

LEASE AGREEMENT

THIS LEASE is made on between **Linda Kokutona Mutasa and Buberwa Stephen Mutasa** of P.O. Box 65248, Dar es Salaam ("hereinafter referred to as "**Landlord**" which expression shall include successors, assigns and beneficiaries claiming under her") of the one part;

and

Likungu Construction Company Limited a Limited Liability Company incorporated in the United Republic of Tanzania licensed to undertake construction activities whose principal place of business is at House No. 1&2 , Plot No. 6, Yaser Arafat Road, Oyster-bay Dar es Salaam. ("hereinafter called the **Tenant**"); of the other part.

1. DEFINITIONS.

Commencement Date	means 11 th August, 2023
Lease	means this Lease Agreement.
Permitted Use	means the use of the Property as an Office and residential for the Tenant
Property	means the House No. 1 and 2 and surrounding compound, which is located at No. 6, Yaser Arafat Road, Oyster-bay, Dar es Salaam.
Property taxes	means all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property except any tax assessed on the Landlord in respect of her ownership of , rental from or dealing with her interest in the Property.
Rent	means the monthly rent of \$ 2,247.5 US Dollars PER APPARTMENT and proportionately for a shorter period.
Service Channels	means all facilities for supply of drainage, water, gas, electricity, telecommunications and other services including cisterns, sewers, pipes, drains, wires, cables, ducts, and aerials.
Term	means one year
Lease period:	means three years divided into three terms. the second term will commence upon completion of the first term payment

2. **GRANT TO TENANT**

2.1 The Landlord lets and the Tenant takes the Property at the Rent and on the terms set out in the Lease.

3. **COMMENCEMENT AND NOTICE FOR TERMINATION**

3.1 The Lease starts on the Commencement Date and will remain in force until 10th August ,2024 for the first term then from or until the Lease is terminated. The second term will commence after payment of the second term payment as agreed by parties. The second term will not commence before payment of agreed rent.

4. **QUIET ENJOYMENT**

4.1 The Landlord agrees that if the Tenant pays the Rent and other moneys payable under the Lease and complies with all obligations of the Lease it may quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person claiming under or in trust for her.

5. **RESERVATIONS AND LANDLORD RIGHTS**

5.1 The Tenant shall give the Landlord, or anyone authorised by her in writing, access to the Property for the purpose of:

5.1.1 inspecting the condition of the Property, or how it is being used;

5.1.2 doing works which the Landlord is required or permitted to do under the Lease;

5.1.3 complying with any statutory obligation;

5.1.4 affixing to the Property a notice that it is to be let or sold;

5.1.5 viewing the Property as a prospective buyer or mortgagee or, during the last three months of the lease period, as a prospective tenant;

5.1.6 valuing the Property; or

5.1.7 inspecting, cleaning, decorating, maintaining or repairing property, or any Service Channels serving the property.

5.2 Except on an emergency access under this clause may be exercised only on seven day's written notice and during normal business hours.

5.3 The Landlord shall promptly make good all damage caused to the Property and any goods there in while exercising these rights.

6. **RENT AND OTHER FINANCIAL PROVISIONS**

6.1 The Tenant shall pay the Rent to the Landlord in advance and without deduction or set-off. For the six months

6.2 The TENNANT shall pay withholding tax of the total payable rent and stamp duty fee to the Landlord

6.3 The land lord shall pay the withholding tax and stamp duty to TRA and provides the receipts to the tennant.

7. **THE TENANT TO PAY OUTGOINGS**

7.1 The Tenant shall pay all charges for all water, gas, electricity, telecommunications, and other services supplied to or used at the Property during its occupation of the Property and compensate the Landlord in full on demand for or on any liability for them.

7.2 Any charges for services and rent supplied or used partly during and before or after the Tenant's occupation shall be apportioned.

Water: subject to monthly billing by the authorities Electricity: as per usage using the LUKU system

8. **REIMBURSE THE LANDLORD'S EXPENSES**

8.1 If the Tenant at any time fails to comply with any of its obligations under this Lease and the Landlord performs it the Tenant shall repay the Landlord on demand any money expended by her for that purpose.

9. **THE LANDLORD TO PAY PROPERTY TAXES**

9.1 The Landlord shall pay all Property Taxes in respect of the property.

10. **ABATEMENT OF RENT**

10.1 The Rent shall be suspended if:

10.1.1 At any time the Property is destroyed or damaged; and

10.1.2 the destruction or damage was not caused by the Tenant; and

10.1.3 the Property is not rebuilt or restored within SIX months after the happening of the destruction or damage.

10.2 The period of the suspension shall start on the happening of the destruction or damage and shall continue for as long as the Property remains uninhabitable or unfit for use by reason of that destruction or damage.

10.3 If the Property is not wholly destroyed or damaged and remains in part reasonably inhabitable or fit for use, a fair proportion and not the whole of the rent shall be suspended according to the nature and extent of the damage.

11. **MAINTENANCE AND REPAIR**

11.1 The Tenant shall keep the interior of the Property and its compound in as good a state of repair and condition as it is in at the date of this Lease. A schedule of which condition is annexed to this Lease and signed by the parties.

11.2 In this clause, the interior of the Property includes:

11.2.1 doors and windows;

11.2.2 floors, ceilings and surfaces of walls;

- 11.2.3 service Channels; and
- 11.2.4 sanitary, air conditioning, lighting and all other landlord's fixtures and fittings.
- 11.3 The Tenant shall maintain the surrounding compounds, gardens, and walks in as good a condition as they are in at the date of this Lease.

12. USE AND OCCUPATION OF THE PROPERTY

- 12.1 The Tenant shall not use the Property except for the Permitted Use i.e the office or residential
- 12.2 In the circumstances where by the Tennant shall use property for un-permitted use the Lease will be terminated without negotiations and the rent paid will not be reimbursed.
- 12.3 The Tenant shall not use the Property for:
 - 12.3.1 any offensive, noisy, dangerous, illegal, immoral or improper purposes;
 - 12.3.2 keeping live birds or animals;
 - 12.3.3 exhibition or entertainment;
 - 12.3.4 public meeting; or
 - 12.3.5 any sale by public auction.

13. USE OF STAND-BY GENERATOR

- 13.1 The Tenant agrees that there is a stand-by generator within the surrounding areas of the Property. The generator has been tested and agrees it is in good condition.
- 13.2 The Tenant shall make reasonable use of the Stand-by generator during power-cuts. The Tenant shall be responsible for the maintenance and servicing of the Generator during the Term of the Lease and ensure it is kept in as good a condition as it has been found to be in on the date of the Lease.

14. NO NUISANCE

- 14.1 The Tenant shall not do anything on the Property which may be a nuisance or annoyance to the Landlord or other tenants or the owners or occupiers of any neighbouring properties.

15. ASSIGNMENT AND SUBLETTING.

- 15.1 The Tenant shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property without Landlord's prior written consent.
- 15.2 Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate the Lease.

16. **TERMINATION**

- 16.1 Subject to agreement for renewal between the parties, at the end of the Term, the Tenant shall return the Property to the Landlord in the state and condition in which this Lease requires the Tenant to keep it. For this purpose, the Property includes all its fixtures and fittings; Stand-by generator, and anything else on it which belongs to the Landlord.
- 16.2 Failure to pay the second term payment by 11th August, 2025, the Lease will be terminated

17. **ABANDONMENT.**

- 17.1 If at any time during the term of this Lease, the Tenant abandons the Property or any of Tenant's personal property in or about the Property, the Landlord shall have the following rights:
 - 17.1.1 at Landlord's option, enter the Property by any means without liability to Tenant for damages and may re-let the property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting;
 - 17.1.2 Also, at Landlord's option, Landlord may hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting.
 - 17.1.3 Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant.
 - 17.1.4 Landlord is entitled to presume that the Tenant has abandoned the Property if the Tenant removes substantially all of Tenant's furnishings from the Property, if the Property is unoccupied for a period of one month , or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Property.

18. **SEVERABILITY**

- 18.1 If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

19. **INSURANCE**

- 19.1 The Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

20. **BINDING EFFECT**

- 20.1 The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, beneficiaries, and permitted assigns of the parties.

21. **GOVERNING LAW**

- 21.1 It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of United Republic of Tanzania.

22. **ENTIRE AGREEMENT**

22.1 This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant.

22.2 The lease will not be signed until the rent agreed is paid in full amount.

23. **NOTICES.**

23.1 Any notice required or otherwise given pursuant to this Lease shall be in writing.

24. **RENEWAL**

24.1 The Lease is renewable upon terms and conditions to be agreed by the parties.

24.2 The Tenant shall provide a three month notice prior to Termination of the Lease on intention to renew the Lease.

24.3 The Landlord shall inform the tenant in writing three months prior to termination of the Lease.

24.4 Upon Termination of the Lease, in the absence of an agreement for renewal, the Tenant shall be liable for Rent on a monthly basis, or proportionately for shorter periods as appropriate, until such time the Tenant returns the Property to the Landlord, or until terms of Renewal have been agreed.

25. **PAYMENT OF THE RENT**

25.1 The rent paid shall be for six months only and not otherwise

25.2 Payment shall effected in the beginning of each term as allocated.

25.3 The extension of the Lease will be agreed by Parties if need be

25. Mode of Payment

The rent will be paid through Bank. The details are as follows:

Bank Name: Equity Bank

Account Name: Kemilembe Salome Mutasa

Account Number: 3011111060380 **(USD)**

Name: LINDA KOKURONA MUTASA
Signature: *Linda*
Postal Address: 65248, DSM
Qualification:

SIGNED AND DELIVERED
By Buberwa Steven Mutasa in my presence
This 04 Day of DS.....2023

Name: Buberwa Steven Mutasa
Signature: *Buberwa*
Postal Address: 65248, DSM
Qualification:

SEALED with the Common Seal of the said]
LTKUNGU CONSTRUCTION COMPANY LTD]
And DELIVERED in the presence of us]
This 04 day of 08 2023] SEAL/ STAMP

NAME: KAN JIAN
SIGNATURE: *[Signature]*
POSTAL ADDRESS: Dar Es Salaam
QUALIFICATION: DIRECTOR/ AUTHORIZED PERSON

NAME: JIANG LIQUAN

SIGNATURE: 姜利全

POSTAL ADDRESS:

QUALIFICATION: DIRECTOR/ AUTHORIZED PERSON

Drawn by

Linda Kokufana Mutasa
P.O. Box 65248
Dar es Salaam

and

Buberrwa Stephen Mutasa
P.O. Box 65248
Dar Es salaam

~~Handwritten signature~~
09/05/2023
ADVOCATE

