables shall be in writing and deemed to have been duly served and received if they are mailed to the hereinabove corresponding addresses or served personally to any of the parties herein and duly marked "Received", by hand, Seal or Stamp of the respective party.

10.

The respective signatories to this Agreement warrant that they are duly authorized to sign this Agreement on behalf of the principals they respectively represent, and further that signing of this Agreement binds their respective principals and assignees.

11.

This Agreement shall be produced in duplicate and each copy shall serve the purpose of the original.

IN WITNESS WHERE OF the Lessee have respectively execute Agreement the day and first above written.

LESSOR

SIGNED and DELIVERED by the said)
Mr. MUZAMIL ISSA KATUNZI before me
This 01..... day of JANU. 2021
LESSEE

LESSOR

Katunzi

SIGNED and DELIVERED by Fatih BIRDAL

On behalf of GRASSWIN LIMITED

LESSEE

[Signature]

This 01..... day of JANU. 2021...

WITNESS

NAME Attumanu Mfureki

Signature [Signature]

Postal Address 105194 Dsm

Designation Apartment Manager



W/H = 1381,800
S/A = 138,180
21/06/2021

BEFORE ME

NAME: MICHAEL CHAJE

SIGNATURE: [Signature]

POSTAL ADDRESS: 7738 DAR ES SALAAM

DESIGNATION: ADVOCATE



Certified true copy of the Original
Sign: [Signature] Date: 10/7/2021
ABDALLAH SHAIKU KITWANA
Advocate, Notary Public & Commissioner for Oaths

ST
21 June, 2021