

**LEASE AGREEMENT**

**BETWEEN**

**JOHN MAPUNDA “*the Lessee*”**

***AND***

**STECOL CORPERATION “*the Lessor*”**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this **02<sup>nd</sup> DAY OF JANUARY 2023**

### BETWEEN

**JOHN MAPUNDA** of Plot no 13,Block L, Njedengwa, Dodoma (Hereinafter referred to as "*the Lessee*") which expression and when the context so admits shall include her legal representatives, agents, assignee and successors in title) of the one part.

### AND

The **STECOL CORPERATION** of P.O.Box 76182 Dar es salaam (herein after called "*the Lessor*") which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title), of the other part.

### WHEREAS

- A. The **LESSOR** being the legal owner of the service workshop comprised on Plot no 13,Block L, Njedengwa, Dodoma (hereinafter referred to as the "**demised premises**") is desirous to let the same to the **lessee**; and
- B. The Lessee has agreed to lease the **demised premises** from the **LESSOR** and to hold and enjoy the same for commercial purposes for 36 Months at a consideration of Tanzania Shillings one million three hundred thousand only (**Tsh.1,300,000.00**) per Month on terms and conditions hereinafter appearing;

**NOW THIS AGREEMENT WITNESSETH** as follows,

- (I) The **LESSOR** hereby demises unto the **LESSEE ALL THAT** demised premises **TOGETHER WITH** the right of access **TO HOLD** unto the **Lessee** for a term of one year commencing on the **02<sup>nd</sup> day of January 2023** at a monthly rent of **TANZANIA ONE MILLION SHILLINGS THREE HUNDRED THOUSAND ONLY (1,300,000.00) only** per month payable twelve months in full (hereinafter referred to as "**the rent**").
- (II) The total annual rent shall be **eighteen million (TSHS.18,000,000)** which shall be paid on the **02<sup>nd</sup> day of January 2023** without fail.
- (III) The **Lessor** has liberty to agree to an extension of the period of the lease for the said period and at the rent to be mutually agreed upon at the termination of the present lease. Any intention to change the terms herein upon renewal of the lease term hereby created or such further renewals, the party so intending shall give the other party a **THREE (3) MONTHS WRITTEN NOTICE** of such intention prior to the term already created.

(V) If the **Lessee** decides to terminate this agreement before expiry of the lease period, he shall give a Three (3) months' notice in writing and no refund of rent paid in advance will be made.

(VI) The agreement shall be terminated forthwith by the lessee in event of breach of the terms herein contained.

**2 THE LESSOR HEREBY COVENANTS with the LESSEE:**

(i) To clear all the pre-existing bills and taxes in relation to the premises prior to entry, in case of new lessees.

(ii) The **Lessee** paying the rent hereby agreed upon observing and performing the covenants and stipulations herein on the part of the **Lessee** contained shall peacefully hold and enjoy the **demised premises** during the term created without interruption by the **Lessor**.

(iii) To give a three months notice to the lessee prior to increase of rent, and

(v) To conduct maintenance of the premises from time to time when the need arises.

**3. THE LESSEE HEREBY COVENANTS with the LESSOR**

(i) To pay all rates, taxes and other charges for the use of electricity and water, if any payable in respect of the **demised premises** during the said term as per his its consumption.

(ii) At all times to keep the interior of the **demised premises** thereof in fair condition.

(iii) To permit the **Lessor** and or its agents and other persons authorized in writing by the **Lessor** to enter the **demised premises** at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the **demised premises** and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained.

(iv) Not to do anything that will invalidate the policy of insurance, if any, against fire or that which may increase the premium in respect of the demised premises and to pay to the **lessor** sums paid by way of insurance premium, and any expenses incurred by the **Lessor** due to the **lessee's** breach of this covenant.

(v) Not to assign, sublet or part with the possession of the **demised premises** hereby demised without the **written consent** and permission of the **lessor**.

- (vi) Not to use the **demised premises** in a way which create nuisance or damage to neighbors.
- (vii) To comply with the Municipal & Health Regulations.
- (viii) On the expiration of the lease term or on termination of the lease prior to expiry of the agreed term to deliver up the **demised premises** to the **lessor** with all keys, locks and fasteners in good condition, reasonable wear and tear exempted.

**IN WITNESS WHEREOF** the parties herein have hereto signed this Agreement the day, month, year, place and the manner as hereinafter appearing:

**SIGNED AND DELIVERED** at Dodoma }

by the said..... Who is known to me }  
 personally / identified to me by of}  
 the latter being personally known to me in my}  
 presence this 02 day of January 2023 }



**LESSOR**

**SIGNED and DELIVERED** At Dar es salaam }

by.....  
 ,who is known to me} Personally/identified }  
 to me  
 the latter being known to me personally in my the}  
 presence this 02 day of January 2023 }



**FOR LESSEE**

