

16A-26A-394

Lease Agreement

Between

ABDURAZACK JUMA

and

TANWAY INTERNATIONAL COMPANY LIMITED

CERTIFIED TRUE COPY OF THE ORIGINAL
JAPHET TENGA
ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS
SIGNATURE: 
DATE: 5/4/2023

**Lease Agreement between ABDURAZACK JUMA and TANWAY INTERNATIONAL
COMPANY LIMITED**

THIS AGREEMENT is made at Dar es Salaam this **14th March, 2023**

By and between

ABDURAZACK JUMA a natural person living for gain within the city of Dar es Salaam at Kijitonyama Block 42 Plot No. 416 and of Postal Office Box No 15150 Dar es Salaam, Tanzania (hereinafter called "**the Landlord**" which expression shall include his heirs, assigns, legal personal representatives, trustees, and successors in title) of the **ONE PART**.

and

TANWAY INTERNATIONAL COMPANY LIMITED, a limited liability companies incorporated and existing under the Companies Act, Cap. 212 of the Laws of the United Republic of Tanzania, having its business offices in Dar es Salaam, and of Postal Office Box No. 60154, Dar es Salaam, (hereinafter called "**the Tenant**" which expression shall include its successors in title) of the **OTHER PART**.

WHEREAS:

- (a) The Landlord is absolutely seized and possessed or otherwise well and sufficiently entitled to a house situated on Plot No 416 Kijitonyama, within the city of Dar es Salaam, hereinafter referred to as "**the demised premises**";
- (b) The Landlord has agreed to grant the Tenant a lease in respect of the said premises for a period of one year commencing on the **14th March 2023** without any interference, subject to terms and conditions laid down in this agreement;
- (c) The Tenant has agreed and hereby undertakes to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:

1 Lease

In pursuance of the said agreement the Landlord shall lease to the Tenant and the Tenant shall take on lease the residential house situated on Plot No 2055 Kijitonyama, within the city of Dar es Salaam herein referred to as 'the demised premises for three-year renewable term commencing from the **14th March, 2023 to the 13th March 2026** at a monthly rent of Tanzania Shillings (**TZS. 200,000**) per month payable quarterly).

2 Payment of the Rent

The rent herein reserved shall be paid by way of cash deposit to the Landlord's designated bank account/or otherwise as agreed by the two parties.



3 Renewal of the Term

Pursuant to the terms and conditions set out under this Agreement to be performed by the Tenant, the term of this Lease shall be renewed at the option of the Tenant by giving the Landlord at least Thirty day's notice of the intention to renew the Lease on the same terms and condition as set out herein.

4 Landlord's Warranties and Representations

The Landlord warrants and represent to the Tenant that he is the sole owner of the Premises herein demised and that he is legally capable and duly authorised to enter into this Lease and perform all the obligations set out herein. The Landlord further warrants and assures the Tenant that the Tenant shall enjoy peaceful possession of the Premises without any interference from the Landlord or any person claiming for, under, or, in trust for her and that he shall keep the Tenant free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.

5 Tenant's Rights and Obligations

The Tenant hereby covenants with the Landlord as follows:-

- 5.1 To pay the reserved rent at the time and in the manner herein provided;
- 5.2 To keep the interior of the demised premises and appurtenances thereof tidy and in good condition through out the term (fair wear and tear excepted);
- 5.3 To be responsible for security arrangements and keep the garden surrounding the demised premises in a tidy condition;
- 5.4 To allow the Landlord and/or his officers and agents at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premises;
- 5.5 The Tenant may, with the written consent of the Landlord assign, sublet or part with possession of the demised premises or any part thereof;
- 5.6 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- 5.7 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 5.8 Not to carry out any structural additions or alterations of the Demised Premises, inside or outside, without the prior written consent of the Landlord and which consent shall not be unreasonably withheld or delayed.

- 5.9 To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted;
- 5.10 The Tenant shall have the right, during the existence of this Lease, to attach fixtures in or upon the Premises hereby Leased, which fixtures, so placed in or upon or attached to the said Premises shall be and remain the property of the Tenant and may be removed there from by the Tenant prior to the determination of the Lease, or within a reasonable time after the Lease is terminated.

6 Landlord's Rights and Obligations

The Landlord hereby covenants with the Tenant as follows:

- 6.1 Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- 6.2 To insure or cause to be insured and keep insured the demised premises and the fixtures therein against loss or damage by fire and such other risks. as the Tenant deems desirable or expedient;
- 6.3 To ensure that the Demised Premises are in good tenantable condition and fit for human occupation;
- 6.4 To maintain the interior and exterior parts of the building together with the surroundings of the Demised Premises, which obligation shall include but not limited to:
- 6.4.1 The carrying out of repairs and maintenance of all structural elements and systems where required and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof;
- 6.4.2 Maintain and repair the water and sewerage and sanitary systems;
- 6.4.3 Maintain the wiring and electrical systems and assure constant supply of power, save where there is nation wide power problem from the national power supplier;
- 6.4.4 For the purpose of maintaining the Premises, the Landlord reserves the right to enter the Premises to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and, at Tenant's discretion;
- 6.4.5 The Landlord agrees to commence, carry out, and complete emergency repairs within 72 hours after receiving oral or written notice from the Tenant.

For repairs, which cannot be completed within two days after receiving notice from the Tenant, the Landlord agrees to present a completion schedule for acceptance by the Tenant. For any emergency repairs, which the Landlord does not handle in this manner, the Tenant may undertake the repair at Landlord's expense. Any funds expended by Tenant in this regard shall be deemed prepaid rent and a subsequent rental payment shall be reduced by this amount. If no additional rental payments are due the Landlord will make a direct refund to the Tenant.

- 6.5 The Landlord shall pay and discharge all rates, taxes, assessments, impositions, duties, charges, outgoings whatsoever which are now or may hereinafter become imposed or charged upon the Demised Premises;
- 6.6 If local laws require the Landlord to register this lease, he warrants that he will do so and, if so required by the Tenant in writing, he will provide the Tenant proof of registration within a reasonable time following the execution of this Lease or extensions thereof. The Tenant shall pay the costs of and incidental to the grant hereof including stamp duty and withholding tax that shall become payable by virtue of this transaction.

7 Landlord's Default

In the event the Landlord fails to fulfil any of his/her obligations under this Lease, and where this Lease specifically provides no other remedy for such failure, the Tenant is entitled either to terminate this Lease without prior notice, thereby receiving any outstanding unliquidated advances of rental payments, or, at its option, to take any measures which it deems necessary to establish the conditions contemplated by this agreement at the entire expense of the Landlord. The Tenant will notify the Landlord in writing of its intention to take action in accordance with this Clause prior to taking such action.

8 General Terms and Conditions

It is provided always and hereby expressly agreed and declared as follows:

- 8.1 If at any time during the term of lease for the Demised Premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the wilful act, neglect or default of the tenant or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;
- 8.2 Should the Tenant desire to vacate the demised premises during the continuation of the Lease, the Tenant shall give three months' written notice signifying such intention;

8.3 If the Tenant shall have reasonably performed and stipulations herein contained on his part to be performed termination of the term hereby granted, then the Landlor premises to the Tenant for the further term and on suc mutually determined by both parties.

9 Dispute Resolution

Any dispute or difference whatsoever which shall at any time here continuance of the lease or upon or after its discharge or determi parties hereto touching or concerning this lease or its constructi rights, duties or liabilities of the parties hereto or any of them t lease.

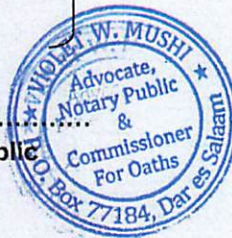
10 Execution Copies

This Lease shall be executed in duplicate; one shall be retain second by the Landlord.

In Witness whereof, the Landlord and the Tenant have put their res agreement on the day, month and year hereinbefore appearing.

Signed and delivered at Dar es Salaam by **ABDURAZACK JUMA** within the Landlord above named in my presence this 14 day of March, 2023

CERTIFIED TRUE COPY OF THE ORIGINAL
 JAPHET TENGA
 ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS
 SIGNATURE: [Signature]
 DATE: 14/03/2023 Advocate/Notary Public



Signed and delivered on behalf of the **TANWAY INTERNATIONAL COMPANY LIMITED** within the above-named Tenant this 14 day of March, 2023

Signature: [Signature]
 Qualification: **Advocate/Notary Public**



NB: For Notary Only.

START OF LEGAL RECEIPT

VIMER ADVOCATES
 P.O. BOX DAR ES SALAAM
 TEL NO: +255 769 680 252
 STREET: MWENGE
 TANZANIA
 TIN 139587774
 URN 40037182M
 SERIAL NUMBER 031202004214
 UIN 01INCOTEX777
 TANWAY INTERNATIONAL COMPANY LIMITED

TAX OFFICE KINONDONI

CUSTOMER NAME
 TANWAY INTERNATIONAL CO LTD
 CUSTOMER ID TYPE BUYER'S TIN
 CUSTOMER ID 125698635

RECEIPT NUMBER 5382
 ZNo 2/0835
 DATE 14-03-2023 TIME 15:59:23

ECR: 01 OP: 01

LEGAL SERVICES 20,000.00 A
 LEGAL SERVICES 0.00 A

TOTAL EXCLUSIVE OF TAX 16,949.15

TAX A-18.00% 3,050.85

TOTAL TAX 3,050.85

TOTAL INCLUSIVE OF TAX 20,000.00

CASH 20,000.00
 ITEMS NUMBER 2

RECEIPT VERIFICATION CODE
 E759CB5382



END OF LEGAL RECEIPT

Changamoto kwenye risiti pia
 bure TRA 000075054/0000759255

Whe = 240,000/-
 Sd = 24,000/-
 14/03/23