

# LEASE AGREEMENT

**BETWEEN**

FERDINANDO PONTI  
TEL: +255 784 407 700  
TIN NO. 102-773-594  
DAR ES SALAAM

**(Landlord)**

**AND**

**TTC THE TRANSPORT COMPANY LTD**  
**ANNA HENRY NYIMBO**  
P.O BOX 23313  
DAR ES SALAAM  
TEL: +255 784 502 502  
TIN NO. 103-488-966  
EMAIL: anyimbo@gmail.com

**(Tenant)**

**PREMISES:**

**PLOT 299**  
**BLOCK 83**  
**HOUSE "E"**  
REGENT ESTATE  
DAR ES SALAAM

**PAYMENT CONDITIONS:**

**USD 800 PER MONTH**  
PAYABLE EVERY 6 MONTHS IN ADVANCE IN  
TANZANIAN SHILLING AT APPLICABLE EXCHANGE  
RATE.

**PERIOD:**

3 YEARS - FROM 1<sup>ST</sup> APRIL 2023 UPTO  
31<sup>ST</sup> MARCH 2026 - RENEWABLE

**1. The Tenant Shall:**


- (a) Keep the interior of the demised premises and appurtenances thereof including the doors, windows, floors, ceiling, all walls, all glass in the window thereof, waste water drains and other pipes and sanitary water apparatus therein and the garage and other out-buildings and other structures and erections and all glasses in any part of the demised premises all fittings fixtures furniture and appliances in good and substantial repairs and condition throughout the term (damage by accidental fire or by tempest or other, inevitable accident excluded) and to replace from time to time all the Lessor's fittings fixtures and furniture which may be or become damaged beyond repair any time during or at the expiration or sooner determination of the said term normal wear and tear excluded.
- (b) Not to make any structural alterations in or additions to the demised premises without the

FROM 1<sup>ST</sup> APRIL 2023



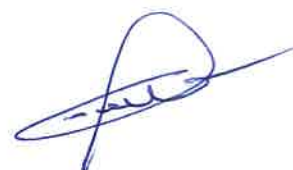
Lessor's written consent and keep every part thereof with the fixtures and additions thereto in good and substantial repair (fair wear and tear expected) and in such repair to yield up the demised premises and the fixture and additions thereto at the determination of the tenancy.

FROM 1<sup>ST</sup> APRIL 2023

Two handwritten signatures in blue ink are located at the bottom right of the page. The signature on the left is a stylized, cursive 'A' with a long horizontal stroke extending to the right. The signature on the right is a more complex, multi-stroke cursive signature.

- (c) Not use the demises premises or any part thereof or suffer the same to be used for any purpose other than a residential house.
- (d) Not do or permit to be done upon the demised premises or any part thereof of anything which may become a nuisance annoyance, damage or inconvenience to the Lessor, neighbours or occupiers of the other property in the neighbourhood or in any way interfere with the quiet and comfort of the neighbours.
- (e) Comply with all the City council and Health regulations relating to the demised premises.
- (f) Permit the Lessor and his duly authorized representative or agent with or without workmen and others upon giving previous notice in writing at reasonable times to enter upon and examine the condition of the demised premises and thereon the Lessor may serve upon the Lessee notice in writing specifying any repair necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within twenty one days after service of such notice proceed with a the execution of such repair then to permit the Lessor and his agent to enter upon the demises premises and execute such repairs and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.
- (g) Not assign, sublet or part with possession of the demised premises or any part thereof without the previous consent in writing of the Lessor: **PROVIDE ALWAYS** that possession and / or occupation of the premises by any person by reason of such a person being an employee, official or member of the Lessee shall not be deemed to constitute an assignment, or dub-letting thereof or parting therewith.
- (h) Permit the Lessor or his duly authorized survey or agent upon giving previous notice in writing at any times during the term to enter during day time upon demised premises and make and inventory of all the fittings.
- (i) Not to take upon, keep, place or store any dangerous, poisonous or inflammable material in the demised premises.
- (j) At the determination of the term hereby created surrender the demised premises together with all fittings, fixtures, in such good tenantable repair and condition as shall be in accordance with the covenants in that behalf on the part o the Lessee herein contained (fair wear and tear excepted). Failure to do so may result in an additional cost for the damages that will be charged at the end of your stay.
- (k) If either party shall desire to cease the agreement granted they shall give the other party one-month notice in writing of such desire. In the case of the Lessee, rent of the full payment period must be paid regardless of when the premise is vacated within the payment period. In the case of either party shall perform and observe the tenants on his part herein before reserved and contained shall immediately on the expiration of one month the present demise and everything herein contained shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent or breach of contract. Should the Lessor terminate the agreement, he shall repay unutilized rent and deposits less any outstanding costs for utility bills or damages.

FROM 1<sup>ST</sup> APRIL 2023



2. **The Lessor Hereby Covenant with the Lessee as follows:**

- (a) To keep the main structure, roof, drainage system, outside walls and all other parts of the hose and building comprises in good tenable repair.
- (b) To pay existing and future and land rates taxes and outgoing in respect of the said premises.
- (c) To insure and keep insured the said premises against loss or damage by fire or such other risks as are commonly insured in Tanzania. In case the premises are damaged by fire, water, thunderstorm, etc. and becomes temporarily or permanently unfit for human inhabitation the Lessor shall repay the rental for the concerned period.

3. **PROVIDE ALWAYS** that if the rent hereby reserved or any part thereof shall at any time be an arrears and unpaid for twenty one days after the same shall have become due (whether formally or legally demanded or not) of if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations here in contained and its part to be performed and observed or of the Lessee shall be dissolved or wound up or liquidated or shall enter into a deed arrangements with its creditors and provided the Lessor fulfills all covenants as set out in section 2, then and in such event the Lessor may at its option at any time thereafter re-possess upon the said premises without prejudice to any and all other rights and remedies of ether party against the other for any antecedent breach of contract or covenant or otherwise arising. In witness whereof the parties have here unto set their hands the day and year first above written.

**Signed and Delivered by Landlord**

**FERDINANDO PONTI**

DATE:

29<sup>th</sup> May 2023

SIGNATURE:



**Signed by the Tenant**

**TTC THE TRANSPORT COMPANY LTD**

**ANNA HENRY NYIMBO**

P.O BOX 23313

DAR ES SALAAM

DATE:

29<sup>th</sup> May 2023

SIGNATURE:



FROM 1<sup>ST</sup> APRIL 2023

