

# LEASE AGREEMENT

(Made Under the Rent Restriction Act, 1984 Cap.334)

This Agreement is made this.....10<sup>th</sup>.....day of.....July.....2022

BETWEEN

THEODORA ISRAEL MUNG'ONG'O whose Postal Address is P.O. Box 653 Dar es Salaam (hereinafter referred to as the Lessors) of the one part.

AND

USAWA OFFICIAL COMPANY LIMITED whose Postal Address is P.O. Box 12275 Dar es Salaam (hereinafter referred to as the Lessee) of the other part.

- A. WHEREAS the Lessors are the lawful owners of all that Property, located at Namanga, Msasani - Dar es Salaam (hereinafter referred to as the demised premises) and that he desires to lease the said premises to the Lessee.
- B. WHEREAS the Lessee has presented itself to the Lessor as having the capacity, desire, intention and is willing to lease the said premises at an agreed consideration, and upon the terms and conditions hereinafter set forth.

## NOW THEREFORE:

It is hereby agreed by and between the parties hereto as follows:

1. The lessors agree to make available to the Lessee for exclusive use the demised premises for a period of Five Years with option to renew, with effect from the 13<sup>th</sup> day of July, 2022 at a consideration of Three hundred and Fifty Thousand (350,000) payable per month of which Two Million One Hundred Thousand (2,100,000) on 10<sup>th</sup> July, 2022 and next payment of Two Million One Hundred Thousand (2,100,000) to be made on 10<sup>th</sup> September, 2022 for a completion of one (1) year. The rental amount payable herein shall be net of all taxes and deductions whatsoever.

2. All payments should be done in bank account number 0112036002600 named THEODORA ISRAEL MUNG'ONG'O, CRDB Bank Tanzania Limited.
3. Upon expiration of the contract period herein, namely, on the 13<sup>th</sup> day of July 2022, the parties shall execute a renewed lease with a re-negotiated monthly rent. Save that it is hereby provided that the rent for the next lease period provided herein shall be payable annually in advance.
4. The Lessor further agrees to permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the duration of the lease.
5. The Lessee will during the continuance of the said tenancy keep the demised premises in good and tenantable repair and will permit the lessor and his agents with or without workmen or others at all reasonable times with a prior notice to enter the demised premises and inspect the condition thereof.
6. The Lessee shall not erect any permanent structure without the consent of the Lessor in writing. For avoidance of doubt, all furniture including bedroom and kitchen furniture belongs to the Lessee. The Lessee shall therefore have the right to remove the same at the expiration of the Lease herein.
7. Notwithstanding para 1 above, the Lessee shall not use the premises in a manner leading to public nuisance and/or contrary to the Laws of the Land.
8. The Lessee shall upon or immediately after the determination/expiration of this lease deliver possession of the demised premises to the Lessor in a good tenable condition, for his personal occupation and use.

- 9. The Lessee shall, before vacating the demised premises and delivery of the same to the lessor, clear all bills in respect of water electricity and/or telephone if any and present all the payment receipts in respect of the same to the Lessor.
- 10. Each party reserves a right to terminate this Agreement upon issuance of a 2 months notice in writing, prior to the end of the year Lease.
- 11. It is hereby agreed that in respect of the demised premises the parties hereto shall respectively have all the rights and be subject to all the liabilities of a lessor and of a Lessee as provided by the law governing the relationship of Landlord and Tenant in Tanzania.

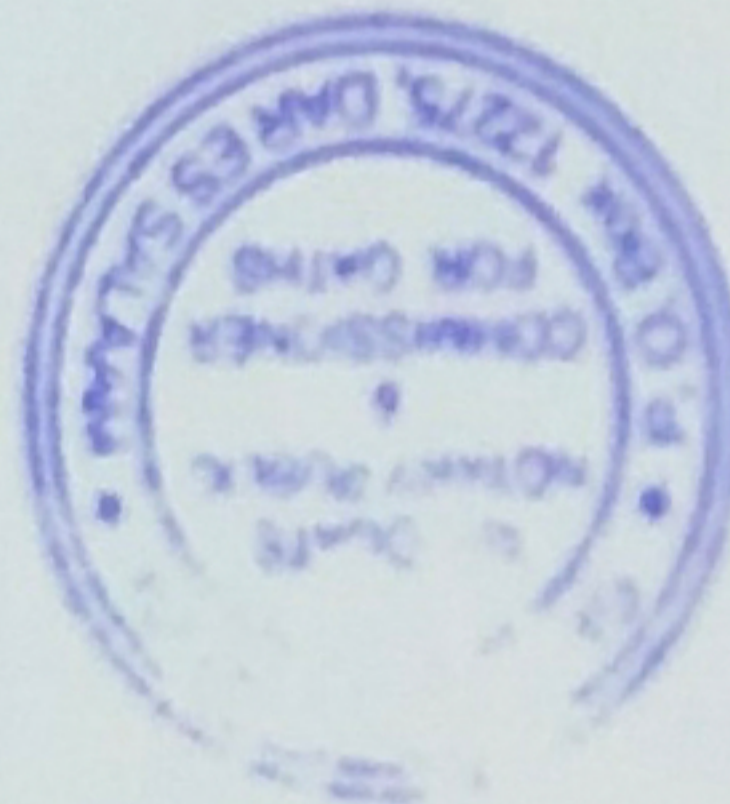
WHEREFORE the Parties have put their hands on this Agreement as follows:

SIGNED and DELIVERED at Dar es Salaam  
 by the said THEODORA ISRAEL MNG'ONG'O  
 who are known to me personally this .....10<sup>th</sup>..... day  
 of.....July.....2022

*Theodora Israel Mng'ong'o*  
 LESSOR

Witness:

Name: .....GLORIA KISANGI.....  
 Address: .....P.O BDX 12275 DSM.....  
 Signature: .....*Gisangi*.....  
 Qualification: .....ADVOCATE.....



SEALED with the common SEAL of  
 USAWA OFFICIAL COMPANY LIMITED  
 and delivered at Dar es Salaam in the presence of us  
 this .....10<sup>th</sup>.....day of.....July.....2022

*[Signature]*  
 LESSEE / SEAL

Witness:

Name: .....GLORIA KISANGI.....  
 Address: .....P.O BDX 12275 DSM.....  
 Signature: .....*Gisangi*.....  
 Qualification: .....ADVOCATE.....

