

An Agreement of Tenancy

Between

Maryam Fazal

And

Breeztek Technologies Ltd

Tenancy Agreement

This **Agreement** is made by and between **Maryam Fazal** a Citizen of United Republic of Tanzania whose registered office is at Plot number 122 of P. O Box 9712 Salasala, Kinondoni District Dar es Salaam, Tanzania, (hereinafter called "the **Landlord**") which expression shall, where the context so admits, includes his heirs, derivatives of title, executors, administrators, assigns and successors in title) of the one part;
And

BREEZTEK TECHNOLOGIES LTD Plot number-138 of P.O Box. 34200 ,Mikocheni, Dar es Salaam, Tanzania, (hereinafter called "the **Tenant**") which expression shall, where the context so admits, includes his heirs, derivatives of title, executors, administrators, assigns and successors in title) of the other part;

WHEREAS the Parties hereto entered into a Tenancy Agreement for the duration of 6 months with respect to the Landlord's premises situated on Mikocheni Apartment, Migombani Street, Plot No.138, Dar es Salaam ("the **Leased Premises**");

2. TERMS AND CONDITION:

This agreement shall be for a term of 6 Months recurring commencing on the 01st day of February 2021 and ending on the last day of 30th day of July 2024, and a notice of three Month in advance shall be required of the tenant to extend the tenancy before the end of the period.

3. RENT:

In consideration of the **US\$ Dollars Two Thousand (USD 2,000/=) only as a rent per month, which turns to a total of US\$ Dollars Twelve Thousand (USD 12,000/=) only as Six months' rent payable in advance by one instalment**, The tenant immediately before signing this agreement shall pay rent as agreed by the landlord for the premises rented and for the services provided at the rates and terms agreed.

4. THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:

- a) To pay the rent hereby reserved at the time and in the manner aforesaid and use the leased premises occupation for Office purposes only.
- b) Not to make any structural alterations or addition to the leased premises without first obtaining the written consent of the landlord in which case the landlord shall not unreasonable withheld.
- c) To permit the Landlord or her authorized agent at all reasonable times upon services on giving the tenant one week's previous notice of their intention to enter upon and view the condition of the leased premises and forthwith execute all repairs and works properly required to be done, except in case of emergency any verbal notice between 8Am and 8Pm and 24hours, in which case no notice shall be required.

- d) To be responsible for security arrangements of the leased premises throughout the period of the lease.
- e) To keep the premises in clean order throughout the period of the lease and in the course of termination of this lease, the tenant to handover the said premises in a clean and proper condition. The tenant shall promptly deliver up to the landlord all keys to the premises and related facilities, upon the expiration or sooner termination of this lease. In the event that such keys are not delivered promptly to the landlord, requiring the landlord to change any locks the tenant shall immediately reimburse the landlord for all costs incurred.
- f) Tenant shall, unless hereinafter specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuation of this lease except for reasonable wear and tear, damage by the elements or circumstances over which the tenant had no control which shall be the responsibility of the landlord. Any damage arising from the intentional acts or negligence of the landlord, its agents or employees is similarly exempt.
- g) The tenant shall comply with all health and fire regulations or requirements of competent authorities from time to time in force. The tenant shall do nothing nor to do anything by which is a fire or health or another hazard created. The landlord is not liable for any penalty fees occurred by the Tenant.
- h) The Tenant shall take charge and insure security of her own personal belongings including the vehicles.
- i) The tenant shall not assign the term here granted, or any part thereof, not sublet, nor part with possession of the premises, nor leave guests in charge of the premises for periods than one week, without the consent of the landlord in writing, such consent not to be unreasonably withheld.
- j) The tenant will indemnify the landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kinds or nature for which the landlord shall or may become liable or suffer by reason of breach, violation or non-compliance or non-performance by the tenant of any covenant, term or provision hereof or by reason of any act, neglect or default on the part of the tenant, or any of his family, or his household or his guest such indemnification in respect of any such breach, violation or non-compliance and non-performance, damage to property, injury or death occurring during the term of the lease shall survive the termination of the lease.
- k) The tenant on performing and observing all the conditions herein contained or implied and on its part to be performed and observed shall and may peaceably and quietly possess and enjoy the said leased premises during the term hereby created without any interrupting the surrounding neighbourhood and interruptions from or by the lessor or any person lawfully claiming for or under the lessor.

5. THE LESSOR/ LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

- a) To keep the entire said demised premises in good and tenantable repair and condition.
- b) To enter upon the leased premises at reasonable times and upon reasonable prior notice for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed.
- c) To give to the tenant (or leave upon the premises) a notice specifying any repairs, cleaning maintenance and painting that the tenant has failed to execute in breach of the terms of this lease and to request the tenant to execute the same as soon as reasonably practicable.
- d) The landlord to permit the tenant peacefully and quietly to hold and enjoy the leased premises without any interruption or disturbance from or by the landlord or any person claiming under or in trust for the landlord.
- e) To pay all the land rent, property tax, land rates or other statutory requirements during the currency of the lease period in respect of the premises.

6. TAXES, FEES AND COSTS:

- a) Each party shall pay its own taxes for which it is liable to pay under the Tax law of United Republic on matters arising out of this agreement.
- b) Each party shall bear the cost in respect of the negotiation, preparation, execution and implementation of this agreement.

7. TERMINATION AND RENEWAL:

- a) If either party decides to terminate this agreement, he shall give the other party a notice in writing of at least one month in advance and the tenant will not be refunded rent for the period of time for which he shall not longer be in possession of the leased premises.
- b) In the event that the tenant remains in position following the expiration of the term without any further agreement in writing having been entered into, the tenant shall be subject to all terms and conditions hereof, except as to the length of term.
- c) The landlord is at liberty to agree to an extension of the lease period, for a rent to be mutually agreed upon at the termination of the present lease.

8. NOTICES:

Any notice under this lease shall be in writing and shall be sufficiently served to the party if addressed to it and delivered to or left on the leased premise or sent to it by registered post to its registered office.

9. GOVERNING LAW AND JURISDICTION:

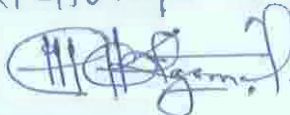
- a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the United Republic of Tanzania and
- b) In the event of any dispute or conflict in the interpretation or implementation of this agreement, the courts of Tanzania shall have jurisdiction to settle any matter arising out of or in connection with this agreement.

10. FORCE MAJEURE:

If an event of force majeure results in a loss or damage to the facility, then neither the tenant nor the landlord shall be considered in breach of this contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of force majeure that arises after the effective date.



IN WITNESS WHEREOF the parties named herein have set their respective hands on.....
Day of2021 as hereunder;

Sealed with the Common Seal of Maryam Fazal
And delivered in our presence;

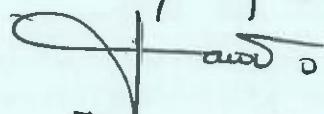

Name: KICHUNGO NGOMA
Signature: 
Title: HEAD OF FINANCE

And

Signed with the Common Seal of Breeztek Technologies Ltd
And delivered in my presence;

Name: JEMIMA MASIMBA
Signature: 
Title: HEAD OF BUSINESS


Signed by the said
JEMIMA MASIMBA who is
known to me personally
on this 18th day of June
2021


DICKSON TUGARA (ADVOCATE)


DRAWN BY:
MARYAM FAZAL
SALASALA AREA
P.O BOX 9712
DAR ES SALAAM


STAMP DUTY
Shs. 554,400/- collected
998413207599 16/6/2021
Receipt No. 16/6/2021
Regional - Manager Kinondoni Tax Region

Schedule A to the Lease Agreement

1. Key and Locks

One unit of key are issued at the time of occupancy. Any alternation, replacement of locks or installation of bolts is required to furnish management with a key for any locks installed or changed by the tenant.

2. Lock Outs

In case of more than two lock outs, a minimum charge will be made to tenants who have been locked out.

3. Moving and maintenance

Household furniture shall not be moved and all repairs/maintenance shall not be done unless previously consented/approved by the Landlord in writing. The tenant is responsible for all repairs and maintenance of her unit.

4. Light Bulbs

Each house will be equipped at the time of occupancy with electric light bulbs or fixtures. Any necessary replacement will be borne by the tenant.

5. Garbage

Once a week all garbage will be collected, it should be wrapped and put in bags in order to keep the property clean and should be disposed in a pit available at the premises.

6. Disturbances and Noises

No tenant may make or permit any disturbance noises by him or family member or visitor. Any actions to disturb the peace and harmony are strictly prohibited.

7. Awnings, Lawn Areas and Balconies

Awnings, shades or other equipment will not be permitted on the exterior of the building, balconies will not be used for hanging or drying of clothes or used for storage of bottles, tyres and other materials. In order to maintain the beauty and clean environment of the premises general cooperation is required to keep the land areas free of litter, garbage, bicycles and other equipment.

8. Roofs

For security reasons only authorized personnel are allowed on the roof. Placing of antennas or other equipment on the roof is prohibited.

9. Wiring and Electrical Appliances

The tenant shall not bring on the premises or into the building any major electrical appliances or apparatus such as dishwasher, air conditioner or without any written approval of the landlord. And no additional wiring for electrical lights, television or radio connection or otherwise are to be fixed or altered without the landlord's permission.

10. Doors and Signs

All doors must be kept locked and display of any sign, advertisement or notice is not allowed on the premises

11. Fasteners

No tacks, nails, cement or other fasteners shall be placed in the walls, ceilings, floors and doors of the premises.



START OF LEGAL RECEIPT

AMAZON ATTORNEYS
P.O. BOX 10654
STREET: MBE21/MAKINDI
PHONE: 0717-777510
DAR ES SALAM
TANZANIA

TIN 112 984976

URN 10031313N

SERIAL NUMBER 0312012028533

UIN 01133F

-1107815121129049760312842020533

TAX OFFICE KINONDINI

CUSTOMER NAME

BRE EZTEK TECHNOLOGIES

CUSTOMER ID TYPE BUYER'S TIN

CUSTOMER ID

RECEIPT NUMBER 2193

ZNo 1/0304

DATE 21-06-2021 TIME 13:44:35

ECR: 01 OP: 01

LEGAL SERVICES 50'000.00 A

TOTAL EXCLUSIVE OF TAX 42'372.80

TAX A-10.00% 7'627.12

TOTAL TAX 7'627.12

TOTAL INCLUSIVE OF TAX

50'000.00

CASH 50'000.00

ITEMS NUMBER 1

RECEIPT VERIFICATION CODE

F2E4A921533



*** END OF LEGAL RECEIPT ***