

LEASE AGREEMENT

THE AGREEMENT is made this Day of November 2020 BETWEEN JOSEPH JOHN MSAMBICHAKA of Post office 32895, Dar es Salaam Telephone number (hereinafter referred to as the "LANDLORD" which expression where the context to admits include his heirs, assignees and successors in title)

AND

NAOMI MIRIAM MWAZAMBEI CHYNUA
..... of address P.O. Box.....,
MBEYA, Telephone number 0737229216 (hereinafter referred to as the "TENANT") - which expression includes heirs or assignees), the building erected on the Land Registered as Plot No. 83, Block KK, BAKALELE Street, ITEZI Magharibi Ward, Mbeya City, Mbeya District, Mbeya Region (hereinafter referred to as the "demised Premises").

WHEREAS IT IS MUTUALLY AGREED as follows:

1. LANDLORD agrees to lease the demised Premises to TENANT and TENANT agrees to lease from LANDLORD, according to the terms and conditions set forth herein.
2. The LANDLORD do hereby lease and the TENANT does take for Lease the House with 5 Bedrooms, 2 Kitchens, 4 Bathrooms, 2 Sitting rooms, 2 stores situated on Plot No. 83, Block KK, BAKALELE Street, ITEZI Magharibi Ward, Mbeya City, Mbeya District, Mbeya Region for the term of TWELVE Months renewable at each party's option, subject to mutual agreement, at a monthly rent of TZS. 500,000/= (Five Hundred Thousand Shillings Only).
3. The tenancy shall be for a period of TWELVE MONTHS (12) effective from 20/10/2020 to 19/11/2021.
4. The Agreement may be renewed/extended on mutual terms on one months' prior notice in writing before expiry of the tenancy period.
5. Upon the expiration of the tenancy agreement period or the termination of this Agreement, TENANT will deliver and surrender to LANDLORD possession of the demised Premises immediately, clean and in as good condition and repair as the demised Premises was at the commencement of the Term, reasonable wear and tear excepted namely keys, appliances and fittings.
6. The tenancy is for residential purposes.
7. The rent shall be TZS. 500,000/- (FIVE HUNDRED THOUSAND SHILLINGS ONLY (in words)) per month payable in a lump sum in advance for SIX (6) Months' rent.
8. The TENANT has paid a SIX (6) Months' rent on the date of execution of this agreement amounting to TZS. 3,000,000/- (THREE MILLION ONLY (in words)).

Signatures: Landlord





Tenant



9. The TENANT shall pay rent for the subsequent tenancy periods of Six (6) Months on the following dates 19/05/2021 ~~19/11~~
10. If the TENANT delays payment of rent for at least SEVEN (7) days after due date, the TENANT agrees to pay an interest of FIFTEEN (15) percent of the amount due per Day.
11. TENANT will pay rent to Landlord in person by of cash or electronic transfer.
12. Upon signing this Agreement, TENANT will pay a security deposit in the amount of TZS. (.....) to the LANDLORD. The security deposit will be retained by LANDLORD as security for TENANT's performance of its obligations under this Agreement. The security deposit may not be used or deducted by TENANT as the last month's rent of the Term.
13. TENANT will be entitled to a full refund of the security deposit if TENANT returns possession of the demised Premises to LANDLORD in the same condition as accepted, ordinary wear and tear excepted. Within () days after the termination of this Agreement, LANDLORD will return the security deposit to TENANT (minus any amount applied by LANDLORD in accordance with this Agreement). Any reason for retaining a portion of the security deposit will be explained in writing.
14. LANDLORD and TENANT agree to comply with all applicable laws of Tanzania. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Tanzania.
15. Should the TENANT terminate this agreement before expiration of the lease term granted herein, the TENANT shall give a written notice of termination, in writing, at least one month in advance i.e. prior to the intended date of termination. Rent already paid shall not be refunded. Termination can also be effected by the LANDLORD under the same terms, save that in case of termination by the LANDLORD refund shall be made on the remaining lease term computed from the date of termination.
16. THE TENANT COVENANTS WITH THE LAND LORD:
- (i) TENANT will pay the rent in advance in the manner aforesaid.
 - (ii) TENANT will not engage in any objectionable conduct, including behaviour which will make the demised Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. TENANT will be liable for any damage occurring to the demised Premises and any damage to or loss of the contents thereof which is done by TENANT or TENANT's guests or invitees.
 - (iii) TENANT will maintain the demised Premises, including all appliances and fixtures in clean, sanitary and good condition and substantial repair throughout the said term.
 - (iv) TENANT will not remove LANDLORD's appliances and fixtures from the demised Premises for any purpose.
 - (v) All minor repairs shall be carried out by the TENANT at the TENANT's own costs.

Signatures: Landlord [Signature] Tenant [Signature]

- (vi) The TENANT shall neither alter the structure of the demised Premises nor renovate any building or fell any trees without the prior written consent of the LANDLORD.
- (vii) If repairs other than general maintenance are required, TENANT will notify LANDLORD for such repairs.
- (viii) In the event of default by TENANT, TENANT will reimburse LANDLORD for the cost of any repairs or replacement.
- (ix) TENANT will also maintain the grounds, which is part of the demised Premises.
- (x) TENANT will not make any alteration, addition or improvement to the demised Premises without first obtaining LANDLORD's written consent. Any and all alterations, additions or improvements to the demised Premises are without payment to TENANT and will become LANDLORD's property immediately on completion and remain on the demised Premises, unless LANDLORD requests or permits removal, in which case TENANT will return that part of the demised Premises to the same condition as existed prior to the alteration, addition or improvement.
- (xi) TENANT will not change any existing locks or install any additional locks on the demised Premises without first obtaining LANDLORD's written consent.
- (xii) TENANT will be liable for the cost of any cleaning and/or repair to correct damages found at the end of the Term, normal wear and tear excepted.
- (xiii) TENANT to bear, pay and discharge all charges for water, sewage charges and electricity consumed on the demised Premises. Water and electricity consumed at the demised Premises during the entire period of the tenancy shall be paid for by the TENANT. All bills in that respect shall be promptly paid.
- (xiv) TENANT shall submit receipts after payment of Water Utility bills.
- (xv) TENANT will NOT assign this Agreement as to any portion or all of the demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the demised Premises.
- (xvi) In the event of any default under this Agreement, LANDLORD may provide TENANT a written notice of default and an opportunity to correct such default. If TENANT fails to correct the default, LANDLORD may terminate this Agreement by giving a one Month written notice.
- (xvii) If the default is TENANT's failure to timely pay rent or additional rent as specified in this Agreement, LANDLORD may terminate this Agreement by giving a one Month written notice to TENANT. After termination of this Agreement, TENANT remains liable for any rent, additional late costs, including costs to remedy any defaults, and damages under this Agreement.
- (xviii) TENANT shall not keep on the demised Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the demised Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Signatures: Landlord  Tenant 

- (xix) If TENANT pays the rent and performs all other obligations under this Agreement, TENANT may peaceably and quietly hold and enjoy the demised Premises during the Term.
- (xx) TENANT not to cause annoyance, nuisance to neighbours or occupiers of adjoining properties;

17. THE LANDLORD COVENANTS WITH THE TENANT:

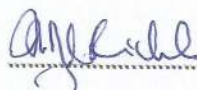
- (i) LANDLORD to allow the TENANT quiet enjoyment of the demised Premises during the tenancy period.
- (ii) LANDLORD to pay all rates, taxes and assessments other than electricity and water.
- (iii) LANDLORD to ensure that the demised Premises is fully serviced with amenities such as water and electricity.
- (iv) LANDLORD not to raise or review rent within the tenancy period of 12 months from the date hereof.
- (v) LANDLORD shall give a three months' written notice before the expiry of the paid up period of the lease if the LANDLORD wishes to increase the rent.
- (vi) LANDLORD or its agents may enter the demised Premises at mutually agreed time to inspect the demised Premises, to make any alternations, improvements or repairs or to show the demised Premises to a prospective tenant, buyer or lender.
- (vii) In the event of an emergency, LANDLORD may enter the demised Premises at any time.
- (viii) LANDLORD is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the demised Premises, unless resulting from the negligence or wilful misconduct of LANDLORD.

18. The following reasons may lead to Termination of the Agreement:

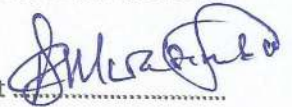
- (a) Troublesome or quarrelsome TENANT or occupants even after being warned.
- (b) TENANT or occupants activities which endanger him/herself, other occupants, neighbours or properties even after being warned
- (c) TENANT or occupants engaging in unlawful activities or facilitating unlawful activities.
- (d) TENANT frequently delays payment of rent.
- (e) TENANT or occupants not adhering to cleanliness
- (f) TENANT or occupants change use of the tenancy without prior consent of the LANDLORD
- (g) TENANT Delays in payment of water bills or using water without payment of water bills.
- (h) TENANT or occupants make illegal connections of water or electricity system with aim of avoiding payment of the utility bills.
- (i) TENANT or occupants contravene this Agreement.

19. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

Signatures: Landlord



Tenant



20. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.
21. Any dispute arising from this Agreement shall be resolved through negotiation. If the dispute cannot be resolved through negotiation then the dispute will be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration.
22. This Agreement may be amended or modified only by a written agreement signed by the Parties.
23. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year in the manner hereinafter appearing:

SIGNED and DELIVERED by the said
Prof. JOSEPH JOHN MSAM BICETAKA who is identified to me
 By _____ /who
 is known to me personally in my presence, at MBEYA
 on this 7th day of NOVEMBER 2020.

[Signature]
 LANDLORD

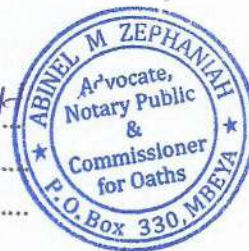
WITNESS:
 NAME: ABINEL M. ZEPHANIAH
 QUALIFICATION: ADVOCATE
 POSTAL ADDRESS: 330 MBEYA
 SIGNATURE AND STAMP: [Signature]



SIGNED and DELIVERED by the said
NAOMI MIRIAM MWASAMBU who is identified to me
 By CHRISTOPHER TULIA SAMBU /who
 is known to me personally in my presence, at MBEYA
 on this SEVEN day of NOVEMBER 2020.

[Signature]
 TENANT

WITNESS:
 NAME: ABINEL M. ZEPHANIAH
 QUALIFICATION: ADVOCATE
 POSTAL ADDRESS: 330 MBEYA
 SIGNATURE AND STAMP: [Signature]



Signatures: Landlord [Signature] Tenant [Signature]

JAMHURI YA MUUNGANO WA TANZANIA.

OFISI YA WAZIRI MKUU TAWALA ZA MIKOA NA SERIKALI ZA MITAA

MKATABA WA MAUZIANO YA SHAMBA /MJI.

OFISI YA KITONGOJI CHA NKESO C. MABABU KYELA

Mimi RUIDA NDAZI nikiwa na akili timamu na kwa hiyari yangu mwenyewe nimeamua kumuuzia shamba langu ndugu CHRISTOPHER A. MWASAMBILI lililopo kijiji cha MABABU kitongoji cha NKESO C kata ya MABABU wilaya ya KYELA mkoa wa MBEYA Kwa gharama ya Tsh: 13,500,000 (kwa maneno MIZIONI KUMI NA TATU NA LAKI IANO TU) Ametoa Tsh: 13,500,000 (kwa maneno MILIONI KUMI NA TATU NA LAKI IANO)

Shamba lina vipimo vifuatavyo:-

Mashariki METRES 32(M) Magharibi 45M na sm 90 Kaskazini 82M na sm 40 Kusini 82M na sm 40

Mipaka ya shamba ni kama ifuatavyo :-

Mashariki linapakana na RUIDA NDAZI Magharibi linapakana na PILI KAJWANGA kusini linapakana na LUPAKISYO kasikazini linapakana na RUIDA NDAZI Mazao yaliyomo shambani ni KOKOA NA MICHIKICHI

Kama madai au mzozo wowte kuhusiana na mauziano haya utajitokeza basi madai yaende kwa muuzaji na sio kwa mnunuzi.

UTHIBITISHO WA MUUZAJI

Jina la muuzaji RUIDA NDAZI saini ya muuzaji



MASHAHIDI WA MUUZAJI

- 1. Jina la sahidi FELICK MBOGELA uhusiano MTOO saini ya sahidi FELICK
2. Jina la sahidi NELLY MBOGELA uhusiano MTOO saini ya sahidi N. MBOGELA
3. Jina la sahidi PATISONI MBOGELA uhusiano MTOO saini ya sahidi PATISONI

Jina la mnunuzi CHRISTOPHER A. MWASAMBILI saini ya mnunuzi

MASHAHIDI WA MNUNUZI.

- 1. Jina la sahidi JOSEPH A. MWAMUNGU uhusiano NDUGU saini ya sahidi JOSEPH
2. Jina la sahidi JOHN S. MWAMPUNGU uhusiano NDUGU saini ya sahidi JOHN
3. Jina la sahidi NAOMI M. MWASAMBILI uhusiano MTOO saini ya sahidi NAOMI

UONGOZI WA SERIKALI YA KITONGOJI

JINA SAINI
1. Katibu wa kitongoji AMBUKEGE MBAMBA A-Mbamba
2. Balozi AMBUKEGE MBAMBA A-Mbamba
3. Mwenyekiti wa kitongoji HEWERA JI MAMUNGU HAWERA

TAREHE: 17/6/2020 MHURI WA SERIKALI

OFISI YA KITONGOJI CHA NKESO C. MABABU KYELA

HALMASHAURI YA WILAYA YA MBEYA

OFISI YA AFISA MTENDAJI

KITONGOJI
KIJI CHA ITIMBA

TAREHE... 09/08/2017

MAMLAKA YA M.JI MDEGO MBALI
 AFISA MTENDAJI
 KITONGOJI CHA ITIMBA

MKATAWA HATI YA MAUZIANO YA MASHINE BAIKIKEL SHAMBA, ENEO, PIKIPIKI NK

MIMI LOZINA JOHN MBEWA NIMEPOKEA TSH 2,000,000/-
 Kwamaneno MILIONI mbili Tu kutoka kwa ndugu
 CHRISTOPHER ANDREW MWASAMBILI kwa ajili ya kumuuzia shamba
 mashine ,baisikel, eneo, pikipiki nk. SHAMBA lipo kitongoji
 cha ILOTA - ITIMBA lenye ukubwa na urefu wa
 Tsh 2,000,000/- Mhoni mbili bado Tsh
 Tarehe ya kumaliza malipo ni 09/08/2017

MBELE YA USHAHIDI UFUATAO

JINA LA MUUZAJI NA MASHAHIDI

- 1. LOZINA JOHN MBEWA SAHIHI
- 2. Peter JONNI MBEWA SAHIHI P. MBEWA
- 3. MAIKO SUADA MWA SANTI SAHIHI MAIKO

JINA LA MUNUNUZI NA MASHAHIDI

- 1. CHRISTOPHER ANDREW MWASAMBILI SAHIHI
- 2. JOSEPH MUSELE JAGUWA 0784-050338 SAHIHI
- 3. GIDIONI BUKUKU 0762161945 SAHIHI

0629832195

UTIBITISHO WA OFISI
 MWENYEKITI WA KITONGOJI
 MUMBE ANNA J.

LASTON S. Sambili mwa SAHIHI
 Bukuku SAHIHI ANA

SALIMU YA AFISA MTENDAJI

Imani m. Mburu SAHIHI

MAMLAKA YA M.JI MDEGO MBALI
 AFISA MTENDAJI
 KITONGOJI CHA ITIMBA

MKATABA WA KUUZIANA KIWANJA

Mkataba huu unafanyika leo tarehe ²⁴.....Mwezi wa ⁰⁷..... Mwaka ²⁰¹⁷..... kati ya

NDUGU LOSINA PETER-MBEWA wa S. L. P. 185, **Utengule-Mbeya**, mkazi wa kata ya Utengule Usongwe, kitongoji cha Itimba na mtaa wa Ilota Mkoa wa Mbeya, ambaye katika mkataba huu ni muuzaji kwa upande mmoja,

Na

NDUGU CHRISTOPHER ANDREW MWASAMBILI wa S.L.P. 438, **Mbeya**, ambae katika mkataba huu anajulikana kama mnunuzi kwa upande mwingine.

MKATABA HUU UNASHUHUDIA KWAMBA:-

- (a) **Kwamba** Muuzaji ni mmiliki halali wa Kiwanja kilichopo eneo la kata ya Utengule Usongwe, kitongoji cha Itimba na mtaa wa Ilota Mkoa wa Mbeya.
- (b) **Na kwamba** kiwanja hicho hakina deni wala kuwekwa rehani katika taasisi yoyote ya mikopo.
- (c) **Na kwamba** kiwanja hicho Hakijapimwa.

MNUNUZI NA MUUZAJI WANAKUBALIANA YAFUATAYO:-

1. Kwamba **Muuzaji** anauza na **Mnunuzi** ananunua kiwanja hicho kwa kiasi cha shilingi Milioni Saba tu (**7,000,000/=**)
2. Na kwamba fedha hiyo inalipwa kwa awamu tatu, ambapo awamu mbili za mwanzo zimeshafanyika na kubaki awamu moja ambayo ni ya deni lililobaki.
3. Na kwamba Muuzaji anakiri kupokea kiasi cha shilingi milioni mbili, laki mbili na elfu hamsini (**2,250,000/=**) tarehe **19/07/2017** na shilingi milioni moja, laki saba na elfu hamsini (**1,750,000**) tarehe **20/07/2017**. Hivyo kuleta jumla ya shilingi milioni Nne (**4,000,000**) za kitanzania fedha taslimu kama malipo ya awali katika mkataba huu.
4. Na kwamba kiasi shilingi milioni tatu (**3,000,000**) kimebaki kama deni kwa Mnunuzi na ameahidi kulipa mwezi wa Nane (8) mwaka 2017 kama awamu ya mwisho ya malipo ya mauziano ya kiwanja tajwa.
5. Na kwamba mnunuzi atakuwa mmiliki halali wa kiwanja tajwa hapo juu mara tu baada yakumaliza kulipa kiasi cha shilingi million tatu (**3,000,000**) iliyobaki kama deni katika mkataba huu.
6. Na kwamba Mnunuzi atawajibika kulipia gharama zote zinazohusiana na kiwanja husika za Ubadilishaji na Urasimishaji umiliki katika mamlaka zinazotambulika.

7. Na kwamba mkataba huu unatawaliwa na kulindwa na sheria za Jamhuri ya Muungano wa Tanzania, na upande wowote utakaoonekana kutoa taarifa za uongo au kukiuka masharti ya mkataba huu hatua za kisheria zitachukuliwa dhidi yake.

MKATABA HUU umesainiwa hapa MBEYA leo tarehe ²⁴ Mwezi wa ⁰⁷ Mwaka 2017.



LOSINA PETER MBEWA
(MUUZAJI)

CHRISTOPHER ANDREW MWASAMBILI
(MNUNUZI)

MBELE YANGU:

JINA: Beatrice Mwachande

SAHIHI: Bili



KAMISHNA WA VIAPO.

Natubikisha kushuhudia Mnunuzi
akimaliza kulipa kiasi cha Shilingi milioni
Tatu tu, (3,000,000/-) kama fedha iliyobaki
kuna kufanya jumla ya kiasi kilicholipwa kwa
Shilingi milioni Sabu (7,000,000/-). Hiiyo Mnunuzi
hudaawi fedha yoyote katika Mkataba huu.

Bayanji

Leo tarehe 17/08/2017.

