

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 04th day of Jan, 2022 between **GERALD DAVID** of P.O. Box 50865, Dar es Salaam (hereafter referred to as the **LANDLORD**) on one part and **HITAJI COMPANY LIMITED. P.O. Box 38368**

Dar es Salaam (hereinafter referred to as the **TENANT** on the other part).

WHEREAS THE LANDLORD is the legal occupier of the Business premises located at Kambangwa Street in Kinondoni District Dar es Salaam

(Hereinafter referred to as the premises).

NOW THIS AGREEMENT WITNESS as follows:-

The Landlord hereby demises unto the lessee the premises for **Business Purpose** for period of one year from 04th Jan, 2022 up to paying during the said term the monthly rate of 500,000/= Tshs. Total amount paid annually $500,000 \times 12 = 6,000,000/=$ Tshs (**Six Million Tshs only**).

THE TENANT HEREBY COVENANTS with Landlord as following:-

- (i) The Tenant shall not assign, sublet or part with possession of the demised, property or any part that there of without the consent in writing of the Landlord.
- (ii) The Tenant shall during the subsistence of this Agreement permit the Landlord, his Agent or workmen to enter demised premises at reasonable and convenient hours of daytime by giving three days notice.
- (iii) The Tenant shall at all time during of this agreement keep the demised premised in good and substantial repairable condition (reasonable wear and tear).
- (iv) The Tenant shall not permit upon the premises anytime that may be considered illegal such as gambling and lottery etc. and any which may act to tarnish the good relations in the neighborhood.
- (v) To pay and is charge all assessments and charges whatsoever payable in respect of consumed water, gas, electricity and sewerage which during the said term shall be imposed or charged on the building.

THE LANDLORD COVENANTS with the tenant as follows:-

Shall keep in good repair the structure and exterior of the premises. For as long as the Tenant meets the conditions herein contained, the Tenant shall quietly hold and enjoy the demised premises without any interference or interruption from the Landlord or any one claiming title under him.

If the LANDLORD or TENANT wishes to terminate the lease before the agreement three months period notice shall be given to the opposite party and the rent for the remaining term shall be refunded in case the same is terminated by the LANDLORD while in case of TENANT the remaining rent if and any, shall not be repair.

At the expiration of the term herein created, the tenant shall peacefully yield to the Landlord vacant possession of the demised premises handling over the keys of the demised premises personally to the landlord.

Three months before the expiration of the term herein created, the Tenant shall notify the Landlord of his intention of either renewing the contract or not. The lease is renewable after expiry three years (3) on terms to be agreed between the parties. And the tenant has the first priority to renew.

The tenant is strictly prohibited to preserve any explosives material in the yard and prohibited to preserve all an authorized materials which is beyond of law of the country, in case of emergence faced with this guilt strictly measure will be taken against him.

Once the rent paid is nonrefundable, and at the end of the contract the tenant is required to leave the yard clean without any damages.

Cleanness and hygienic situation in and out of the yard Electricity and water consumption will be to the tenant concerned, and he/she is not to keep any type of animals or bird in order to keep areas clean.

The contract can be renewable after two years and the tenant can be given another arm and he will consult with the yard owner before the end of time.

