

DATED THIS ..... 10<sup>th</sup> ..... DAY OF ..... NOVEMBER ..... 2020

**RENEWAL OF LEASE AGREEMENT**

**BETWEEN**

**ST. GEMMA GALGANI SISTERS OF THE REGISTERED  
TRUSTEES OF THE ARCHDIOCESE OF DODOMA**

**AND**

**MATOBORWA CO. LTD**

**DRAWN BY:**



**R.K. RWEYONGEZA & CO  
ADVOCATES,  
P.O. BOX 1013,  
DODOMA.**



**RENEWAL OF LEASE AGREEMENT**

**THE LAND REGISTRATION ACT (CAP. 334)**

**THIS LEASE AGREEMENT** which has been in existence is now renewed for another term of **TWO YEARS** is made between.

**ST. GEMMA GALGANI SISTERS** of the **REGISTERED TRUSTEES OF THE ARCHDIOCESE OF DODOMA** of P.O. Box 288 Dodoma Tanzania (hereinafter referred to as the **LEASSOR** which expression as the context so admits shall include its successors and assigns of the one part.

**AND**

**MATOBORWA CO, LTD** of P.O. Box 2328 Dodoma Tanzania, (hereinafter referred to as the **LEASEE**) which expression shall include its successors and assign on the part.

**WHEREAS** the **LEASSOR** is the registered owner of the property situate on the plot of land known as Plot No. 257 Block ..... Ambrosini, Mnadani area in Dodoma City which has been leased to the **LEASEE** since 01. October, 2020 and is desirous of renewing the said lease.

**AND WHEREAS** the **LEASEE** is also desirous of renewing the lease for another term on the terms and conditions as hereinafter appearing;

**NOW THEREFORE** in consideration of the rent and other covenants hereinafter contained, this Renewal Lease witnesseth as following;

**1. RENT: The agreed Rent shall be paid as follows;**

- (i) From 1<sup>st</sup> October, 2020 to 30<sup>th</sup> September 2021 the monthly rent payable by the Leasee to the Leassor shall be shillings one million (Shs. 1,000,000/=) only.
- (ii) From 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2022 the Leasee shall pay to the Leasor a monthly Rent of shillings one million, five hundred thousand (Shs. 1,500,000/=) only.

## **2. MODE OF PAYMENT**

- (i) The rent hereby reserved and agreed shall be paid by the Lessee to the Lessor on each end of the month concerned without fail.
- (ii) That above payment of rent shall be paid in the Lessor's bank account as shall be advised by the Lessor in writing.

## **3. LEASE PERIOD**

- (i) The Lease hereby granted shall be for a period TWO (2) YEARS commencing from 01 October, 2020 to 30<sup>th</sup> September, 2022 and may be subject to renewal thereafter upon agreement of both parties.
- (ii) Renewal shall be subject to the Lessee paying all the rent hereby agreed on the agreed time and giving notice of intention to renew the Lease TWO months before expiry of the period herein granted and agreed.
- (iii) That if the Lessee shall fail to issue notice of intention to renew this lease, it shall be taken that they do not need to renew the same and therefore they shall vacate and grant vacant possession of the demised premises upon the end of the lease term.

4. **NOTICES:** notices to be issued by any party under this Lease Agreement shall be given by sending the same either by post, by hand delivery or by any other quickest way of delivery addressed to the party concerned at their given address as follows;

(a) **Leassor:** Mother General  
St. Gemma Galgani Sisters,  
P.O. Box 288  
Tel: +255 026 2394368  
Fax: + 255 026 2394368  
E-mail: [gemmasisters@yahoo.com](mailto:gemmasisters@yahoo.com)

## **5. LEASEE COVENANTS;**

**The Lessee hereby covenants as follows:-**

- (i) To pay the rent on the date and time in the manner stated herein and any former unpaid rents.

## 6. PROVIDED THAT

- a) If and whenever during the term herein granted and agreed, the rent or any part thereof shall remain unpaid for ONE month (30 days) after it has fallen due whether demanded or not, the Leassor shall serve to the Lessee a ONE month (30 days) written notice to terminate the lease unless in the meantime such unpaid rent is immediately paid. If the notice hereby given is not adhered to by payment of due rent, then this lease shall automatically terminate and the Leassor shall have a right to evict the Lessee and take vacant possession of the demised premises.
  - b) To pay and indemnify the Leassor against all charges for water, telephone, if any, electricity, diesel or fuel by generator, sewerage, gas, and other services consumed or used by the Lessee in the demised premises.
  - c) At all time during the Lease period, to repair and keep the whole demised premises in good and substantial repair and condition, fair wear and tear exempted.
  - d) To clean the demised premises and the surroundings and keep them in a clean and tidy condition and clear of all rubbish and clean as often as may be necessary the inside of the window panels and frame of the demised premises.
  - e) To replace the Leassor's fixtures and fittings, if any on the demised premises which may be or become beyond repair at any time during or the expiration of the term as a result of any act, commission or negligence on the part of the Lessee, fair wear and tear exempted.
  - f) To maintain the building common parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit charges attributed to the demised premises.
  - g) To keep the said leased premises in good tenantable condition.
7. Waste and Alteration on demised Premises;
- (i) Not to commit waste
  - (ii) Not keep live stock or chicken on the Leased premises; and
  - (iii) Not to discharge into the pipes serving the demised premises and the building common parts any oil or grease or any objectionable objects

to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

(iv) **Alterations,**

1. Not to make any structural alterations or additions to the demised premises without prior consent of the Leassor.
2. Making an application to the Leassor supported by drawings and where appropriate a specifications in duplicate, prepared an architect, member of some other appropriate profession or professional organization (who shall supervise the work throughout to completion).
3. Entering into such covenants as the Leassor may reasonably require as to the execution and reinstatement of the alterations.

**8. User Clauses**

**i. Abandoning Demised Premises**

Not to leave the demised premises continuously unoccupied for more than one month without.

- a) Notifying the Leassor, and
- b) Providing such caretaking or security arrangement as the Leassor shall reasonably require and the insurers shall require in order protecting the demised premises from vandalism, theft, damage or unlawful occupation.

**ii. Sale or Transfer of business;**

Not to transfer; sale; assign or part with their business howsoever along with demised premises. On such incidents, the premises should be surrendered to the Leassor for reallocation or else the buyer of your business shall be evicted from the premises. Nevertheless the Leassor approves Matoborwa Co. Ltd the uses of the premises.

**9. THE LEASSOR COVENANTS;**

Subject to the Lessee paying the rent payable under this lease and complying with the covenants and other terms of this Lease the Leassor covenants with the Lessee to use all reasonable Endeavor's;

- (i) To permit the lease peacefully and quietly to hold and enjoy the demised remises without any interruption or disturbance from or by person claiming under or in trust for the Leassor.

- (ii) To pay all existing and future land rents and other rates, taxes, assessments impositions an outgoing, which are now payable by the Leassor or which may thereafter be imposed or discharged or charged on the Leassor in respect of the demised premises or building.
- (iii) To apply from the relevant authorities, within reasonable time for approvals, permits and consent for the purpose of registering the lease agreement.
- (iv) To submit to the relevant authorities whenever required the certificate of title of the right of occupancy in respect of the estate to facilitate registration of the Lease Agreement.
- (v) At the Leassor's own expense to execute all works and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put in order to comply with the requirements of any status (already or in the future to be passed) or directive of any missionary department, local authority of public or competent authority or Court of competent jurisdiction regardless of whether such requirement are imposed on the Leassor, the Leasee or any other occupier and provided that the Leassor shall not be responsible for matters which are express liability of the Leasee or any other tenant in the building under these presents.

#### 10. GENERAL CLAUSES

The Leassor and the Leasee further mutually agree and declare as follows:-

**If whenever during the term:-**

- a) There is a breach by the Leasee of any covenant or other terms of this lease; or
- b) The Leassor wants the building for its own use
- c) The demised premises have been eye-marked for development plan or any reasonable reason howsoever.

It shall be lawful for the Leassor or any person or persons dully authorized by the Leassor in the Lease to give 6 months written notice to the Leasee of its intention to terminate the lease. Provided always that, the Leasee shall not claim refund of the rent paid in advance to the Leassor upon Leasee'r default on the terms of this Lease Agreement and or on vacating the Lease Premises before the expiration of the lease period.

#### 11. **Ground for review**

The Leassor shall have the right to review the rent when reasonable need arise thereto. The said reasonable need shall include, but not limited to the following;

- a) When the Leassor will renovate the house so as to make it more habitable, modern.
- b) When the market value of the particular place has changed so as to attract the increase of rent.
- c) When that particular place has been changed in status in accordance with Government of Municipal order/decision.

#### **Other General clause:**

##### **(a) Severability**

The effectiveness invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not effect any other provision or reminder thereof, all of which shall remain in full force and effect.

##### **(b) Waiver**

Each of the Leasee's covenants shall remain in full force both in law and in equity notwithstanding that the Leassor shall have waived or released temporarily and such covenants affecting the leases with other Leasees of premises in the building.

- (c) The Lessor shall not be responsible to the Leasee or to anyone at the demised premises expressly or by implication with Leasee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises, exempt to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Leassor or person authorized by the Leassor.

##### **(d) Entire Agreement**

This Agreement consist the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreement, statements, representations, understanding, negotiations, whether oral or written, between the parties. Each of the parties acknowledges and agree that in entering into this Agreement it does not rely on any statement, warranty or understanding make prior to this agreement save to the extent that such statement representation, warranty understanding is incorporated into this

Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement in has not relied on (nor has been included to enter into this Agreement by) any statement, representation, warranty or understanding make to this Agreement.

(e) If after the Leasee has vacated the demises on the expiry of the Term and if any property of Leasee remains in or on the demised and the Leasee fails to remove it within 30 days after being requested in writing by the Leassor to do so or if after using its reasonable endeavors, the Leassor is unable to make such request to lease 30 days from the first attempts so made the Leassor may remove such property and keep it in a warehouse for such a period until the Leasee turns up. But the Leassor shall not be responsible for any damage or loss thereof.

12. **Easements and other Rights of the Leasee:**

The Leasee and all person expressly or by implication authorized by it shall have right in common with Leassor and all other person having a like right, to use the building's commons parts.

13. **The Leassor's Right to Alter the Property**

The Leassor shall be entitled at all and any time during the term of the Lease to complete, alter, repair, improve, reconstruct, rebuild, redevelop and/or add to the building and the site (other than the Leased Premises) and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or front of the Leased Premises, as well as such devices as may be required by law or which the Architect may certify to be reasonable necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonable necessary for the purposes of the works aforesaid.

The Leassor shall further be entitled by itself or through its workmen of its agent to all such right of access to any proportion of the leased premises as may reasonable be necessary for the purposes aforesaid, in exercising its above rights the Leassor shall use its best endeavors to minimize interference with the Leasee's occupation of the leased Premises and in particular shall not enter the Leased premises without reasonable prior notice to the Leasee, save in the event of emergency, when immediate entry upon to object to such work or to claim for damages or compensation as result of the implementation of any such work.

14. **GOVERNING LAW**

This Lease shall be Governed by and constructed accordance with the laws of Tanzania.

15. **TERMINATION CLAUSE**

- (i) The Lease shall be terminated by either party following the revelation that any of the warrants granted by the other party to this agreement are false or have ceased to be true.

Either party shall have Liberty to terminate this Lease upon giving 6 months (180 days) written notice save for situation.

- (ii) This Lease shall terminate on the expiry of the lease Term herein reserved. Provided that the Lessee gives 3 months written notice prior the lease expiry of their intention to renew and Leassor is willing to renew the lease the Lessee will be renewed for a further period subject to agreement of terms and conditions between the parties.

16. **"Force Majeure" Termination**

Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, food, strom, war civil disturbance, government action or other similar casualty or event beyond the Leassor's control this Lease shall, at the option of Leasee's immediately terminate.

In the case of partial disruption, damage, unfitness or incapacity, this lease may be terminated in whole or in part at Leasee's option. Should the Leasee.

Exercise this option, they shall provide written to the Leassor and no rent shall accuse to the Leassor after such termination, which shall be effective as of the date of the premises being rendered unusable.

If this Lease is terminated, the Leassor shall within 45 business days of termination, refund all advance rental payments in excess of rental liability accused as calculated by multiplying the rental rate per day times the number of days if lease's occupancy under the Lease from the beginning of the current quarter, or the commencement of term whichever date is later, to the date of the date of termination.

Should the Leasee elect to remain in the premised premises rendered partially untenable. The Leasoor shall be obligated to proceed with all

reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. In this event, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.

In addition, the term shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provisions.

**IN WITNESS WHEREOF:** the parties thereto have set their respective hands in the manner thereafter appearing and on the day, month and year herein above appearing.

**SEALED WITH THE COMMON SEAL OF** )  
**ST. GEMMA GALGANI SISTERS** in our presence )  
this 10<sup>th</sup> day of NOVEMBER 2020 )

NAME: SR. TUBIANA M. MURAHU

SIGNATURE: [Signature]  
POSTAL ADDRESS: P.O. BOX 288 DODOMA  
QUALIFICATION: Superior General

NAME: SR. ANNA MARIA TOMOLA

SIGNATURE: [Signature]  
POSTAL ADDRESS: P.O. BOX 288 DODOMA  
QUALIFICATION: TREASURER



SEALED WITH THE COMMON SEAL OF )  
CRINN DEVELOPMENT CO. LTD on )  
behalf of MATOBORWA CO. LTD in our )  
presence this 10 day of Nov.....2020 )

NAME: CHRISPIN SUKWA

SIGNATURE: [Handwritten Signature]

POSTAL ADDRESS: P.O. BOX 2328 DODOMA

QUALIFICATION: DIRECTOR

NAME: HASEGAWA TATSUO

SIGNATURE: [Handwritten Signature]

POSTAL ADDRESS: P.O. BOX 2328 DODOMA

QUALIFICATION: MANAGING DIRECTOR



