

LEASE AGREEMENT.

THIS AGREEMENT is made on the 10th day of May 2022.

BETWEEN

L&R ASSOCIATES LIMITED, of Dar es salaam (hereinafter referred to as the "**LESSOR**" where the context so admits includes his successors and assigns) of the other part.

AND

ALPHA RAISER COMPANY LIMITED, of Dar es salaam (hereinafter referred to as the "**LESSEE**" where the context so admits includes his successors and assigns) of the other part.

WHEREAS:

- A. The Lessor is the owner of a property situated at Plot 272, Kerege, Mikocheni Bagamoyo, Pwani hereinafter is referred as "**DEMISED PREMISES**" and is desirous to lease the same to the lessee free from any encumbrances; and
- B. The Lessee is willing to lease the **DEMISED PREMISES** from the Lessor, for the term, at rent and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1.0 TERM OF THE TENANCY:

The period for tenancy herein referred as the "Lease Period", shall be for a term of **THREE YEARS** starting from **20/05/2022** up to **19/05/2025**.

- a) The tenant has the option to renew the lease for a further period and the tenant shall notify the landlord of such intention 14 days prior to the expiry of the first contractual period. Renewal for a further tenancy period as shall be agreed will carry an increment on rent, the amount of which shall be determined and mutually agreed. Other terms and conditions will remain the same.
- b) The Lessor or Lessee shall notify the other of an intention to terminate the lease prior to the expiry of the lease period by giving 14 days'notice.

- c) In the event that, the Lease Agreement is terminated the tenant will be entitled to a refund of the balance of the rent paid in advance.

2.0 RENT PAYABLE:

That with effect from **20 /05/2022** the Lessee shall pay rent for the demised premises. That the rent chargeable shall be **Tanzanian Shillings Three Hundred Thousand for every months (TZS 300,000/=)**.

3.0 THE TENURE

That this **LEASE AGREEMENT** shall have a tenure of **THREE MONTHS**.

4.0 THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- (a) Lessee shall pay withholding tax and provide receipt to the Lessor within 7 days.
- (b) That, the Lessee shall pay **STAMP DUTY FEES** in connection with the preparation, execution and the validation of the **LEASE AGREEMENT**.
- (c) To pay service charge which will cover charges for water, sewage, electricity, garbage, parking and security.
- (d) At all material time during the said term to keep the premises including doors, windows, water taps, electric light fittings and other Lessor's fixtures and fittings in good and tenantable repair, damage arising from natural disasters or other force majeure such as earthquake, thunderstorm, volcanic eruption, war, turmoil or reasonable and proper use excepted.
- (e) Not to make any alterations in or additions to the premises without the consent of the Lessor which consent shall not be unreasonably withheld or delayed.
- (f) Not to cut, maim or injure any of the walls or timbers of the premises on the said building or suffer or permit the same to be done save as may be reasonably required.

- (g) To use the DEMISED PREMISES for all legally allowed/ accepted use only in accordance with the laws of the United Republic of Tanzania.
- (h) Not to lease the premises without the written consent of the lessor, such consent shall not be withheld unreasonably.
- (i) To buy insurance for their own properties.

To provide adequate security for his/her properties and all his /her goods kept in the demised premises. The Lessee acknowledges and agree that, the Lessor shall not be liable for any theft or loss on the demised premises during the entire period of the Lease.

- (j) The lessee shall always make sure that he provides is serious patients with wheel-chairs and other necessary facilities.
- (k) Save for the legitimate business of the Lessee not to conduct any other business or acts that will cause disturbance to other tenants.
- (l) The Lessee clients, patients, agents, employees shall use the back door as it shall be so directed by the Lessor.
- (m) The Lessee is to give the Lessor or anyone authorized by him in writing access to the property on seven days written notice except in the emergency for the following purposes;
 - i. Inspecting the condition of the property or how it is being used
 - ii. Doing works which the landlord is permitted to do under this Lease
 - iii. Complying with any statutory obligation
 - iv. Conducting Valuation of the property

5.0 THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) The Lessor undertakes that, prior to the occupancy of the demised premises, all electrical and sanitary fittings, fixtures and installation will be in good and working order.
- (b) That, the Lessee shall hold and enjoy the said leased term without any interruption by the Lessor or any person or persons lawfully claiming through, under or in trust of the Lessor.
- (c) That, the Lessor shall ensure that, the demised premises are always in good and habitable condition and any repairs, e.g. leaking roof, undone roofing, painting and repairs to electrical and sanitary fittings, fixtures and installations shall be carried out without delay at his own cost.
- (d) That, the Lessor shall pay land rent and other taxes in respect of the said demised premises.

6.0 APPLICABLE LAW

That this Agreement shall be governed by the Laws of the United Republic of Tanzania

7.0 EFFECTIVENESS

- a) That this Agreement shall become effective from the **20th** day of **May**, 2022.
- b) That both parties in this Agreement do hereby undertake to do everything possible to ensure the effective execution of the covenant.

8.0 RENEW

That, after the expiration of the contract **LESSOR** may renew the contract with the **LESSEE** on discussed terms

9.0 DISPUTE SETTLEMENT

- a) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement. If the matter is not resolved by Mediation within 14 days the parties will

each appoint an Arbitrator and the Arbitrators shall appoint the Chief Arbitrator to preside over Arbitration in accordance with the Arbitration Act.

IN WITNESS WHEREOF the Lessor and the Lessee have executed these presents on the day hereinbefore appearing: -

STAMPED and DELIVERED at Dar es salaam
by the said **L&R ASSOCIATES LIMITED**
in our presence on this 10th day of MAY
2022.

L.K.
.....
LESSOR

BEFORE ME:

Name: VICTORIA SIMON NGOWI.....

Address: P.O. Box 11980 DSM.....

Qualification: ADVOCATE.....

Signature [Signature].....



STAMPED and DELIVERED at Dar es salaam
by the said **ALPHA RAISER COMPANY LIMITED**
in our presence on this 10th day of MAY 2022.

[Signature]
.....
LESSEE

BEFORE ME:

Name: VICTORIA SIMON NGOWI.....

Address: P.O. Box 11980 DSM.....

Qualification: ADVOCATE.....

Signature [Signature].....

