

THE LAND ACT, 1999 (ACT NO. 4 OF 1999)

THE LAND REGISTRATION ACT

(CAP. 334)

LEASE AGREEMENT

BETWEEN

KESSY Y. JANABI

AND

TAI LE COMPANY LTD

**In respect of leasing of premises situated on Plot No 26 comprised in a
Certificate of Title No 186155/26,**

Ursino Street Regent Estate Area, Mikocheni Dar-es Salaam City.

Certified True Copy of the Original
Sign: *[Signature]* Date: 26-08-2020
FILBERT PETER
Advocate, Notary
Public & Commissioner for Oaths

THE LAND ACT, 1999 (ACT NO .4 OF 1999)
THE LAND REGISTRATION ACT
(CAP.334)

LEASE AGREEMENT'S AMENDMENTS

"In respect of leasing of premises situated on Plot No 26 comprised in a Certificate of Title No. 186155/26, Ursino Street Regent Estate Area, Mikochen Dar es Salaam City".

To the Reference Main Lease Agreement

BETWEEN

KESSY Y. JANABI of P.O. Box 1315, (Lessor /land lord) Dar es Salaam, Tanzania

AND

TAI LE COMPANY LTD of P.O.Box; 6.595, (Lessee), Dar es Salaam.

ARTICLE.2

2.1. Term of the lease: No\v the Lease" commencing 1 day of April 2020 and ending on 31st March 2023.

ARTICLE. 3

3.1. **KENT:** In the consideration of the 'agreement the lessee wilt pay USD2000- Two Thousand hundred United State Dollars) per Month.

ARTICLE. 4.

4.1 The Article 4, 1. 1 5 to read "The pay security deposit which is equivalent to one Month rent means USD 4.000/(Four Thousand United States Dollars)

ARTICLE. 11

1 1 . 1 All other terms of the Contract parties' lessor and Lessee will referred main contract and to be and remain the same terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Lease amendments to be executed the da\ and \ear first above written



- 2.4 It is further agreed that the reviewed rent shall not be more than 40% of the monthly rent hereby reserved.
- 2.5 If any instalment of rent is not received by Lessor within thirty (30) days from the due date, the lessee agrees and undertakes to pay as additional amount, a sum equivalent to 10% of the total amount payable monthly compounded for any outstanding amount.

RENT PAYABLE

- 3.1 In consideration of the lease stated here in above, the lessee shall pay rent at United States Dollars Two Thousand Only (\$2000.00) per month payable yearly in advance upon signing of this lease. Next review will be done annually
- 3.2 The aforementioned amounts shall be in cash/cheque deposited through a bank transfer to the bank of Lessor, details of which shall be provided by the Lessor.

Account: Kessy Yakubu Janabi 011010000549 Azania Bank.

ARTICLE 4

THE LESSEESS'S COVENANTS

- 4.1 The Lessee hereby covenants to the lessor as follows:
- 4.1.1 To pay, during the said term, the reserved rent punctually without any deduction whatsoever.
- 4.1.2 To decorate the front facia and interior of the lease Premises and at all times to keep the interior and exterior of the said Lease Premises and appurtenances thereof including electrical appliances, fitting, paint work, fixtures, doors, windows, electrical wires, garden and all other conveniences belonging thereto in good working order, repair condition throughout the lease period.
- 4.1.3 Lease premises in good tenantable repair and comply to the Municipal and Health Regulations relating to the Lease Premises.
- 4.1.4 To insure or cause to be insured and keep insured the Lease Premises and all the properties therein against loss or damage by fire +and or such other risks as the lessor and the lessee shall deem desirable and/ or expedient by giving a



standing order with the Lessee's bank to transfer every year the insurable premium to the lessee selected Insurance Company and a copy of Cover Note/ receipt to be availed to the Lessor;

- 4.1.5 To indemnify the Lessor against all damages occasioned to the Lease premises or any part of the building, or any other part to the adjacent premise or to any person caused by any act, default, negligence of the Lessee, his servants, relatives or invitees of the Lessee;
- 4.1.6 To maintain and pay all related taxes eg; stamp duty, VAT, Income Tax, levy,
- 4.1.7 general utility services etc.
and promptly pay for all charges liable on electricity, water and sanitary services provided to the Lease Premises by the concerned authorities.
- 4.1.8 To permit the Lessor or any one authorized by the Lessor to enter upon the Lease Premises at any reasonable times of the day for purposes of inspection, after giving the Lessee not less than forty eight (48) hours prior notice of the intention to view the condition of the Lease Premises;
- 4.1.9 Not to sublet, assign or part with possession of the Lease Premises to any person or party whatsoever without written consent and permission of the Lessor.
- 4.1.10 Not to make any structural additions or alternations to the Lease Premises, inside or outside, without the prior written consent of the Lessor and which consent not to be unreasonably "withheld. Such requests shall be given' in writing and consent shall also be in writing.

Provided always that in the event that any addition and or structural alterations are carried out to the Lease Premises after consent is sought and given, all costs related to such additions and or alterations shall be borne by the Lessee and the Lessor shall not be liable for such costs during or after termination of the lease or at any other time whatsoever. It is hereby agreed that the Lessor will erect, at its own costs, a small temporary wooden structure at the back of the building to be used as a STORE only.

It is further agreed that to build the main gate at its own costs PROVIDED that the said alterations do receive prior approval of the Lessor in~ writing

- ; 4.1.10 Not to remove trees and or plants in the Lease Premises without prior consent' and permission of the Lessor, such consent not to be unreasonably withheld.



- 4.1.11 Not to cause any nuisance or annoyance to the neighbors by throwing dirt or refuse or otherwise howsoever
- 4.1.12 Not to permit anything in or upon the Lease premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to She lessor or occupiers of other properties in the neighborhood?
- 4.1.13 Not to remove or cause to be removed from the Lease Premises after lapse of the Lease Period and or termination, any such addition or structural alterations of permanent nature which will have been added or fixed to the Lease Premises.
- 4.1.14 At the determination of the tenancy, to handover the Lease Premises to the Lessor or its agents or nominee in good and tenable condition complete with all locks and keys in good condition (reasonable wear and tear accepted).

ARTICLES

THE LESSOR COVENANTS

5.1 The Lessor hereby covenants to the Lessee as follows:

- 5.1.1 That the lessee paying the rent, observing and performing the several covenants and conditions as hereinabove on his part, shall peacefully hold unto and enjoy the tenancy of the Lease Premises throughout the term herein created WITHOUT interruption by the lessor or any person rightfully claiming under or in trust for the Lessor,
- 5.1.2 To pay and discharge ail land rent, property tax and any other taxes relating to the Lease Premises save for charges mentioned in Article 4.1.6 hereinabove which may become chargeable by the relevant authorities in respect of the lease Premises up to and including the date on which vacant possession of the Lease Premises is given to the Lessee.
- 5.1.3 During the continuance of the lease to remedy any major or structural faults affecting the convenient and proper use or occupation of the Lease Premises within reasonable time after their occurrence provided that such faults are not attributable to the neglect on part of the Lessee, his agents and/or employees or servants.



ARTICLE 6

THE LESSOR AND LESSEE'S DECLARATION

6.1 The Lessor and the Lessee hereby agree and declare that:

- 6.1.1 If at any time during the term herein granted the Lease Premises or any part thereof are damaged or destroyed making the same unsuitable for the residential purpose or by any cause whatsoever other than by the acts or negligence of the Lessee or their servants and or licencees and the Lease Premises are not restored within sixty (60) days after such damage or destruction, then and so often as it happens the Rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said period of sixty (60) days be suspended for as long as the Lease Premises or the damaged or destroyed part thereof remains unfit for use by reason of such damage or destruction.
- 6.1.2 If and whenever, during the said term any instalment of the said rent hereby reserved or made payable remain unpaid thirty (30) days after becoming payable, whether formerly demanded or not; or if and whenever there shall be covenants and conditions conferred or implied in this lease and on the part of the Lessee to be observed and performed; or if the Lessee becomes bankrupt for any reason whatsoever, it shall be lawful for the Lessor at any time thereafter notwithstanding any previous waiver of re - entry, to enter into upon the Lease Premises or any part thereof and repossess the Lease Premises. Upon such entry unto the Lease Premises the said term shall absolutely cease and determined but without prejudice to any rights or remedies which shall have accrued to the Lessor against the Lessee in respect of antecedent breach of any of the covenants herein contained or any breach or non-observance thereof,

ARTICLE 7

DISPUTE CLAUSE

- 7.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties, failing which the aggrieved Party may take legal action at any Court or Tribunal with jurisdiction to try the matter at the time of dispute.



ARTICLE 8

NOTICE AND RENEWAL OF THE AGREEMENT

- 8.1 This Agreement shall subsist for the term above stated and may be terminated by the Lessee upon giving notice of three (3) months prior to termination.
- 8.2 Notwithstanding anything to the contrary herein contained the provision of this Lease may (subject to the provision of any law in force to the contrary) be modified only by a written agreement between the parties.
- 8.3 The parties may renew this Agreement by giving each other a notice in writing three (3) calendar months prior to the expiry of this Agreement and upon the Lessor agreeing to extend the Lease subject to terms and conditions to be agreed before entering into a new Agreement. Such notice and any other communication or notice by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand to the party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or/and at such other address as such party shall have designated by notice to the other party giving such notice.
- 8.4 For the purposes of Notice under Article 8.3 above, the addresses of the Parties to this agreement are set herein below.

FOR: The Lessor,

KESSY Y. JANABI P.O. Box 1315, Dar es Salaam,

Tanzania. FOR: The Lessee,

TAI LE COMPANY P.O. Box 6595, Dar es Salaam, Tanzania.

ARTICLE 9

TERMINATION OF THE LEASE

- 9.1 This lease shall come to termination upon the occurrence of the following;
- a) Death or bankruptcy of the Lessee
 - b) Continued breach of the terms of this Agreement by either party
 - c) Demolition of the Lease Premises
 - d) Fundamental change of circumstances rendering it impossible for the parties herein to maintain this Agreement.



IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first herein above written in the following manner:

SIGNED and DELIVERED by the said

[Handwritten signature]

KESSY Y JANABI, who is

]

Known personally/ introduced to me by

]

The latter being known to me personally this

9th Day of *April* 2020

BEFORE ME:

Name:

Mashiku J. Sabasa

Signature:

[Handwritten signature]

Postal Address:

P.O. Box 76916 DSM

Qualification:

ADVOCATE



SIGNED and DELIVERED by the said

TAI LE COMPANY, Known

personally/ introduced to me by

黄为强

The latter being known to me personally this

9th Day of *April* 2020

BEFORE ME:

Name:

Mashiku J. Sabasa

Signature:

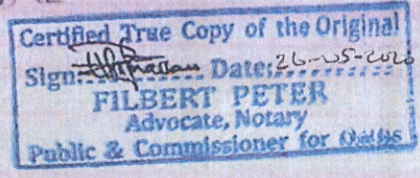
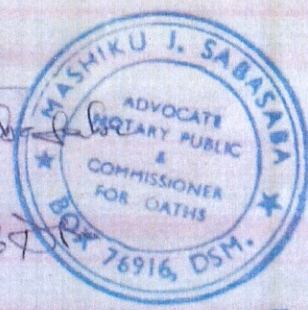
[Handwritten signature]

Postal Address:

P.O. Box 76916 DSM

Qualification:

ADVOCATE



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