

## **LEASE AGREEMENT**

**THIS LEASE made on 12<sup>TH</sup> DAY of September 2021**

**Between**

**THEO LIMITED**, a Registered Company in Tanzania; **TIN 153-601-399**; , in Dar es salaam (hereinafter called as ‘‘the Lessee’’) Which expression shall wherever the context permits be deemed to include its successors, persons deriving title under the Lessee and assigns of the one part.

**AND**

**Mr. ELIREHEMA OBEDI MEJOLIA** natural person whose address is P.O.BOX 11497 DAR ES SALAAM, and (hereinafter called ‘the Lessor’’) which expression shall wherever the context permits be deemed to include its successors, persons deriving title under the Lessor and assigns of the other part.

**WHEREAS**

1. **‘‘the Lessor’’** is the lawful owner of the Dar es salaam and is desirous of offering the premises, hereinafter referred to as the demised premises.
2. The Lessee is willing and able to take over the tenancy of the above mentioned property therein to this Agreement for the purpose of staffs accommodation and related activities.

**NOW THIS AGREEMENT WITNESSTH** as follows:

**In consideration of the rent and; the lessee’s Covenants** hereinafter reserved and contained ‘‘the Lessor’’ Hereby Demises unto Leases together with the Lessor’s fixtures and fittings thereof and the agreement. TO HOLD THE DEMISED PREMISES into the Lease for a term of SIX MONTHS with effect from 12<sup>th</sup> September, 2021 to 12<sup>th</sup> February, 2022 with:-

- (a) Full right liberty for the Lessee and all its staffs always authorized by them (in common with all other persons entitled to the like (right) to peaceful occupation and use of the demised premises.

- (a) That the Lessee shall pay to the Lessor, a Monthly Lease Fee of Tanzanian Shillings one hundred Thousand Shillings only (TZS 100,000.00).

**PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY DECLARED** by the parties to these present as follows:

- i. The period of tenancy shall be six months starting from 12<sup>th</sup> September 2021 to 12<sup>th</sup> February 2022 with an option for renewal at the determination of the lease if it suits both parties on the same terms and conditions.
- ii. In case of renewal of the lease, the rent fees shall be fixed for one year.
- iii. **Electricity and Water utility Services):-**
  - a. That the Lessee shall pay the Electricity (power and light) and Raw Water consumed in the demised premises during the period of this Agreement at the applicable rates from time to time of Tanzania Electric Supply agent respectively.

**THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:**

- (i) Not to assign or part with the possession of the demised premises or any part thereof without the written consent of the Lessor, such consent not to be unreasonably withheld.
- (ii) To keep the demised premises including all fixtures in good state of repair (reasonable wear and tear excepted) and to paint the premises and repair all breakage and damage and maintain the demised premises as required by the health authorities.
- (iii) Not to make any alteration or addition to the demised premises without the written consent of the Lessor and such consent shall not be withheld unreasonably.

- (iv) Unless the lease is renewed to surrender vacant possession of the demises premises to the Lessor at the expiry of the contractual period in clean and good tenable condition and all items within returned in full stock.
- (v) Forthwith to comply with any reasonable notice that may be given by the Lessor requiring any breach of any of the obligation on the part of the Lessee under the abovementioned clause to be made good.
- (vi) To comply with all by laws, rules and regulation of any government or local authority affecting the business of the Lessee and to obtain or cause to be obtained all requisite licenses and approval in the name of the Lessee.
- (vii) To permit the Lessor or its duly authorized agents with or without workmen at all reasonable times of the day, upon issuing a reasonable notice in respect thereof, to enter the demised premises or any part thereof in order to examine or inspect the state of the premises for the purposes of carrying out therein or there from any repair work, additions alterations or other works which may appear to be necessary or desirable to the demised premises or to the building. Provided that the authorized staff of the lessee accompanies them.
- (viii) To use the demised premises for the intended residential purposes only and not to use or suffer or permit the same to be used for any unlawful or immoral purpose.
- (ix) Not to sublease, transfer, assign, or sell with the benefit of this lease or part thereof to any third party without prior written consent of the Lessor PROVIDED that it shall be lawful for the Lessee to assign this Lease to their company to be incorporated.

**THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- a. During the tenancy of the agreement, and as long as the Lessee remains as a tenant, and pays the agreed rental consideration and observes all covenants bidding on him he shall have a peaceful enjoyment of the demised premises to hold the demised premises and to

occupy the same without any interruption by the Lessor or any person or persons lawfully claiming under or in trust for the Lessor.

- b. The Lessor shall hand over the premises as vacant possession with no encumbrances, rates, taxes and liabilities whatsoever to the Lessee.
- c. To pay land rent and any other statutory charges which attach to the demised premises and which are not within the ambit of the obligations of the Lessee.
- d. To keep in good and tenable condition the structure of the building and in particular the roofs, foundations and walls thereof that are situate wholly within the demised premises.

**PROVIDED ALWAYS IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT:**

- i. If the Lessee to modify, add or erect new structures on the demises premises the Lessee shall be responsible to secure all the necessary permit as may be required under land and city laws and regulations and seek permission from Lessor in writing.
- ii. If any rent or other payment or any part thereof shall remain unpaid for a period of more than thirty(30) days, after the same shall have become have become due (whether legally demanded or not) the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall be determined but without prejudice to the rights of the Lessor in respect of any antecedent breach of any covenant or obligation on the part of the Lessee herein contained.
- (i) In case the demised premises or any part thereof shall at any time during he said term be so damaged or destroyed by act of God or force majeure or other risk against which the Lessor shall have insured as to be unfit for occupation and use then(unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee) the rents hereby reserved or a fair proportion thereof according to nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use.

- (ii) The Lessee is at liberty to take any alternate and/or additional measures for the security of his property in the demised premises.
- (iii) This agreement is personal to the Tenant and is not assignable and the rights set out above may only be exercised by the Lessee, its employees and the properly authorized invitees.
- (iv) This agreement can be terminated at the discretion of either party by giving the other one (1) month written notice.
- (v) Any notice served under or in respect of this Lease shall be by registered mail addressing the same to the above given postal address in prepaid envelope.
- (vi) It is hereby agreed by and between the parties that the Lessee undertakes to be held directly responsible and/or compensate the Lessor for any action, litigation and or complaint for any nuisance, public and /or private alleged to have been caused by the business of the Lessee that may be made to the neighbours, members of the public or the authorities during the subsistence of the lease.
- (vii) This agreement shall be governed by the laws of the United Republic of Tanzania.
- (viii) It is hereby agreed by and between the parties that the Lessor shall insure the demised premises and the Lessee shall insure all his own property in the said premises.
- (ix) No liability shall attach in respect of any breach of any positive covenant on the part of the Lessor or the Lessee herein contained or implied so long as they shall be prevented from performing the same by statutory restrictions or matters beyond their control.
- (x) In case of any dispute or conflict in the interpretation or implementation of this Agreement, or in case there is any breach of any provision hereof as provide for hereinabove, then both parties shall convene a mediation meeting and amicably settle the dispute and in the event mediation fails the dispute shall be referred to a judicial body competent to adjudicate and decide upon the dispute.

IN WITNESS WHEREOF, the parties have caused our Seal to be hereunto affixed on the day and year hereinafter mentioned.


Signed by the said **ELIREHEMA OBEDI MEJOLI**

who

Is known to me personally/identified to me by  
~~DJANA THEOLAIRE~~ the later being known  
to me personally this .....day of 12<sup>TH</sup> September 2021.

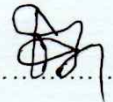
  
LESSOR

**Before me:**

Full Name : **EUGABENH ANAMI KAVIHE**  
Signature :   
Postal Address: **P.O. BOX 200 DAR ES SALAAM**  
Designation : **COMMISSIONER FOR OATHS**

**SIGNED and SEALED with COMMON SEAL of THEO COMPANY LIMITED of DAR ES SALAAM and DELIVERED in our presences this Agreement on 12<sup>TH</sup> day of SEPTEMBER 2021**

NAME **DJANA THEOLAIRE** .....

SIGNATURE  .....



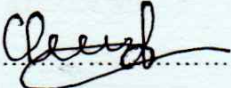
POSTAL ADDRESS **SACAJA KILIMANJWA** .....

QUALIFICATION **DIRECTOR** .....

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STAMP DUTY  
Shs. 12000 =  
Receipt No. 99944216569  
Dated 13/09/21  
Collector  
Manager Kinondoni T...

**WITNESSES BY:**

(1) FULL NAME ..... VANESSA ISINBI .....

SIGNATURE .....  .....

POSTAL ADDRESS ..... ~~SAPA SIA~~, KIDINAHUA .....

QUALIFICATION ..... DIRECTOR .....