

LEASE AGREEMENT

This Lease Agreement is made on this 15th day of March March 2022.

BETWEEN

ZAMDA ADAM SAPI an adult natural person of sound mind of P.O. Box 32134 Dar es Salaam (hereinafter referred to as "the LESSOR", which expression, when the context so admits, shall include her legal representatives, agents, assigns and successors in title) of the one part

AND

PETROBENA EA LIMITED a registered company of P.O. Box 22051 Dar es Salaam (hereinafter referred to as "the LESSEE", which expression, when the context so admits, shall include his legal representatives, agents, assigns and successors in title) of the other part.

WHEREAS

- A. The Lessor is the lawful owner of the premises known as Plot No. / House No. at Oysterbay, Kinondoni District, Dar es Salaam (hereinafter called "the demised premises" or "the premises")
- B. The Lessor has agreed to lease the premise to the Lessee is desirous of leasing premises for residential/business purposes only.

AND WHEREAS

The Lessor and Lessee have agreed that the lease of the premises shall be subject to the terms and conditions as stipulated under this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 • TERMS OF THE TENANCY

- 1.1 The period of tenancy (hereinafter referred to as the "contractual period") shall be for a period of **THREE (3)** years, starting from 1st May 2022 to 30th April 2025, with an option for renewal following three (3) months' notice prior to expiry of the lease agreement.
- 1.2 Renewal for a further tenancy period of **THREE (3)** years and/or other term shall be agreed by the parties.

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The Lessor and Lessee have agreed that the lease of the premises shall be subject to the terms and conditions as stipulated under this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 • TERMS OF THE TENANCY

- 1.1 The period of tenancy (hereinafter referred to as the "contractual period") shall be for a period of **FIVE (5)** years, starting from 2022 to 2027, with an option for renewal following three (3) months notice prior to expiry of the lease agreement.
- 1.2 Renewal for a further tenancy period of **FIVE (5)** years and/or other term shall be agreed by the parties.

2.0 RENT PAYABLE

- 2.1 The total monthly rent shall be United States Dollars Eight hundred (USD 800.00) only for the premises payable for six months in advance.
- 2.2 The rent shall be paid in United States Dollars by the Lessee into the Lessor's nominated account or by cheque payable as per the lease agreement.
- 2.3 The Lessor shall not increase the monthly rent payable during the continuance and duration of a tenancy period.

3.0 LESSEE'S COVENANTS:

THE LESSEE COVENANTS WITH THE LESSOR as follows: -

- 3.1 To pay the reserved rent on the days and in the manner aforesaid without any deduction.
- 3.2 At all material times of the lease period to keep the interior of the demised premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decoration thereof in good repair and fair condition, reasonable wear and tear expected, and to clean regularly the internal and external parts of the demised premises including the compound and surroundings.
- 3.3 To permit the Lessor and their agents if any and other persons authorized in writing by the Lessor, to enter the demised premises at all reasonable times during the day time with prior consent of the Lessee, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants herein contained.
- 3.4 To be responsible for and indemnify the Lessor against all damages occasioned on the demised premises or any part of the building, or to any person, caused by any act, default or negligence of the Lessee or the servants, licensees or invitees of the Lessee.

3.5 In the event the lease is not renewed, at the expiration or sooner determination of the said term, to peacefully surrender and yield upon to the Lessor the demised premises in good, maintenance, repair and condition, with reasonable wear and tear.

3.6 From the date of actual occupation of the demised premises, to pay all rates, taxes and other charges for the use of garbage collection, water, electricity and telephone (if any) in respect of the demised premises during the said term payable in respect of the demised premises.

3.7 Not to lease, assign, sublet or otherwise part with possession of the demised premises or any parts thereof without prior written consent of the Lessor, with such consent not to be unreasonably withheld.

3.8 At the expiry of the lease to take away movable fixtures, additions or structures placed in or upon or attached to the demised premises by the Lessee unless otherwise covenanted upon with written notice to the Lessor, and the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition, with reasonable wear and tear expected.

3.9 Not to do anything that will invalidate any possible insurance policy or increase premium payable for the premises and to pay the Lessor sums paid by way of insurance premium, and any expenses incurred by the Lessor due to the Lessee's breach of this covenant.

4.0 LESSOR'S COVENANTS

THE LESSOR COVENANTS WITH THE LESSEE as follows: -

4.1 That they have good title to the property constituting the demised premises and has the right and full power to demise unto the Lessee the premises in the manner and for the use aforesaid.

4.2 That the Lessee paying the rent hereinbefore reserved and performing and observing the covenants stipulated herein on his part, shall peacefully hold and enjoy the demised premises during the term created without unlawful

intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.

4.3 To keep the roof, main walls of the house, and the drains, and supply and pipes carrying the same to the house in good and lease-able repair and condition during the period of occupancy by the Lessee.

4.4 To pay all Land Rent and Property Tax in respect of the demised premises during the lease period.

4.5 The Lessor shall be responsible for payment of various taxes with regard to the rental of the demised premises Withholding Tax.

4.6 While the lease is in force not to sell, assign, transfer, lease or otherwise dispose the demised premises without the written consent of the Lessee.

4.7 During the continuance of the said term to keep the demised premises in a state of good structural repair and in a condition suitable for human habitation and on receipt of notice from the Lessee, remedy major structural fault(s) on construction effecting the convenient a proper use of or occupation provided that such faults are not attributable to neglect on the part of the Lessee, his agents or employees.

5.0 PROVIDED ALWAYS it is HEREBY AGREED AND DECLARED by and between the LESSOR and LESSEE that: -

5.1 In the event of the demised premises or any part thereof being destroyed by fire or by an act of force majeure becomes unlesseeable or for any other reason whatsoever so as to be unfit for use, either party may terminate the lease, and the rent hereby reserved or a fair proportion thereof shall be refunded to the Lessee.

5.2 The Lessor shall not be liable for any injury to the Lessee, invitee, servant, or tradesman resulting from causes other than defective structures in the demised premises to which the Lessee have reported prior to the Lessor.

- 5.3 The Lessee shall comply with all the Municipal and health regulations as may be promulgated by the Dar es Salaam City Council or Kinondoni Municipal Council, which involve non-permanent infrastructure of fixtures in the demised premises. These may include cleanliness, garbage removal, hedge & grass cutting and other like regulations.
- 5.4 Lessee shall not seek recovery from the Lessor in respect of finishes and installation made by the Lessee in the demised premises and these installations shall remain the property of the Lessor.
- 5.5 Disputes or differences concerning this Agreement shall be settled by the parties amicably and in the event of the failure to conclude a settlement within two months the same shall be settled in accordance with the Laws of the United Republic of Tanzania especially through Mediation and Arbitration.
- 5.6 Any notice under this lease shall be in writing and NOT ORAL at any circumstance. Any notice to the Lessee shall be sufficiently served if left addressed to it on the demised premises or sent to it by registered post or left to its last known address, any notice to the Lessor shall be sufficiently served if delivered to his registered office. Any notice sent by registered post shall be deemed to have served within three (3) days following the day on which it was posted.
- 5.7 This lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.
- 5.7 Notice of termination, this lease may be terminated with a written Notice if the Lessor or Lessee fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of not less than one month after the Lessee's/lessor service of notice of such default on the Lessee/Lessor.

NOTICE OF TERMINATION

The Lessee or Lessor shall when desirous of terminating the lease for any other reason other than default of the terms of this lease shall give three months Notice of Termination of the Lease in writing to the Lessor or Lessee or in lieu of the notice the Lessee/Lessor shall pay three months rent to the Lessee/Lessor.

5.8 This Lease shall expire upon expiry of five (5) years from the date of commencement. In the event the lease agreement is determined sooner or at the expiry of the period aforementioned the Lessee shall quietly yield and give vacant possession to the Lessor in good state and substantial repair. Any defects or damages so found shall be rectified at the cost of the Lessee.

5.9 Stamp duty, registration charges and other expenses in connection with or incidental to the preparation of this lease shall be borne by the Lessee.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Agreement on the day, month and year in the manner as hereinafter appears: -

SIGNED and DELIVERED at DAR ES SALAAM

by ASHURA SHAFIQ on behalf


of ZAMDA SAPI

who is known to me personally

/ Identified to me by John Kubior

by _____ the latter known to

me this 15th day of March 2022



LESSOR

BEFORE ME

Name: ISAAC FIDELIS MUTACHIBYA

Address: P.O. BOX 76895 DAR ES SALAAM

Signature: 

Qualification: ADVOCATE



SIGNED and **DELIVERED** at DAR ES SALAAM

by SABENA Y. KUBINI on behalf
of PEIROBENA E.A. LIMITED

who is known to me personally

/ Identified to me by _____

by _____ the latter known to

me this 15th day of March 2022

} _____
LESSEE

BEFORE ME

Name: ISAAC FIDELIS MUTAMBOYA

Address: 76975 DAR ES SALAAM

Signature: _____

Qualification: ADVOCATE

