

LEASE AGREEMENT

BETWEEN

ABDULKADIR FARAH MOHAMED

(LESSEE)

AND

EVERLASTING GENERAL TRADING COMPANY LIMITED

(LESSOR)

DRAWN BY:
ABDULKARIM FARAH MOHAMED
P.O. BOX 4591

DAR ES SALAAM.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 1st day of November, 2020, BETWEEN ABDULKADIR FARAH MOHAMED. of P.O. Box 4591 Dar es Salaam (hereinafter referred to as "the LESSOR" of the one part;

AND

EVERLASTING GENERAL TRADING COMPANY LIMITED of P.O. Box 11960, Dar es Salaam (hereinafter referred to as "the LESSEE" of the other part.

WHEREAS the LESSOR is desirous to lease the PROPERTY ON PLOT NO.24 BLOCK A premises KURASINI -TEMEKE

AND WHEREAS the LESSEE intends and agrees to rent the demised premises from the LESSOR in accordance with the terms and conditions reserved and contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. **The Tenancy**

The LESSOR shall let to the LESSEE and its PROPERTY NO. PLOT NO.24 BLOCK A premises located at Kurasini Area, Temeke - Dar es Salaam with all easements and appurtenances thereof (hereinafter referred to as "The Demised Premises")

2. **DURATION AND EFFECTIVE DATE**

This tenancy shall come into force on the date of signature hereinabove mentioned and shall continue for a period of three years from that date with an option to renew for a further term to be agreed by the parties

3. **RENTAL AND MODE OF PAYMENT**

The LESSEE shall under this Agreement pay to the LESSOR a monthly rental amount of Tanzanian Shillings 1,000,000/- (twelve million and payable in an annual lumpsum of Tshs 12, 000,000/- in advance upon the execution of this Agreement.

5. THE LESSOR COVENANTS WITH THE LESSEE FOLLOW:

- a) To pay all rates and other charges which may hereinafter be assessed or imposed on the LESSOR by the Government or any local authority and which includes the rent service charges, unless exempted from the payment of such charges and rates by the Government;
- b) The LESSOR shall permit the LESSEE, to hold and enjoy the demised premises peacefully and quietly, during the said period without any interruption or disturbances from or by the LESSOR or any persons lawfully claiming to act on behalf of or instruction of the LESSOR.

6. NOTICE

Any notice under this agreement shall be in writing and any notice to the LESSEE shall be sufficiently served if delivered to it or sent to it at its last known

7. THE LEASOR AND LEASEE MUTUALLY AGREE AND DECLARE AS FOLLOWS:-

- a) That if the LESSOR and LESSEE shall be desirous of terminating this LEASE AGREEMENT prior to the expiration of the term hereby created, the party intending to terminate the agreement shall deliver to the other party notice in writing not less than ONE (1) calendar month before the date of intended determination;
- b) That if the LESSEE shall be desirous of renewing this agreement after the expiration of the term hereby agreed, the LESSEE shall deliver to the LESSOR notice in writing not less than three (3) calendar months before the expiration of the term hereby created, and the LESSOR may grant to the LESSEE a renewal of agreement for a further term and on such terms and conditions as may be then mutually agreed between the LESSOR and the LESSEE.
- c) That all disputes arising out of the relating to the performance of this lease which cannot be settled by the mutual agreement of the parties hereto shall be submitted to a single arbitrator appointed in accordance with the provisions of the Arbitration Ordinance (Cap.15) of the Laws of Tanzania. The arbitration shall be held at a place in Tanzania to be chosen by an Arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

4. THE LESSEE FURTHER COVENANTS WITH THE LESSOR AS FOLLOWS:

- a) To pay all the rent hereinabove reserved at the time and in the manner aforesaid;
- b) To pay for all electricity, telephone and water consumed in respect to demised premises during and for the said tenancy period;
- c) To keep the interior of the demised premises together with any fixtures therein clean and in good conditions throughout the period of this agreement (fair wear and tear only accepted).
- d) To permit the LESSOR or its agents with or without workmen to enter the premises at all reasonable times of purpose of inspecting, viewing or assessing the condition of demised premises;
- e) Not to make any alteration or additions to the demised premises or any part thereof including patterns on or in the demise premises without the prior written consent of the LESSOR;
- f) Not to assign, sub-let or part with possession of the demised premises or any part thereof without the prior written consent of the LESSOR;
- g) To use the demised premises for assembling and storage purposes agreed in writing by the LESSOR;
- h) To report promptly in writing to the LESSOR all losses from and/or damage made to the demised premises;
- i) At all times during the continuance of the said period to comply with all laws, acts, rules, regulations or by laws enacted or passed, made or issued by the Government or any local authority in relation to the demised premises.
- j) To restore the demised premises in the original condition that it was at the time of execution of this Agreement subject to normal wear and tear.

IN WITNESS THEREOF the parties to this Contact herein set their hands, in duplicate thisday of, 2020.

FOR THE LESSOR

Name: ABDULKADIR F. MOHAMED

Position: DIRECTOR

Signature: *[Handwritten Signature]*

Witness:

Name: *Kelvin K. Bakelula*
Position: ADVOCATE
Signature: *Bakelula*

A circular blue notary seal for Kelvin K. Bakelula, Advocate, Notary Public & Commissioner for Oaths. The seal includes the text "KELVIN K. BAKELULA", "ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS", and "P.O. BOX 45441, DAR ES SALAAM".

FOR THE LESSEE

Name: AHMED DHERE

Position GENERAL MANAGER

Signature: *[Handwritten Signature]*

EVERLASTING GENERAL TRADING LT
P. O. Box 11960
DAR ES SALAAM

Witness:

Name: *Kelvin K. Bakelula*
Position: ADVOCATE
Signature: *Bakelula*

A circular blue notary seal for Kelvin K. Bakelula, Advocate, Notary Public & Commissioner for Oaths. The seal includes the text "KELVIN K. BAKELULA", "ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS", and "P.O. BOX 45441, DAR ES SALAAM".

