

**THE LAND ACT, 1999 (CAP.113)**

DATE.....01.....DAY OF.....JANUARY.....2019

**LEASE AGREEMENT**

**BETWEEN**

**ZEIN ABDULWAHID SHAREEF**

**AND**

**STATE FORWARDERS LIMITED  
P.O BOX 16260**

**DAR ES SALAAM, TANZANIA**

Certified Copy of the Original  
Sign:  Date: 29.01.2021  
**SIMON PATRICK**  
Advocate, Notary Public & Commissioner  
for Oaths

## LEASE AGREEMENT

**THIS LEASE** is made this ...<sup>01</sup>.....day of JANUARY 2019 between **ZEIN ABDULWAHID SHAREEF** of P.O.BOX 32427, Dar es salaam (hereinafter called the “LESSOR” which expression shall where the context so permits include heirs, assigns and successors in the title) of the one part, and **STATE FORWARDERS LIMITED** of P.O.BOX 16260, Dar es salaam (hereinafter called the LESSEE) of the other part, WITNESSTH of the following:

1. In consideration of the rent hereafter reserved and of the covenants and conditions herein stipulated, and on the part of the LESSEE to be observed and performed, the LESSOR HEREBY DEMISES unto to LESEE all that premises situated on Plot No 13 Msasani Penisular Masaki (hereafter referred to as the PREMISES) To hold unto the LESSEE for term of FIVE years commencing on the 1<sup>st</sup> January, 2019.

2. The rent during the term hereby, created shall be Two Million Tanzanian Shilling (Tsh, 2,000,000) per month payable in advance in yearly instalments over the Five years contact, save the stamp duty on this agreement which his Payable LESSEE.

3. **THE LESSEE** hereby covenats with the **LESSOR**, as follows,

**3.1** To honor the rental obligations in the manner herein above stipulated and without any disclaimers whatsoever.

**3.2** To use the PREMISES for residential and office purpose only.

**3.3** To pay promptly and regularly on the demand for the electricity, water and telephone service so as to ensure that none of this service, where such installed on the PREMISE, are obstructed, terminated, diverted or interfered with any way whatsoever.

**3:4** At all time to keep the PREMISES in good and proper tenantable condition, and all the fitting, fixtures, appurtenances and any utility apparatus their in including the doors, windows, walls and ceiling in good condition and substantial repair throughout the lease term.

**3:5** Not to sublet, assign of part with the possession of the PREMISES or any part thereof without first obtaining consent of the LESSOR in writing, and not to alter, re-construct, erect or suffer to be erected any structural alterations to the PREMISES also without first obtaining written consent of the LESSOR which consent shall not be unreasonably withheld, PROVIDED that any such alteration and or structural changes as may be authorized by the LESSOR shall at the determination of the lease remain the property of the LESSOR.

**3:6** Not to do or permit of suffer to be done upon the PREMISE anything by negligence which may cause fire on the PREMISES.

**3:7** Not to do or permit to be done anything upon the PREMISES or any part thereof which may be or may become a nuisance or of annoyance or inconvenience to other occupiers of adjoining property or to the neighborhood, or which may occasion damages to be suffered by the LESSOR.

**3:8** To indemnify the LESSOR for all damages which may be caused to the PREMISES by the acts of omissions of the LESSEE or their servants and or licensees, and for all costs which may arise from claims for damages in respect of loss, injury to property or death to person as a result of the negligence of the LESSEE and or their servants, PROVIDED that the LESSEE shall not be liable where the damage to the PREMISES or the loss or injury to the property or persons the result of normal wear and tear of the component parts of the PREMISES.

3:9 To permit the LESSOR or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the said premises and in the event of any repair being necessary to carry out the same within one month of receiving a notice to do so.

3:10 At the expiration of the term hereby granted or sooner determination of the term for any other reason whatsoever, to yield up the PREMISES to the LESSOR with the fixtures, fittings and any appurtenances thereto, all in good and substantial repaired and tenantable condition, fair wear and tear excepted.

4. The LESSOR hereby covenants with the LESSEE that:-

4:1 The LESSEE honoring the tenancy obligations hereby reserved, performing and observing the covenants and stipulations on their part herein contained, shall peacefully hold and enjoy the PREMISES during the term herein granted without any interruption by the LESSOR or any person claiming under or in trust for him

4:2 The LESSOR shall be responsible for the payment of all land and property tax, assessments, duties, charges and any out-goings whatsoever as may be imposed by the Governmental Authorities from time to time upon the PREMISES.

4:3 It shall be the obligation of the LESSOR to keep in repair the structure and exterior of the PREMISES including external installations for water and electricity delivery and sanitation discharge systems provided not caused by LESSEE.

4:4 If the LESSEE is desirous of the extending or taking a new lease of the PREMISES and of such desire notify the LESSOR in writing not less than 3 (three) months before the determination of the term herein granted, then the LESSOR may, if there is then no subsisting breach of any of the LESSEE's obligations under the current lease, grant to the LESSEE a new lease of the PREMISES for a further term to be agreed between the parties and shall commence on the day following the expiration date of the lease term hereby granted.

4:5 If either the LESSOR or the LESSEE is desirous of determining this lease at or before the end of the term hereby granted, and of such desire serves the other a notice of 3 (three) months in writing, and performs and observes all the covenants and obligations hereinbefore stipulated up to the agreed date, then and in either case immediately after the expiration of the said period of three months this lease shall cease and become void but without prejudice to claims by either party against the other in respect of any antecedent breach of any covenant or condition herein contained.

**5:0 THE LESSEE and the LESSOR agree and declare that:-**

5:1 If the rents herein before reserved or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after the same shall have become due (whether legally demanded or not) or if the LESSEE shall at any time fail or neglect to perform or observe any of the covenants or agreements therein contained and on the LESSEE's part to be performed and observed then and in any such case it shall be lawfully for the LESSOR or any person or person's duly authorized by the LESSOR in that behalf to give written notice to the LESSEE under the Section 104 of the Land Act of his intention to terminate the Lease if the

breach is not remedied within a period of thirty (30) days from the date of serve of the notice.

5:2 If at any time during the term hereby granted the PREMISES of any part thereof are destroyed or damaged by any cause other than by acts of default of the LESSEE or his servants and are restored or repaired within THREE (3) months after the happening of such destruction or damage, then and so often as it happens the rent hereinbefore reserved or a fair and just proportion thereof according to the nature and extent of the damage shall as from the expiration of the said THREE (3) months period be suspended during so long as the PREMISES or the destroyed or damaged part thereof remain unfit for use by reason of such destruction of damage.

5:3 All disputes, difference and questions which may at any time arise between the LESSOR and the LESSEE or their representatives and touching on or in respect of the provisions of this Agreement of the subject matter thereof shall be referred to arbitration Ordinance, CAP 15 of the Revised Laws of Tanzania and any subsidiary legislation thereto for the time being in force.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year above written

FOR THE LESSOR

Name.....ZEIN ABDULKAHID SHARFEF  
Signature.....  
Date.....01/01/2019

In the presence of

Name.....Anna Msangi  
Signature.....  
Date.....01/01/2019

FOR THE LESSEE

Name.....RAHMA MOHAMED  
Signature.....  
Date.....01/01/2019

In the presence of

Name.....SAMRIA SEIF  
Signature.....  
Date.....01/01/2019

