

DATED THIS 31/12/2022

LEASE AGREEMENT

BETWEEN

MR ALVIN BENITO

AND

FORWORLD TANZANIA COMPANY LIMITED

**IN RESPECT OF THE PROPERTY LOCATED AT
MSIMBAZI STREET, MSANGA MKUU WARD,
MTWARA DISTRICT-MTWARA REGION.**

LEASE AGREEMENT

AN AGREEMENT made on the day of the **01/1/2023** between the “Landlord” **MR ALVIN BENITO**

AND

FORWORLD TANZANIA COMPANY LIMITED whose address for the purpose hereof is Post Office Box 528 MTWARA (hereinafter referred to as the “Tenant”)

WHEREAS

A. The Landlord agrees to let or rent the property at Msimbazi Street, Msanga Mkuu Ward, Mtwara District, Mtwara Region (therein after called “The demised premises”) to the Tenant

B. **AND** the Tenant is desirous of renting the demised premises from the Landlord for a period of **FOUR (4) YEARS**.

NOW THEREFORE THIS AGREEMENT WITNESSED as follows:

1. TERM OF THE TENANCY:

The Tenant leases a **PROPERTY** as dwelling premises situated on Msimbazi Street, Msanga Mkuu, Mtwara District, MTWARA from the **01/10/2023** for a term of **FOUR YEARS** only expiring on the **31/12/2026** (both days inclusive).

2. RENT PAYABLE:

The Tenant shall pay TSHS **12,000,000/=** being the rent for **TWO YEARS** (i.e. 500,000/- Tz shillings per month x 12 months). This is inclusive of the 10% Tanzania Revenue Authority (TRA) withholding tax and upon completion of this tax payment, the tenant shall present a certified copy of the proof of payment to the landlord. This amount shall be paid to the Landlord in one installment upon signing this contract. The Tenant must also pay for all electricity and water bills acquired during the lease. The landlord will pay any required tax directly to the relevant authority.

3. BOND PAYABLE:

The tenant shall also pay a bond of **500,000/-** This bond will be returned to the tenant if there are no damages to pay at the completion of this period. If there are damages to pay, as result of the tenant's misuse of the property, then the tenant is isobligated to surrender this bond payment and in addition, pay for all necessary repairs.

4. THE TENANT COVENANTS WITH THE LANDLORD as follows:

- a) To pay the reserved rent on the days and in the manner aforementioned without any deduction whatsoever.
- b) To pay all water, lighting, sanitary, conservancy and other charges whatsoever which now are or may hereafter be assessed or imposed on the demised premises or any part thereof on the Landlord or the Tenant in respect thereof;
- c) For the duration of the tenancy, the tenant is expected to ensure that all doors, windows, exterior and interior walls, pavement, outside gate, water taps, basins, internal sanitary apparatus, electric lights, fittings and all other Landlord's fixtures and fittings are in good and tenable repair.
- d) To permit the Landlord or its agents, at all reasonable times during the said term with or without workmen or others to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or out of repair to leave notice in writing on the demised premises of such defects or maintenance of which the tenant is liable under the provisions of paragraph c) hereof requiring the Tenant to make good the same in a proper manner to the satisfaction of the Landlord within the space of one calendar month next after every such notice shall be left as aforesaid.

- e) Not to make any alterations in or addition to the demised premises without written consent of the Landlord. At the end of the contract, the tenant must handover the premises to the landlord as it was in its' original condition.
- f) Not to cut, main or injure any of the walls or timbers of the demised premises or the said building or suffer or permit the same to be done.
- g) To use the demised premises for the purposes of residential only.
- h) Not to assign, lease, sublet or otherwise part with the possession of the demised premises or any part thereof without the written consent of the Landlord, but such consent shall not be unreasonably withheld **AND IT IS HEREBY AGREED AND DECLARED** that upon any breach of this covenant by the tenant it shall be lawful for the Landlord to re-enter upon the demised premises and the Tenancy hereby granted shall be determined obsolete but without prejudice to the rights of action of the Landlord in respect of any breach of the Tenant's covenants herein contained.

5. THE LANDLORD CONVENANTS WITH THE TENANT as follows:

- a) To keep the roofs, main walls of the house, the electrical apparatus comprised in and forming part of the electrical circuits thereof and the drains, septic tanks and water supply and pipes carrying the same to the house in good and tenable repair and condition before handing over the demised premises to the Tenant.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

a) In the event if the demised premises or any part thereof being destroyed by fire or being made untenable for any other reasons whatsoever so as to be unfit for use, then the rent hereby reserved or a fair proportion thereof, according to the nature of the extent of the damage sustained, shall be suspended until the said premises shall be rendered fit for use.

b) If default shall be made in the performance of any of the covenants, on the part of the Tenant, then the term herein contained shall cease notwithstanding anything to the contrary and without prejudice to any right of action or remedy of the landlord in respect of any antecedent breach of any covenants by the Tenant herein before.

7. TERMINATION OF THIS LEASE

Each party shall be at liberty to terminate this lease before its expiration by giving to the other party a minimum of **one calendar months'** notice in writing. During this month, the landlord reserves the right to access the premises with the purpose of showing the premises to prospective tenants. The tenants shall not be entitled to a refund of rental payments for the period of this notice. The tenant shall at the expiration of the said notice, deliver vacant possession of the premises to the Landlord.

8. RENEWAL OF THIS LEASE

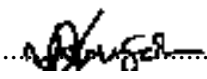
A new contract may be entered into at the end of this six-month period and this new contract is entirely at the discretion of the landlord. A **one month** notice before the expiration of this contract shall be given by the tenant subject to their intension to enter into another lease. Additionally, the new lease contract is subject to the satisfactory state of the property. Finally, the landlord reserves the right to increase rental payments at the beginning of another contract.

IN WITNESS WHEREOF the Landlord and the Tenant have executed these presents on the day herein before appearing.

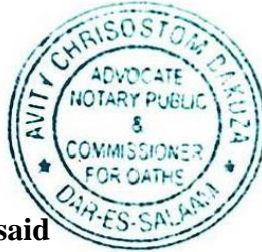
SIGNED AND DELIVERED for and on behalf of the said

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In my presence this . **01** day of **JANUARY 2023**

.....

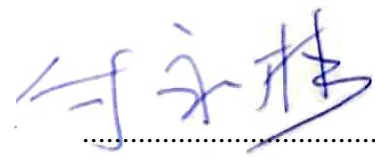
LANDLORD



SIGNED and DELIVERED by the said

.....

In my presence this .**01** day of ... **JANUARY 2023.**



TENANT



NB

Attach a photo and supporting documents (e.g verified copy of passport or national Identity card)