

**THE UNITED REPUBLIC OF TANZANIA**

**THE LAND ACT, 1999  
(CAP. 113 OF THE LAWS)**

**THE RENT RESTRICTION ACT CAP  
(CAP. 339 OF THE LAWS)**

**LEASE AGREEMENT**

**BETWEEN**

**MR. ELIREHEMA OBEDI MEJOOLI  
LESSOR**

**AND**

**MR. THEOLAIRE DJAMA  
LESSEE**

**IN RESPECT TO A LANDED PROPERTY SITUATED AT  
SALASALA KILIMAHWEA KINONDONI MUNICIPALITY DAR ES SALAAM.**

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this <sup>14<sup>th</sup></sup> day of <sup>JUNE</sup> 2022

**Between**

**MR. ELIREHEMA OBEDI MEJOOOLI** of P.O. Box 11457 Dar es Salaam, hereinafter to be called 'The Lessor' which expression includes their assigns, agents and successors in title of the one part;

**And**

**MR. THEOLAIRE DJAMA** a British Citizen with Passport No. 532975835 of P.O Box Dar es Salaam, hereinafter to be called 'The Lessee' which expression includes their assigns, agents and successors in title of the second part;

**WHEREAS** the Lessor is the owner of property located at Plot No 382 – 385 Block K Kunduchi area, Kinondoni Municipal, Dar as salaam hereinafter called 'The Demised Premises';

**AND WHEREAS** the Lessee has inspected the said premises and is desirous of leasing it and the Lessor is willing to let it out;

**NOW THIS AGREEMENT WITNESSETH** as follows: -

**1. TERMS:**

The Lessor shall let all and the Lessee shall take part of the demised premises to wit Plot No 382 – 385 Block K Kunduchi area, Kinondoni Municipal, Dar es salaam for a period of three years commencing on the 16<sup>th</sup> August, 2022.

**2. RENT:**

The rent for the demised premises shall be TZS 1,500,000/= (One Million Five Hundred Thousand Only) per month. The Lessee in all the Lease Agreement shall pay be paying the rent in every 6 months that is to say Tshs 9,000,000/= will be deposited in the Lessors designated Bank account. No: 01J2029467800 CDRB AZIKIWE BRANCH

**3. HANDING OVER OF THE PREMISES:**

The Lessor shall handover vacant possession of the demised premises to the Lessee immediately after signing this lease agreement.

**4. THE LESSEE'S COVENANTS:**

The Lessee hereby covenants with the Lessor as follows: -

- a) To pay the rent hereby reserved on the days and in the manner and in the currency aforesaid.
- b) To pay the suppliers thereof all charges for telephone, electricity sewerage, sanitation, conservancy and security guard charges with effect from the date the Tenant shall enter into occupation of the demised premises.
- c) Not to make any structural alterations in or additions to the demised premises without the Lessor's written consent: provided that such consent shall not be unreasonably withheld.
- d) To use the demised premises for the residential purposes only.
- h) To comply with the local authority regulations relating to the demised premises.
- i) Not to sublet the whole building or part of the demised premises or any part thereof in writing: provided that possession and/or occupation of the demised premises without the consent of the Lessor.
- e) To permit the Landlord or his duly authorized surveyor or agent upon the demised premises.
- k) Not to take upon, keep, place or store any dangerous or inflammable material in the demised premises.
- l) At the termination of this contract , the lessee for whatever he has added to the premises with the consent of the Lessor, will



negotiate with Lessor to be compensated all the improvement he has done in the said premises as per the list attached and agreed price between the parties of this contract ,whereas failure to that ,the Lessee will remove all the materials that including fittings, fixtures, equipment and appliances that were used in finishing and improving the building .

However, for improvement which will not be able to remove without being devalued, the Lessor will be required to compensate the Lessee this included electricity system, sanitary system before the end of contract.

m) Not to conduct any illegal business on the leased premises.

**5. LESSORS COVENANTS:**

The Lessor hereby covenants with the Lessee as follows:

- a) To pay the requisite land rent and property tax in respect of the demised premises.
- b) To permit the LESSEE paying the rent hereby reserved and performing and observing the covenants and stipulations herein contained on their part, to peacefully hold and enjoy the demised premises during the term hereby created without any interruption by the LESSOR or any person rightfully through, under or in trust for the LESSOR.
- c) To pay % of the W/holding tax and VAT.

**6. MISCELLANEOUS**

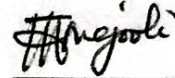
Provided always and it is hereby declared as follows: -

- a) Three months prior to the expiration of the lease, upon notice Issued by the Lessor to the Lessee, the parties shall make a Joint inspection of the premises to identify any status and the Improved value to ascertain compensation.

- b) That it is agreed by both parties herein that after the expiration of three years the payable lease amount shall be subject to a minimum of 10% increase, entirely depending on the economic conditions prevailing at the particular time.
- c) If either party shall desire to terminate the term hereby granted, the party shall give the other party Three months' notice in writing.
- d) If the Lessee chooses to move out before the end of the lease term or renewal thereof, the lessee understands that the lessor will incur costs, which include but not limited to the time and expenses in finding and renting to a new tenant. The lessee will be obliged to give three months' notice in writing; and as a result of breaking a lease early, the lessee is required to pay a fine equal to two month's rent.
- e) If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby granted herein to wit Two years they shall deliver to the Lessor or leave or send by registered post to their last known address in Tanzania notice in writing of not less than three months before the expiration of the term hereby granted and the rent that the parties hereto shall have mutually agreed but subject in all respects to the same terms and conditions herein contained the present clause excepted.

**IN WITNESS WHEREOF** the parties hereto have signed in the manner and on the day and year hereinafter appearing.


SIGNED and DELIVERED by the said )  
ELIREHEMA OBEDI )  
MEJOOI who is known to me personally/ )  
Identified to me by )  
This <sup>14<sup>th</sup></sup> day of JUNE, 2022 )



THE LESSOR

**HOWA HIRO MSEFYA**  
Advocate, Notary Public And  
Commissioner For Oaths  
Dar es Salaam


**BEFORE ME:**

Signature:   
Name: HOWA HIRO MSEFYA  
Address: 35187 DAR-ES-SALAAM TANZANIA  
Qualification: COMMISSIONER FOR OATHS

SIGNED and DELIVERED by the said )  
THEOLAIRE DJAMA )  
Who is known to me personally/ )  
Identified to me by )  
This <sup>14<sup>th</sup></sup> day of JUNE, 2022 )

  
THE LESSEE

**BEFORE ME:**

Signature:   
Name: HOWA HIRO MSEFYA  
Address: 35187 DAR-ES-SALAAM  
Qualification: COMMISSIONER FOR OATHS

**HOWA HIRO MSEFYA**  
Advocate, Notary Public And  
Commissioner For Oaths  
Dar es Salaam