

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT is made this Tuesday day of 6 2021**

### **Between**

ALI SHARIF OMARY P.O.BOX 1342 of (hereinafter referred to as “the Lessor” which expression shall where the context so admits include his successors and assigns) of the one part:

SHUNFA POWER CO. LIMITED P.o. box 33772 Plot no.88 Ngobanya Street, KIMBIJI-KIGAMBONI Dar Es Salaam (hereinafter referred to as “the lessee” which expression shall where the context so admits include her successors and assigns) of the one part:

WHEREAS the lesser is the owner of all that property Plot. No 88 Ngobanya Street KIMBIJI-KIGAMBONI Dar es Salaam (hereinafter referred to as the “ Demised Premises”) and is desirous of leasing the same for a consideration of the rent and the Lessee’s covenants hereinafter reserved and contained.

AND WHEREAS THE Lessee is desirous of taking on lease the said Demised premises for the said consideration and upon the conditions and the terms hereinafter appearing.

AND WHEREAS THE Lessee is desirous of making some improvements on the Demises premises at her own cost and the Lessor has agreed to the Lessee’s request.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The period of tenancy shall be ten years starting from the 6<sup>t</sup> , July 2021 to 5-01-2031 with the optional for Renewal.
  
2. The rent shall be 600,000 per month x 10 years

### **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-**

- a. To pay the reserved rent on the days and in the manner aforesaid.

- b. Not to assign or part with the possession of the Demised Premises or any part Thereof without the written consent of the Lessor;
- c. To permit the Lessor and / or his agent with or without workmen, at Reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon premises to examine and / or to execute major repairs To the said premises under the Lessor covenants in that behalf.
- d. To use Demised Premises initially for residential and commercial / restaurant Purposes and thereafter for other purposes to be agreed on between the Lessor And the Lessee.
- e. To pay any charges or fees levied by the Dar es salaam city council in connection with any signboard, hoarding or advertisement erected in or on the demised premises by the Lessee.
- f. To pay, bear and discharges all charges for electricity and water consumed in the Demised Premises and for all telephone charges whether for calls mad or otherwise in respect of telephone services to be installed by the Lessee in the Demised Premises.
- g. To keep the Demised Premises in good state of repaid (reasonable wear and Tear excepted) and to pant the premises and repair all breakage and damage As required by health authorities.
- h. Not to make any alteration or addition to the Demised Premises without the written consent of the Lessor. Such consent shall not be withheld unreasonably.
- i. Unless the lease is renewed to surrender vacant possession of the Demised Premise to the Lessor by the expiry of the contractual period to the Demised Premises in clean and good tenantable condition all the Modification intact.

**THE LESSOR HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:-**



- a. That the Lessee performing the obligations on its part herein contained Shall peacefully enjoy the occupation of the Demised Premises during the Said term without any interruption from the Lesser or any person rightfully
- b. To pay land rent and other statutory charge

**PROVIDED ALWAYS IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT;-**

- a. If the Lessor wants to dispose of Demised Premises he should notify the Lessee in writing of his decision to do so and the Lessee's interests should be expressly taken care of in the sale agreement.
- b. If the Lessee wants to modify, add or erect new structures on the Demised Premises the Lessee shall be responsible to secure all the necessary permits as may be required under land and city laws and regulations.
- c. If the rent hereby reserved or any part thereof shall be unpaid for thirty(30) Days after becoming payable (whether formally demanded or not) or if any Covenant on the part of the Lessee herein contained shall not be performed or observed then and in any of the said case and so often as the same shall Happen it shall be lawful for the Lessor at any time thereafter to re-enter the Demised Premise or any part thereof in the name of the whole and there Upon this demise shall immediately determine but without prejudice to the Right of action of the Lessor for any antecedent breach of the Lessee's Covenants herein contained.
- d. This contract can be renewed by the Lessee giving the Lessor one year Notice of his intention to renew the contract.
- e. This agreement can be terminated at the discretion of either party by giving The other one year notice.
- f. Any notice served under or in respect of this lease may be served by Posting the same to the above given postal address in prepaid envelope or By dispatch and in the case of a notice to the Lessee by delivering it to the Demised Premise

This agreement shall be governed by the laws of the united Republic of Tanzania..

IN WITNESS WHEREOF the parties here to have executed these presents on the



day and year hereinafter appearing.

SIGNED and DELIVERED by the said  
Who is ALI SHARIF OMAR  
personally known to me .....the  
Latter being known to me personally, in my  
presence this ..06...day of ..JULY..., 2021.

[Signature]  
.....  
LESSOR

Signature: .....  
Postal Address: PO BOX 77418 DSM  
Qualification: ADVOCATE



SIGNED and DELIVERED by the said  
SHUNFA POWER CO. LTD who is personally known to  
me .....  
the latter being known to me personally, to  
my presence this ..06...day of ..07..., 2021.

419 P.X.O  
.....  
LESSEE

Signature: .....  
Postal Address: PO BOX 77418 DSM  
Qualification: ADVOCATE



STP - 72,000/-  
WAT - 360,000/-  

---

432,000/-  

---

13/9/2021

STAMP DUTY  
TShs. 432,000/- Collected  
Receipt No. 99841394487 14/9/21  
[Signature]

