

THE REGISTRATION OF DOCUMENTS ACT [CAP 117 R.E. 2002]

DATED THIS <sup>17<sup>th</sup></sup>..... DAY OF <sup>January</sup>..... 2022

BETWEEN

MR GEORGE. HADJI ALLIY

AND

EMERGENCY PLUS MEDICAL SERVICES TANZANIA LIMITED

IN RESPECT OF HOUSE WITH ANCILLARY BUILDINGS AT PLOT No 206  
CHATO STREET, URSINO ESTATE, DAR ES SALAAM, TANZANIA

## CONTRACT OF LEASE

This Contract of Lease, made and executed between:

**Mr. George Hadji Alliy**, a private individual living and working for gain in Dar es Salaam with postal address at P.O. Box 5286, Dar Es Salaam, hereinafter referred to as the **"LANDLORD"**; and **EMERGENCY PLUS MEDICAL SERVICES TANZANIA LIMITED**. A limited liability company registered under the laws of Tanzania of P.O. BOX 70980 Dar Es Salaam, thereinafter referred to as the **"TENANT"**;

**AND WHEREAS**, the **"LANDLORD"** is the owner of the house and lot located at Plot 206, Chato Street Ursino Estate Dar es Salaam, hereinafter referred to as the **"PREMISES"**;

**WHEREAS**, the **"TENANT"** desires to lease the **"PREMISES"**, and the **"LANDLORD"** is willing to lease the same unto the **"TENANT"** subject to the terms and conditions hereinafter specified;

**NOW, THEREFORE**, the **"LANDLORD"** for and in consideration of the covenants and agreement hereinafter set forth, the **"LANDLORD"** agrees and consents to lease unto the **"TENANT"**, the aforementioned **"PREMISES"** under the following terms and conditions:

### **1. LEGAL DESCRIPTION**

The legal description for the abovementioned premises is Plot No 206, Chato Street, Ursino Estate, Kinodoni District Dar Es Salaam with CT No 48468, LD No 73266 and LO No 168169.

### **2. PERIOD**

The term of this lease shall be for a period of three (3) years commencing on 1<sup>st</sup> of February 2022 until 31<sup>st</sup> January 2025, renewable thereafter upon mutual agreement of both parties, provided written notice of renewal is given by the **"TENANT"** to the **"LANDLORD"** at least three (3) months before expiration of the Contract. Furthermore, it is agreed upon that the **TENANT** has the first option to renew this Contract of Lease.

### **3. RENTAL AND DEPOSIT**

The **"TENANT"** shall pay the **"LANDLORD"** for the use of the **"PREMISES"** a monthly rental in United States Currency, without necessity of demand an amount of Two Thousand Five Hundred U S Dollars (USD 2,500) for the premises and the said assets. Such monthly rental charges are payable quarterly in advance and a refundable deposit of one month's rent. The receipt of the first such a payment shall be signified by the signing of the agreement.

#### **4. USE OF PREMISES**

The "TENANT" shall use the leased "PREMISES" exclusively for commercial purposes of the "TENANT". The leased PREMISES may not be sublet without written consent of the "LANDLORD". The "TENANT" and the "LANDLORD" shall comply with the existing ordinances and laws issued by the health or other duly constituted local or national authorities arising from or regarding the use, occupancy, sanitation and safety to the LEASED "PREMISES".

#### **5. WATER, ELECTRICITY AND OTHER UTILITIES.**

The "TENANT" shall be responsible for the payment of water, electricity, gas, telephone, garbage collection fees, and for other services rendered in his favor.

The "LANDLORD" shall be responsible for the proper functioning of the electrical system, the proper functioning of the water supply system including all tanks and pumps, all air-conditioning units, the generator and for proper fencing of the yard.

Any existing telephone lines in the "PREMISES" owned by the "LANDLORD" shall be deemed part of the lease and the "LANDLORD" shall not have the said telephone lines disconnected/transferred or caused to be assigned or sold.

#### **6. REALTY TAXES AND INSURANCE**

During the term of this lease or any renewal thereof, the "LANDLORD" shall be wholly responsible for all realty and personal taxes, assessments, fire insurance of house and other charges of a public nature which are or may be assessed against the "PREMISES" covered by this lease. The "LANDLORD" shall be responsible for obtaining and maintaining insurance for the LEASED "PREMISES" whereas the "TENANT" shall be responsible for obtaining insurance for the property of the "TENANT" placed within the LEASED "PREMISES".

#### **7. MAINTENANCE AND REPAIRS**

The "TENANT" shall keep the "PREMISES" clean and in sanitary condition and take care of the garden and keep it at all times in good condition. The "TENANT" has inspected the leased "PREMISES" and found the same to be in good tenantable condition. The "LANDLORD" shall be responsible for all major repairs occurring within the period of the lease. Such repairs shall be undertaken by the "LANDLORD" on his account, including repairs on the water, electrical and sewage installations. All minor repairs shall be undertaken by the "TENANT" on his account, including minor repairs on the water, electrical, air-conditioning, generator and sewage installations caused by ordinary wear and tear. Repairs due to the fault or negligence of the "TENANT", members of his household, guests or visitors shall be for the account of the "TENANT".

Should the "LANDLORD" fail to undertake major repairs within a reasonable period of time, after due written notice, the "TENANT" at his option may undertake such repairs

for the account of the "LANDLORD", who shall reimburse the "TENANT" without undue delay upon notice and presentation by the "TENANT" of satisfactory evidence of the costs incurred. Control of pests such as cockroaches, rats and the like are for the Tenant's account. However, prevention and control of dry-rot, fungi, termites and the like shall be for the "LANDLORD"s account.

## **8. IMPROVEMENT AND ALTERATIONS**

The "TENANT" has the right to install safety features at the leased premises security lights and change the locks and the like.

The "TENANT" shall not make any other substantial structural alterations, addition or improvements on the leased "PREMISES" without the previous written consent of the "LANDLORD". However improvements by the "TENANT" shall upon the termination of this Lease Contract automatically inure to the benefit of the "PREMISES" and become property of the "LANDLORD" without any obligation to refund costs to the "TENANT". The "TENANT" however shall have the absolute right to introduce furniture, carpets, drapes, paintings, appliances, movable improvements, ornamental and decorative objects or other fixtures and things which are not permanent in nature and to remove whichever of the said objects the "TENANT" has put in or installed. However, if at the expiration of the contract, removal of these items could cause damage or defacement of the property or structure, the "TENANT" shall fully compensate the "LANDLORD" for such damage.

## **9. FIRE HAZARDS AND OBNOXIOUS SUBSTANCES**

The "TENANT" shall not bring into or store in the leased "PREMISES" any inflammable material or obnoxious substance or any substance that may constitute a fire hazard; except for cooking gas (LPG) and gasoline for a power generator.

## **10. SALE, TRANSFER AND MORTGAGE**

The "LANDLORD" reserves the right to mortgage or sell the property, provided the "TENANT"s rights under this lease are respected. The "TENANT" himself agrees to allow the "LANDLORD" or his authorized representative, to enter the "PREMISES", together with the prospective buyers, upon prior notice and arrangement made by the "LANDLORD" with the "TENANT" and at reasonable hours. The "LANDLORD" agrees that in the event such sale of the leased "PREMISES" occurs, the conditions embodied in this Contract of Lease, shall be respected and honored by the new owner.

## **11. THIRD PARTY LIABILITY**

The "TENANT" during his occupancy of the leased "PREMISES", shall hold the "LANDLORD" free and harmless from any damages or liability or responsibility to any person or property arising out of or as a consequence of the fault and negligence of the "TENANT", his agents, employees, domestic help, or guests. The "TENANT" has no

liability in case of fortuitous events like earthquakes, explosion, flood, and the like, which are beyond the control of the "TENANT".

In case of damage of the leased "PREMISES" or its appurtenances by fire, earthquake, war or any other unforeseen cause, the "TENANT" shall immediately give notice thereof to the "LANDLORD". If the leased "PREMISES" shall be damaged by fire or other cause without the fault or negligence of the "TENANT", or its agents, clerks, servants or visitors, the injury shall be repaired, at the expense of the "LANDLORD", as speedily as possible, after such notice; but if leased PREMISES be so nearly destroyed as to make it untenable, without the fault or neglect of the "TENANT", either party may demand rescission of this contract. All advance but unused rentals shall be refunded by the "LANDLORD" to the "TENANT" without necessity of demand.

## **12. INSPECTION OF PREMISES**

The "TENANT" shall maintain the leased "PREMISES" in good and tenantable condition and for this purpose the "LANDLORD" reserves the right at reasonable times and with notice to enter and inspect the leased "PREMISES" and to make the necessary repairs thereof. The "TENANT" likewise agrees to cooperate with the "LANDLORD" in keeping the said premises in good and tenantable condition.

## **13. NOTICE**

Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

### **LANDLORD:**

Mr. GEORGE HADJI ALLIY  
Tanestates Limited  
P.O. BOX 5286  
DAR ES SALAAM

### **TENANT:**

The Managing Director,  
Emergency Plus Medical Services Tanzania Limited,  
P.O. BOX 70980,  
DAR ES SALAAM

## **14. SUBLEASE AND ASSIGNMENT OF RIGHTS**

The "TENANT" shall not assign, sell or transfer nor sublease the leasehold rights to the leased "PREMISES" or any party thereof without the prior written consent of the LANDLORD.

In the event that the "TENANT"'s operations in Tanzania are cancelled or terminated, the "TENANT" shall have the right to assign this Contract of Lease to a third party,

subject to prior written consent from the "LANDLORD", which consent shall not be unreasonably withheld by the "LANDLORD", without the forfeiture of the advance rental.

#### **15. NON-WAIVER**

The failure of either party to insist upon a strict performance of any of the terms, conditions, stipulations, or covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy which that party may have, nor shall it be construed a waiver of any subsequent breach or default of the terms, conditions, and covenants shall continue to be in full force and effect. No waiver by either party or any of its rights under the Contract of Lease shall be deemed to have been made unless expressed in writing and signed by such party.

#### **16. RETURN OF LEASED PREMISES**

The "TENANT", upon termination or expiration of this lease or any renewal thereof, shall quietly and peacefully deliver and surrender the leased **PREMISES** to the **LANDLORD**, in the same condition in which it was received, save what has been lost or impaired by the lapse of time, by ordinary wear and tear or by a fortuitous event. In the event of any conflict as to the extent of the damage caused to the leased premises, the matter shall be referred to a third party chosen by the **TENANT** and **LANDLORD** and the decision of such party shall be final and conclusive on both parties. Sixty (60) days prior to the return of the leased **PREMISES** the **LANDLORD** may show the **PREMISES** to prospective tenants at reasonable hours and with prior notice, may also affix a "For Rent" sign thereon.

#### **18. BREACH OR DEFAULT**

Violation by either party of any of the terms and conditions of this Contract shall entitle the aggrieved party to terminate this Contract by giving written notice to the other party of such violation and intention to terminate. Any breach or violation of any of the terms and conditions of this Contract of Lease by a party shall be put right within fifteen (15) days of written notification of the breach by the aggrieved party. Failure to put right the violation will automatically give the aggrieved the right to terminate this Contract of Lease even prior to the expiration of the stipulated term by thirty (30) days prior written notice to the other party.

#### **19. COVERAGE OF CONTRACT**

All terms and conditions of this Contract of Lease shall be binding upon the heirs, executors, administrators, principal, successors, and assigns of the parties.

#### **20. MODIFICATION OF CONTRACT**

This Contract shall not in any way be amended, modified or notated except by virtue of a written instrument signed by the **LANDLORD** and the "TENANT".

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signature on this 17<sup>th</sup> day of JANUARY 2022 in Dar es Salaam

**SIGNED and DELIVERED at DAR ES SALAAM**  
by the said **GEORGE HADJI ALLIY** who is  
identified to me by .....  
the latter being known to me personally in my presence  
in my presence this 17<sup>th</sup> day of January 2022

  
\_\_\_\_\_  
**LANDLORD**

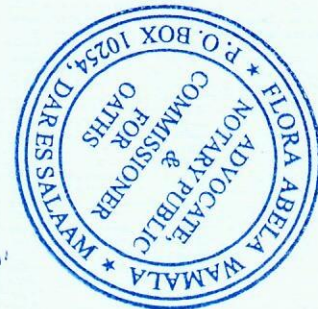
**BEFORE ME:**

**NAME** FLORA ABELA WAMALA

**SIGNATURE** 

**POSTAL ADDRESS** P.O. Box 10254, DAR ES SALAAM

**QUALIFICATION: COMMISSIONER FOR OATHS**

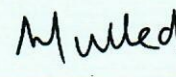


**SEALED with the COMMON SEAL of the said** )  
**EMERGENCY PLUS MEDICAL SERVICES** )  
**LIMITED and DELIVERED in our presence** )  
in our presence this ..... day of January 2022 )



**SEAL**

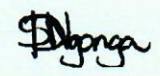
Full Name : Dr Abbas Gullet, MBS

Signature : 

Postal Address : c/o P O Box 70980 Dar es Salaam

Designation : Director

Full Name : Susan Ng'ong'a

Signature : 

Postal Address : c/o P O Box 70980 Dar es Salaam

Designation : Managing Director