

**LEASE AGREEMENT**

**BETWEEN**

**ANNA MARIA MICHAEL**

**(FOR LANDLORD)**

**AND**

**GOLDEN LEAF ENERGY LIMITED**

**P.O.BOX 76044**

**COAST REGION**

**@2023**

Scanned with CamScanner

## **LEASE AGREEMENT**

**LANDLORD:** Anna Maria Michael, P.O Box 4690, Dar es Salaam.  
**NIDA Number:** 19790710-14130-00003-13

**TENANT:** Golden Leaf Energy Limited  
P.O Box 76044 Coast Region

**PREMISES:** Premise (hereinafter referred to as demised premise) at Mwanambaya, Mipeko Ward, Mkuranga District, P.O BOX 10

**USE:** For commercial use only.

**TERM:** The tenancy is for a fixed period of one year. Commencing from the date of handover and may be renewed or extended by mutual consent. If the Tenant wants to renew/extend they may give notice of renewal of at least Thirty (30) days before expiry of the lease.

**COMMENCEMENT:** The duration of the lease shall commence on 1<sup>st</sup> April 2023 and that the Landlord shall grant the Tenant vacant possession of the leased premises on the date of signing the Agreement to allow the Tenant to undertake the necessary renovations.

**RENT:** It is hereby agreed that the rent shall be Tanzania Shillings Only, one million and eight hundred thousand (**TZS 1,800,000**) per month; and the Landlord shall not increase the rent for the entire term of this Agreement. The said rental payment shall be paid through;

### **OBLIGATIONS OF THE TENANTS**

1. Subject to the terms and conditions herein, at the commencement of this lease the Tenant shall pay TZS 1,800,000 per month - in advance.
2. The Tenant has the right to sublet the premises.
3. The Tenant shall keep the premises in a good and tenable condition.
4. The Tenant shall pay the utility bills such as electricity and water promptly.
5. Not to do or permit or cause to be done any illegal business;
6. The Tenant covenants that it shall not maliciously or by reason of gross negligence substantially damage the premises, save that, the Landlord approves re-painting inside and outside of the premises at the color choice of the Tenant and that the Tenant is authorized to inter-connect the rooms at the Tenants cost/expense. In the event that the Landlord is desirous of maintaining the additions/alterations to the premises the landlord shall pay a reasonable sum to the Tenant upon the expiration of the lease.
7. The Tenant shall give prompt notice to Landlord of any dangerous, defective, unsafe or emergency conditions in the leased premises. And upon the notice, tenant and landlord will discuss on how to solve the said dangerous, defective, unsafe or emergency conditions.

### **OBLIGATIONS OF THE LANDLORD:**

8. That as long as the Tenant is observing all the covenants and conditions contained in this lease shall peacefully hold and enjoy the demised premises during the lease term without any interruptions from the Landlord or any person rightly claiming under or in trust for it;

9. To pay all the existing rates, charges and tax assessments and all such outgoings in respect of the demised premises; The Landlord shall comply with all local and central government authority laws and regulations insofar as her tenancy is concerned.
10. To allow the Tenant to construct for use temporary structure or remove the Constructed Temporary structure at the demised premises at their cost. However, at the expiration of the lease agreement the tenant is allowed to remove and go with her furniture and air condition save the pavement.
11. The Landlord will fix and keep in repair the structures and exterior of the premises, including roof, drains, gutters, water supply, electricity supply and sanitation.
12. The Landlord covenants that the leased premises are safe, sound and healthy and that said premises shall be kept in said conditions at all times during the term of this lease and any extension renewal or continuation thereof.
13. The Landlord covenant that all essential services are now provided at all times during the terms of this lease and any extension, renewal, or continuation thereof. Essential Services herein and defined as electricity supply, running water, a properly functioning toilet facility system.
14. The Landlord covenants that there exists in the leased premises no violation of any applicable housing code, or regulation, and that no such violation will be permitted to exist at any time during the rent of this lease and any extension, renewal, or continuation thereof.
15. The land lord shall before execution of this lease make visible and demarcate all the boundaries and access roads to ensure no conflict arises with any of the neighbors.

**PROVIDED ALWAYS AND IT IS HEREBY AGREED that:-**

16. If any covenant on the part of the Tenant herein contained shall not be performed or observed, it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole or, and this Lease shall absolutely determine but without prejudice to any right of action to the Landlord in respect of any breach of the Tenants' covenant herein contained.
17. The Landlord shall not be responsible to the Tenant or the Tenant's licensees, servants or agents or other persons in the demised premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss for any chattel or property sustained in the premises.

**MISCELLANEOUS MATTERS**

18. Subject to the terms and conditions contained herein and subject to a full refund of rent for any duration of the unexpired term (remainder) of the lease any party can terminate the lease provided that a Six months' Notice of termination is issued and properly served onto the other party; during the Notice period rent is payable.
19. Landlord specifically covenants that, at no time during the tenancy established herein, terminates or cause to be terminated any utility services to the premises occupied by the Tenant. Landlord further covenants that she will at no time cause the Tenant to be removed from these premises by lockout, removing doors or stairs or in any way unlawfully disturbing Tenant's enjoyment of the property

20. The Tenant shall at reasonable and office hours give access to Landlord or his agents for any reasonable and lawful purpose. Except in situation of compelling emergency, Landlord shall give Tenant at least 48 hours' notice of intention to seek access, the date and time at which access will be sought, and the reasons therefore.
21. This lease constitutes the entire agreement of the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder and the payment or acceptance of rent hereunder shall not be deemed a waiver by either party of such right or remedy of the absence of writing as provided herein.

**LAWS AND JURISDICTION**

22. This lease agreement is governed by and shall be construed in accordance with the laws of the United Republic of Tanzania and in case a dispute arise the same shall be settlement between the parties by Mediation within Fourteen (14) days and if no amicable solution is sought the parties shall refer their dispute to a court with competent jurisdiction within Tanzania.

In witness whereof, the parties hereto have executed this lease agreement.

Dated this 31<sup>st</sup> day of March, 2023.

IN WITNESS WHEREOF the parties hereto have dully executed this present Agreement on the dates and the year and in the manner hereinafter appearing.

**FOR THE TENANT**

SEALED with the Common Seal  
of .....and  
DELIVERED in our presence this 31<sup>st</sup> Day of March 2023  
BEFORE ME:

} Jovon  
TENANT

Name: JOVIN J. TIBENDA

Signature: [Signature]

Postal address: P O BOX 22566 DSA

Qualification: ADVOCATE



**FOR THE LANDLORD**

SIGNED and DELIVERED at Dar es Salaam  
By the said ANNA MARIA MICHAEL  
Who is introduced to me by MIRIAM  
ALHASS the latter being known to me  
Personally this 31<sup>st</sup> Day of March 2023

} [Signature]  
LANDLORD

**BEFORE ME:**

Name: JOVIN J. TIBENDA

Signature: [Signature]

Postal address: P O BOX 22566 DSA

Qualification: ADVOCATE

