



LEASE AGREEMENT

THE AGREEMENT IS MADE ON THE 1st OCTOBER 2022

BETWEEN

MRS. MWAMINI FRIDAH MLUGE
(The Lessor)

AND

PERITUS ENGINEERING TZ LIMITED
(The Lessee)

-IN RESPECT OF-

House Plot Number 194/4 situated at Maliki Road
Upanga Area, Dar es Salaam

START OF LEGAL RECEIPT

A AND O LAW ATTORNEYS
P O BOX 34511 DAR ES SALAAM
PLOT 228 BLOCK 15 MIKOCHEMI
LUKULED STREET/REGENT ESTATE
TEL 0717 164 024
TANZANIA

TIN 124627591

URN 40039110B

SERIAL NUMBER 03T2843010284

UTN 01133M
-10126414912462759103T2843010284

TAX OFFICE KINONDONI

CUSTOMER NAME PERITUS ENGINEERING TZ LTD
CUSTOMER ID TYPE BUYER'S TIN
CUSTOMER ID 156319368

RECEIPT NUMBER 184
ZNo 2/0110
DATE 18-10-2022 TIME 16:56:36

ECR: 01 CP: 01

LEGAL SERVICE 20 000.00 A

TOTAL EXCLUSIVE OF TAX 10 945.15

TAX A-18.00% 3 050.85

TOTAL TAX 3 050.85

TOTAL INCLUSIVE OF TAX 20 000.00

CASH 20 000.00

ITEMS NUMBER 1

RECEIPT VERIFICATION CODE
0402A8184





LEASE AGREEMENT

THIS AGREEMENT is made on the 1st October 2022 between MRS. MWAMINI ERIDAH MLUGE with TIN Number 102-611-160 and National Identification Number 19490316-14114-00001-18 (herein after referred as the lessor), Dar es Salaam of the one part and PERITUS ENGINEERING TZ LIMITED with incorporation number 156-319-368 of P.O BOX 80835, Dar es Salaam (hereinafter referred to as "the Lessee") of the other part.

WHERE AS the Lessor is the owner of House Plot Number 194/4 9sqm situated at Maliki Road, Upanga Area, Dar es Salaam (hereinafter referred to as the Demised Premises and is desirous of leasing some of the portion (one room) to the Lessee).

WHERE AS the Lessee is desirous of taking some of the portion (one room) in lease the above mentioned Demised Premises upon the condition and terms hereinafter appearing:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1. **Commencement Date:** The leases Commencement date will be the **1st of October 2022**.
2. The period of tenancy herein referred to as the "Contractual Period" shall be for a period of 3 year starting from 1st October 2022 and expiring on 30th September 2025 on an agreed rental for the contractual period with option for renewal following one month notice prior to the expire date.
3. The Lessee shall pay **MONTHLY rent of TZS 250,000/-** (Two Hundred Fifty Thousand Tanzania Shillings only) payable in quarterly in advance and the receipt of the first such a payment shall be signified by the signing of the agreement. The rent shall be subject to deduction and remittance of **withholding tax as required by law**. The Lessee shall deduct withholding tax from the rent and remit the same to the Tanzania Revenue Authority within 30 days of payment of rent. The Lessee shall thereafter, provide the Lessor with evidence of payment of withholding tax.
4. The rent shall be paid in Tanzania Shillings.
5. At the time of renewal, any proposed annual rental increases shall be agreed to in writing by both parties.
6. The Lessor has agreed to lease to the lessee the semi furnished one room of the house as per **inventory list in Annexure "A"** of this agreement, which shall form part of this agreement.
7. Either party may terminate the lease by giving the other party prior notice of one month of such intention. If such notice is not given, the party who fails to give prior notice as per terms & condition will be liable to compensate by paying rent for equivalent notice period.



8. The lessee shall pay all costs in respect to Water Consumed, Electricity Consumed, Telephone, Internet, Cable TV, etc.

9. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- a) 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 the premises to examine and /or to execute major repairs to the said premises under the lessors covenants in that behalf.
- b) To pay the rent reserved herein whatsoever in the manner and upon the dates herein agreed and further to pay normally obligatory by the lessee the stamp duty (currently at 1% P.A) to the concerned authority. The lessee shall deduct withholding tax (currently at 10%) from the rental amount and shall provide the necessary proof of payment from TRA within 30 days of making any rental payment to the land lord.
- c) To use the demised premises for lawful purposes only and not to assign sublet, or part with possession of the demised premises without the previous consent of the lessor.
- d) Not to make any internal non structural alteration or additions to the demised premises and to maintain the demised premises, in good repair and tenantable condition fair wear and tear accepted.
- e) Not to make or suffer to be made any alteration or additions to the premises without consent of the Lessor.
- f) At the term of the contract or sooner termination of the tenancy to hand over the said premises to the lessor complete with all furniture and fittings and/or any electronic items contained in the house as listed in Annexure "A" of this agreement along with all locks & keys and same good condition it was found in at the beginning of the contract, fair wear & tear being accepted.
- g) To bear, pay and discharge all charges for water, electricity, and sewage. No any outstanding debt was left at time of closure of this contract from the lessor and any prepaid charges shall be returned to the lessor.

10. THE LESSOR HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

- a) To pay land rent, Property Taxes and other statutory charges in respect of the Property.
- b) To carry out all major structural repairs and keep the exterior of the premises in good tenantable condition.
- c) To allow the lessee having occupied the said premises and observing and performing the several covenants, shall peacefully hold and enjoy the premises without interruption by the lessor or his agents.

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A handwritten signature in blue ink, appearing to be "K. J. S.", located at the bottom right of the page.



11. PROVIDED AND IT IS HEREBY MUTUALLY AGREED AND DECLARED THAT:

- a) If at any time during the lease the property becomes damaged by fire, not attributable to the lessee, or by force majeure and it become unfit for habitation, the lessor shall afford the lessee acceptable alternative accommodation or terminate the lease under mutual agreement.
- b) The lessee shall be responsible for safekeeping of his personal belongings.
- c) In the event of dispute between the parties, the parties agree to attempt amicable mediation in the form of no less than two (02) mediation meetings. Thereafter the parties may be free to seek legal redress in the applicable court of jurisdiction. The law of United Republic of Tanzania shall apply.

IN WITNESS WHEREOF; these presents have been executed on the date set out against our respective signatures.

SIGNED AND DELIVERED for and on behalf of
MWAMINI FRIDAH MLUGE who is known to me

Personally/identified to me by [Signature]
The latter being known to me personally, in my
Presence this **1st day of October 2022**

Contact Details: MWAMINI FRIDAH MLUGE
Mobile / Telephone Number: +255-753 331 288, +255 688 399 668

WITNESS:

NAME:

SIGNATURE: [Signature]

POSTAL ADDRESS: TEGATA MASAITI

QUALIFICATION:

[Signature]

[Signature]

SIGNED AND DELIVERED for and on behalf of
PERITUS ENGINEERING TZ LIMITED by

[Handwritten signature]

Who is known to me personally/~~identified~~

To me by



By this 1st day of October 2022

Contact Details: PERITUS ENGINEERING TZ LIMITED
Mobile / Telephone Number: +255-683 275 062

WITNESS:

Name SHAILENDRA KUMAR YADAV

Signature *[Handwritten signature]*

Postal Address P.O. Box - 80835

Qualification ACCOUNTANT

BEFORE ME:

[Handwritten initials]



COMMISSIONER FOR OATH

TIN:

Slp: 30,000

WHI: 75,000 (3 month from Oct - Dec 2022)

[Handwritten signature]

TOTAL 105,000

20/10/2022

Annexure "A" (Inventory List)




Referred to in Clause Number 06 of the agreement

List of Inventory

1. CHIGO SPLIT AIR CONDITIONER- 01 Number
2. CEILING FAN - 01 Number

The above items supplied for use and received all in Good working condition.


Signed by Owner

MWAMINI FRIDAH MLUGE


Signed by Tenant

For PERITUS ENGINEERING TZ LIMITED



