

DATED THIS...25...DAY OF...MAY.....2022

LEASE AGREEMENT

BETWEEN

Mr. OMARY BADWEL

(LEASOR)

AND

THE TENANT

(LESSEE)

MATOBORWA CO. LTD.

Drawn By:

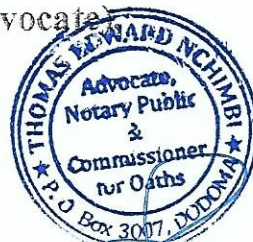
THOMAS EDWARD NCHIMBI (Advocate)

MN & Associates, Advocates Co.

Plot No.16 Block "4", Mtendeni Street,

P.O.BOX 3007,

DODOMA



LEASE AGREEMENT

THE LAND REGISTRATION ACT (CAP.334)

LEASE

THIS LEASE AGREEMENT is made 25 day of MAY 20 22, between Mr. OMARY BADWEL of P.O. Box 1859 Dodoma, Tanzania (hereinafter referred to as the **LEASOR**) which expression as the context so admits, include its successors and assigns), of the one part, **AND MATOBORWA CO. LTD**, of P.O. Box 2328 Dodoma, Tanzania (Hereinafter to be referred to as the "**LESSEE**", which expression shall, where the context so admits, include its personal representatives heirs and permitted assigns), of the other part.

PREAMBLE:

WHEREAS the **LEASOR** is the registered owner of the demised premises and desires to lease the property situate on the plot of land known as Plot No. 223 Block 'F' Nkuhungu South area in Dodoma City to the Lessee and Lessee desires to take the said Premises from the Lessor for the term, at the agreed rental amount stated herein below and upon the provisions set herein, and

WHERE, Lessor declares that the property is free from all and any encumbrances, however, further declares that the encumbrances will not affect in any way the Lessee's peaceful and uninterrupted occupation of the demised Premises.

NOW IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained in schedule one – terms and Conditions–attached hereto, other covenants hereinafter contained, **THIS LEASE WITNESSETH** as follows;-

1. LETTABLE AREA AND MEASUREMENT

The lessor hereby demises unto the lessee all that area measuring 2800 Square meters with buildings outbuildings, if any and the entire plot of land situated on Plot No. 223 Block 'F' Nkuhungu South area in Dodoma City (the said building hereinafter called the "building", and the entire plot hereinafter called the "Estate"),

2. RENT PAYABLE

RENT: in consideration of payment rent at the rate of shillings eight hundred thousand only (Tshs. 800,000/=) per month payable to the **LEASOR** by the **LESSEE**, the **LEASOR** leases to, **AND LESSEE** takes the whole property (hereinafter referred to as the demises) measuring 2800 Square meters with buildings outbuildings, if any and the entire plot of land.

3. TOTAL RENT PAYABLE PER MONTH

The total amount payable per each month is Tanzania shillings **800,000.00**

4. RENT REVIEW

The above Rent is subject to review at the Lessor's sole discretion but in line with market conditions. Consequently the said Rent shall escalate each year by fifteen percent (15%) for TZS payments and five percent (5%) for US\$ payments respectively.

5. 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.

6. LEASE PERIOD

- (i.) The Lease for the Demised premises shall be for a period of four (4) years commencing from the 01st, day of October 2022, and consequently expiring on the 30th, day of September 2026 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 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.

7. 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) Leasor; **Mr. OMARY BADWEL**

Plot No. 223 Block 'F' Nkuhungu South

Dodoma City

P.O. Box 1859

Tel: +255 658 343 120

E-mail: omarybadwel@gmail.com

8. LESSEE 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

9. PROVIDED THAT

- a) If and whenever during the term herein granted and agreed, the rent any part thereof shall remain unpaid for ONE month (30 days) after it has fallen due whether demanded or not, the Leasor 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 Leasor shall have a right to evict the Lessee and take vacant possession of the demised premises.

- b) To pay the supplies thereof and indemnify the Lessor 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 surrounding 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 Lessor's fixtures and fittings, if any 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 accepted.
- 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.

10. 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 dangerous, poisonous or explosive matter or substance and take all reasonable measure 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 Lessor.

2. Making an application to the Lessor supported by drawings and where appropriate a specification 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 Lessor may reasonably require as to the execution and reinstatement of the alterations

11. User Clauses

i. Abandoning Demised Premises

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

- a) Notifying the Lessor; and
- b) Providing such caretaking or security arrangement as the Lessor 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 Lessor for reallocation or else the buyer of your business shall be evicted from the premises. Nevertheless the Lessor approves **Matoborwa Co. Ltd.** the uses of the premises.

THE LEASOR COVENANTS;

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

- (i.) To permit the lessee peacefully and quietly to hold and enjoy the demised premises without any interruption or disturbance from or by person claiming under or in trust for the Lessor.
- (ii.) To pay all existing and future land rents and other rates, taxes, assessments impositions an outgoing, which are now payable by the

Lessor or which may thereafter be imposed or discharged or charged on the Lessor 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 Lessor'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 that are 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 Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are express liability of the Lessor shall not be responsible for matters which are express liability of the Lessee or any other tenant in the building under these presents.

12. GENERAL CLAUSES

The Lessor and the Lessee further mutually agree and declare as follows;-

If whenever during the term;-

- a) There is a breach by the Lease of any covenant or other terms of this lease; or
- b) The Lessor 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 Lessor or any person, persons dully authorized by the Lessor in the Lease to give 6 months written notice to the Lessee of its intention to terminate the lease. Provided always that, the Leasee shall not claim refund of the rent paid in advance to the Lessor upon Lessee's default on the terms of this Lease Agreement and or on vacating the Lease Premises before the expiration of the lease period.

13. Ground for review

The Lessor 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 Lessor 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 or 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 affect any other provision or reminder thereof, all of which shall remain in full force and effect.

(b) Waiver

Each of the Lessee's covenants shall remain in full force both law and in equity not withstanding that the Lessor shall have waived or released temporarily any such covenants affecting the leases with other Lessees of premises in the building.

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

(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 made 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 made to this Agreement.

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

14. Easements and other Rights of the Leasee:

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

15. The Lessor's Right to Alter the Property

The Lessor shall be entitled at all and any times during the term of this 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 reasonably necessary for the protection of any person

against injury arising out of the building operations, in such manner as may be reasonably necessary for the purposes of the works aforesaid.

The Lessor shall further be entitled by itself or through its workmen or its agent to all such rights of access to any proportion of the leased premises as may reasonable be necessary for the purposes aforesaid, in exercising its above rights the Lessor shall use its best endeavors to minimize interference with the Lessee's occupation of the leased Premises and in particular shall not enter the Leased premises without reasonable prior notice to the Lessee, 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.

16. GOVERNING LAW

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

17. RENEWAL/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 2 months (60 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 Lessor 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'

18. "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, storm, war civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of Lessee's immediately terminate.

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

Should the Lessee exercise this option, they shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

If this Lease is terminated, the Lessor shall within 45 business days of termination, refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days if Lessee'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 Lessee elect to remain in the premises rendered partially untenable. The Lessor 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

Mr. OMARY BADWEL in our presence this 25 day of MAY 2022

NAME: OMARY AHMED BADWEL

SIGNATURE: 

POSTAL ADDRESS: P.O. BOX 1859, DODOMA

QUALIFICATION: OWNER

NAME: ALPHYSHAHARY OMARY BADWEL

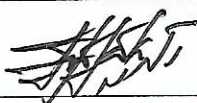
SIGNATURE: 

POSTAL ADDRESS: P.O. BOX 1859, DODOMA

QUALIFICATION: CHILD.

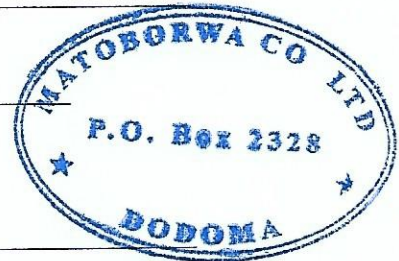
SEALED WITH THE COMMON SEAL OF
MATOBORWA CO. LTD. in our presence this 25 day of MAY 2022

NAME: CHRISPIN BENZETH SUKWA

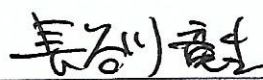
SIGNATURE: 

POSTAL ADDRESS: P.O. BOX 2328 DODOMA

QUALIFICATION: DIRECTOR



NAME: HASEGAWA TATSUO

SIGNATURE: 

POSTAL ADDRESS: P.O. BOX 2328 DODOMA

QUALIFICATION: MANAGING DIRECTOR.

Thomas Edward Nchimbi
P.O. Box 3007 Dodoma
Advocate

