

## LEASE AGREEMENT

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 between AHMED ABDULLAH of P.O.Box 15057 Dar Es Salaam, Mobile number +255 774 773 939 (herein referred to as the Lessor, which expression shall, where the context so requires include her successors in title, heirs, administrators, agents and assigns) on one hand and SERIN SPAREPARTS TANZANIA LIMITED a body Corporate registered and operating under the Laws of the United Republic of Tanzania with registration number 139252373 and whose address for purposes hereof is P.O. Box 7215 Dar es Salaam (herein referred to as the Lessee) which expression shall include her assigns and successors in title on the other hand.

WHEREAS the Lessor owns a house standing on Plot No 19, Block , Temeke Area, Temeke District, Ward Kurasini, Mafuta Street within Dar es Salaam region (herein referred to as the demised premises) and is desirous to lease out the same on conditions and subject to the terms as prescribed herein below:-

AND WHEREAS the Lessee is desirous to take on lease the demised premises on conditions and subject to the terms as prescribed herein below.

THIS LEASE AGREEMENT WITNESSETH AND it is hereby agreed as follows: -

- 1: THAT the Lessor shall lease and the Lessee shall take on lease the demised premises for a term of Ten Years (10) effective from 10<sup>th</sup> October, 2021 to 10<sup>th</sup> October 2030.
2. THAT the monthly rent agreed and payable by the Lessee shall be as follows:
  - (a) For the first six months, the Lessee shall pay a monthly rent of Tshs. 1,000,000/= (Shillings One Million only) only which shall be paid in advance in a six months single installment of Tshs 6,000,000/=
  - (b) For the other subsequent months, the Lessee shall pay a monthly rent of Tshs 1,000,000/= which amount shall also be paid in advance in a six months installment of Tshs. 6,000,000/=
3. The first six monthly rents agreed under clause 2(a) has already been paid to the Lessor and the subsequent payments under clause 2(b) shall be paid on or before the date of expiry of the first six months counted from the effective date of this lease through the Lessor's bank or through such other medium as the Lessor may advise.
4. THAT breach of the terms of clause 3 and 8 herein by the lessee shall result into an automatic cancellation of this agreement and on such event, the Lessor shall without any further notice to the lessee immediately enter and take possession of the demised premises either by herself or through her duly constituted agent.
5. THAT the Lessee shall use the demised premises subject to the nature of her business and shall during the currency of the tenancy be solely responsible for all public utility

bills such as water and electricity in accordance with her use and shall foot all other bills as may accrue to the demised premises following her use of the demised premises.

6. THAT the Lessor shall pay all land rents and other statutory rates and outgoings in respect of the demised premises.
7. THAT the Lessee will not affect any structural changes to the demised premises without obtaining prior consent of the Lessor which shall not be unreasonably withheld.
8. THAT the Lessee shall obtain from the relevant authorities all necessary permits and licenses for the business to be carried out by the Lessee at the demised premises.
9. THAT the Lessee will freely and without demand surrender vacant possession of the demised premises at the end of the term hereof or any renewals or extension thereof together with all repairs, alterations and improvements effected on the demised premises in pursuance to the terms of this lease agreement.
10. THAT the Lessee shall not assign this lease or sublet the demised premises or any part thereof without a prior written consent of the Lessor.
11. THAT the Lessee paying the rents hereby reserved and observing all covenants contained herein shall be entitled to a quiet and peaceful possession and enjoyment of the demised premises.
12. THAT on expiration of the tenancy created herein, the parties hereto shall be at liberty to renew the same but subject to such terms and conditions as may be agreed and provided that the Lessee shall have issued the Lessor with a one month notice expressing her desire to renew the tenancy.
13. THAT without prejudice to clause 4 herein the Lessor shall have the right and powers to terminate this lease without any prior notice to the lessee by immediately entering possession of the demised premises either by herself or through an agent where the rent hereby reserved or any part thereof is not paid on the due date.
14. THAT except as agreed under clause 4 and 14 herein, this tenancy may be terminated at the instance of either party upon serving a 30 days' written notice to the other in writing expressing her/his intention to terminate the lease.
15. THAT any dispute arising out of this agreement shall be settled amicably between the parties failing which; the parties may resort to other lawful means of dispute resolution.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year appearing hereunder

SIGNED and DELIVERED by the said )  
AHMED ABDULLAH who is known to me/ )  
Introduced to me by FARAS JAFFAR )  
Later known to me in my presence )  
this 10<sup>th</sup> day of OCT, 2021 )

\_\_\_\_\_  
LESSOR

**Before me**

Name : ISIHAKA YUSUPH  
Signature : Joseph  
Qualification: ADL



SIGNED and DELIVERED by the said )  
SERIN SPAREPARTS TANZANIA LTD )  
in our presence this 10<sup>th</sup> day of OCT, 2021 )

\_\_\_\_\_  
LESSEE

**Before me**

Name : FARAJ JAFFAR  
Signature : \_\_\_\_\_  
Qualification: DIRECTOR

**Before me**

Name : ISIHAKA YUSUPH  
Signature : Joseph  
Qualification: ADL

