

ARUSHA INTERNATIONAL CONFERENCE CENTRE



LEASE AGREEMENT

FOR

RESIDENTIAL HOUSE

BETWEEN

ARUSHA INTERNATIONAL CONFERENCE CENTRE ('AICC')

AND

**M/S ADVENTURES ALOFT (T) LTD
P.O. BOX 17019
ARUSHA
Mob: 0685 250153**

Drawn by:
*Legal Services Unit,
Arusha International Conference Centre,
P.O. Box 3081,
Arusha,
Tanzania.*

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LEASE AGREEMENT FOR RESIDENTIAL HOUSE

THIS AGREEMENT is made and entered on this **30th June, 2024**

BETWEEN

ARUSHA INTERNATIONAL CONFERENCE CENTRE "AICC" a Public Corporation established under the laws of Tanzania to wit, the Public Corporations Act No. 17 of 1969 through the Government Notice No. 115 of 1978 (Cap. 257) having its head office at 'AICC' Complex, along East Africa Road and of P.O. Box 3081, Arusha - Tanzania (hereinafter referred to as "**the Landlord**" which expression where the context admits shall include its successors and assignees) of the one part.

AND

M/S ADVENTURES ALOFT (T) LTD of **P. O BOX 17019, ARUSHA** (hereinafter referred to as "**the Tenant**" which expression where the context admits shall include its successors and assignees) on the other part;

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WHEREAS, the **Landlord** is the registered proprietor of the demised premises and desires to lease the Premises to the **Tenant** and the **Tenant** desires to take the said Premises from the **Landlord** for the term, at the agreed rental amount and upon the provisions set forth herein.

NOW THEREFORE parties agree as follows: -

1. The Landlord leases to the Tenant **House No. UNDP-15 at Plot No. 22 "C", located at Kijenge, Arusha** for **Two Years Term** commencing from this **01st July 2024** (the Commencement date) up to **30th June 2026** (the End date) determinable as the terms and conditions hereinafter provided. This period may be extended upon the Tenant's one month written notice to the Landlord prior to the expiration of this Agreement.
2. **The Tenant covenants with the Landlord as follows: -**
 - i) To pay the reserved rent of **TZS 900,000.00** (VAT exclusive) per month payable not less than two months in advance. Payment shall be made by Control Number issued by the Landlord. Delinquent rent shall be charged an interest rate of 2% above prevailing commercial bank rates for the outstanding rent in arrears. The rent may be reviewed annually within the life of the contract.
 - ii) To pay the security deposit of **TZS. N/A** which is equivalent to three months' rent. The deposit shall not bear interest and the same or any part thereof, shall or shall not be refunded at the end of the term depending on the damage caused by the Tenant's wilful acts or by the Tenant's neglect, or non-observance of the covenants hereinafter in this agreement. At the end of the term hereby created the Landlord together with the Tenant, shall inspect and determine the cost of making good such damage or neglect, and the Landlord shall be entitled to realize such costs from the sum deposited.

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- iii) To bear, pay and discharge bills for garbage collection to the Landlord monthly.
- iv) If and whenever during the said term, the rent or any other sum due shall remain unpaid for 30 days from the date when such rent fell due, the Landlord shall serve the Tenant a one-month notice of intention to terminate its tenancy or lease agreement and if the rent is not paid within 30 days from the date of issuing the notice of reminder, the Landlord shall evict the Tenant without further notice.
- v) In case of rent increase, the Tenant shall pay the deferential amount in the rent sum of TZS. N/A to equate the formally paid-up security deposit to the current three months' rent.
- vi) If the Tenant is a company, shall keep the Landlord informed of any changes of ownership of the company, names and physical addresses of a new and additional Directors of the Company, if any. The Company should produce evidence from the Tanzania Revenue Authority (TRA) attested tax compliance. The employee of the company living in the house must produce evidence of employment with the company.
- vii) To enter into separate contracts with appropriate Authorities for utilities in order to pay for the said services and tender to the Landlord copies of proof of payment for the consumed services quarterly. The Landlord may also demand from the Authorities the proof of payment for the above services by the Tenant.
- viii) To take all reasonable care of all fixtures and fittings including windows, doors, cupboards, plumbing and electrical fittings in the demised premises and shall not cause any damage or suffer any damage to be done to the demised premises or to the decoration thereof and shall make good and pay for any damages thereto arising from wilful misconduct on its part or its servants or licensees and on the determination of the tenancy to deliver up the demised premises and all the fixtures and fittings therein in tenable repair and cleanliness fair, wear and tear accepted.
- ix) To use the demised premises for the purposes of private residence only.
- x) To permit the Landlord and his agents with all necessary workmen and appliances at all reasonable times to enter upon the demised premises for any purpose in the opinion of the Landlord necessary to enable him to comply with the covenants on his part contained in the lease so far as the Tenant does not perform the same.
- xi) Not to assign, sublet or part with possession of the demised premises or any part thereof without written consent of the Landlord.
- xii) Not to make or permit any alterations in or additions to the demised premises including the surrounding environments without prior written consent of the Landlord. If the Tenant wishes to make alterations/additions the written request for alterations/additions should indicate the type of alteration/additions that the Tenant wishes to make, accompanied with drawings and there should be a formal agreement signed by both parties before commencement of works. The works should be under supervision of the Landlord after such consent from the Landlord.
- xiii) Not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or other Tenants or occupiers of neighbouring houses.

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- xiv) Not to keep cattle, poultry or any other animals (domestic and wild) without prior written consent of the Landlord.
- xv) To take all necessary steps to prevent any encroachment upon the demised premises or the acquisition of any new right to light, passage, drainage or other easement over, upon or under demised premises and to give notice to the Landlord of any threatened encroachment or attempt to acquire any such easement.
- xvi) Insurance and security against personal properties shall be the obligation of the Tenant.
- xvii) To pay to the Landlord all charges, costs and expenses incurred by the Landlord at any time during the continuance of the term in abating nuisance pursuant to an order by the local authority or any other person (other than a nuisance in respect of any defect in the main structure of the demised premises).
- xviii) To fumigate the demised premises whenever necessary against pests, rodents, snakes and the like.
- xix) Not to plant seasonal or perennial crops in the surroundings of the demised premises.
- xx) To paint the interior walls of the demised premises annually and at the end of the tenancy period under the supervision of the Landlord.
- xxi) At all times during the tenancy term repair and keep the interior of the demised premises in good and substantial condition (fair wear and tear exempted)
- xxii) To seek and obtain a gate pass from the Landlord when in need of access into or out of the estates for personal belongings.

3. The Landlord hereby covenants with the Tenant as follows: -

- i) The Tenant paying rent hereby reserved performing and observing the several covenants on his part and the conditions herein contained shall peacefully hold and enjoy the demises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust of him.
- ii) To repair and keep the exterior of the demised premises and all additions thereto (except the windows) and the main drains and the boundary walls and fences.
- iii) To keep the tidiness and cleanliness of the immediate surroundings and vicinity of the demised premises including trimming hedges to a height not exceeding 1.5 meters, to put flowers in a good-looking condition and to yield up the same in such tidiness cleanliness, and tenable repair at the determination of the tenancy.
- iv) To give to the Tenant a notice specifying any repairs, cleaning, maintenance and painting that the Tenant has failed to execute in breach of the terms of this lease agreement and to request the Tenant to execute the same as soon as reasonably practicable.
- v) The Landlord shall have the right to review rent when a reasonable need arises thereof. The said reasonable need arise shall include, but not limited to the following:
 - a) Where the Landlord will renovate the demised premises to make it more *we* habitable, modern

- b) Where the market value of that particular place has changed to attract rent increase,
- c) Where that particular place has been changed in status in accordance with Government or City order/decision.

4. GENERAL PROVISIONS

- i) If the Tenant is desirous of continuing with the tenancy hereby created, shall issue a one-month notice to the Landlord of his intention to do so **UNLESS** the said notice is given and subject to acceptance by the Landlord in writing, this Lease Agreement shall cease as aforesaid and payment of rent by the Tenant and acceptance of the same by the Landlord shall not operate as to create a tenancy arrangement of whatever form and the Tenants' continued occupation shall be trespassing as from the date of cessation unless renewed.
- ii) If the demised premises or any part thereof shall at anytime during the tenancy be destroyed or damaged by fire or its wall be cracked severally or in case of any major leakage or such other eventuality so as to render the premises become unfit for human habitation, this contract shall be terminated automatically or Landlord agree with the Tenant on the amount of rent thereof according to the nature and extent of the damage sustained or habitable area.
- iii) That the Landlord may determine this tenancy and re-enter upon the premises in the event of any portion of rent hereby reserved being in arrears for thirty (30) days or the Tenant failing to observe any of the covenants on his part herein contained or in the event of the Tenant failing to pay the bills for utility services exceeding two months or where a house is left unoccupied and unattended for a period exceeding one month or in the event where the Tenant has repeatedly accumulated rent after clearing the previous accumulation.
- iv) The Landlord shall, upon issuing notice of termination of the Agreement occasioned by the Tenant's default in rent payment, reserve the right to retain the Tenant's properties at the expense of the Tenant to recover the accrued rent.
- v) Upon expiration of twenty-one (21) days from the date of retaining the properties, the Landlord shall have the right to auction the properties to recover the accrued rent. This will not be a bar to the Landlord to take any further legal actions in case the properties have not sufficed to pay for the accrued rent.
- vi) In execution of Clause 4(iii) the Tenant may be evicted from the demised premises. In all cases, the Landlord will not be responsible for the loss or damage of properties as a result of the repossession exercise.
- vii) In the event that the Landlord wishes to re-possess the house for owner occupation a ninety (90) days notice shall be served to the Tenant addressed to the address herein-above provided or to the demised premises and upon expiration of such notice the Tenant shall deliver possession of the premises to the Landlord.
- viii) Where the Tenant is absent from the demised premises for a period exceeding one month, a notice should be given to the Landlord indicating the name and a

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passport size photograph of the person who will be left behind for house warming. The Landlord reserves the right to accept such an arrangement.

- ix) The Tenant shall hand over the demised premises to the Landlord in case he is expected to be absent from the premises for more than one year or for longer than the term specified in the agreement. The demised premises will be allocated to another Tenant and the outgoing Tenant may apply for allocation of another house on return.
- x) The Landlord shall not be responsible to the Tenant or to anyone at the demised premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises, except to the extent that such an accident, happening, injury, damage or loss include to the act or neglect of the Landlord or any person authorised by the Landlord.
- xi) Either party can terminate this agreement by giving the other party ninety (90) days' notice.
- xii) All disputes and controversies arising out or relating to the performance of this Agreement, which cannot be settled mutually by the parties hereto, shall be referred to the court of competent jurisdiction.
- xiii) This agreement shall be governed by and interpreted in accordance with the Laws of the United Republic of Tanzania.
- xiv) Any notice to be given under this agreement may be given by sending the same by post or e-mail to the party concerned at its address as given herein below or if delivered by hand and receipted for by the party. In case of the Tenant, the notice may be served to the demised premises.

Notice in case of the Landlord: -

Managing Director,
Arusha International Conference Centre,
P.O. Box 3081,
Fax: +255 27 2050 201
Email: md@aicc.co.tz
Website: www.aicc.co.tz

Notice in case of the Tenant:

Name: ADVENTURES ALOFT (T) LTD
P.O. Box 17019 ARUSHI
Fax:
Phone No: 0685 250153
E-mail: gmtz@mada.hotels.com

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IN WITNESS WHEREOF parties hereto have duly executed these presents in the manner and on the day herein below appearing.

SEALED with the COMMON SEAL of the said ARUSHA INTERNATIONAL CONFERENCE CENTRE and DELIVERED at ARUSHA this 15th day of July 2024.

NAME: CHRISTINE G. MWAKATOBE
DESIGNATION: MANAGING DIRECTOR
POSTAL ADDRESS: P. O. BOX 3081, ARUSHA
SIGNATURE: *[Handwritten Signature]*



IN THE PRESENCE OF:
NAME: WINFRED E. KOMBA
DESIGNATION: *[Handwritten Initials]* HEAD OF LEGAL SERVICES UNIT
POSTAL ADDRESS: P. O. BOX 3081, ARUSHA
SIGNATURE: *[Handwritten Signature]*
DATE: 15.07.2024

SIGNED and DELIVERED by the TENANT:
NAME: MATTHIAS P. MARINA
This 06th day of JANUARY 2025
DESIGNATION: HUMAN RESOURCES
POSTAL ADDRESS: 17019 ARUSHA
PHONE No: 0699 039842
SIGNATURE: *[Handwritten Signature]*



WITNESSED BY:
NAME: LESERIAN NELSON
DESIGNATION: *[Handwritten Signature]*
POSTAL ADDRESS: 10206 ARUSHA
PHONE No: 0763 62 3533
SIGNATURE: *[Handwritten Signature]*
DATE: 07-01-2025

