

THE LAND REGISTRATION ACT (Cap.334)

LEASE AGREEMENT

This Agreement is made at Dar es salaam on this **01** day of **August** 2022

BETWEEN

JOHN ELIAS NTALIMBO of P. O. Box 2267, Shinyanga (Hereinafter referred to as the "LAND LORD") of the one part.

AND

JK HOSPITAL COMPANY LIMITED of P. O. Box 2267, Shinyanga (here in after referred to as the "TENANT") of the other part.

WHEREAS THE LANDLORD is a lawfully holder of all that property described as Plot No. 234 & 235, Block No. B, Mikadi, Kigamboni Municipality, Dar es Salaam, (hereinafter called "**the demised premises/ property**"),

AND WHEREAS the said Landlord is desirous of letting a 300 Square Meter Space to the said Tenant at the terms and conditions herein stipulated.

1. That, monthly rental shall be **TZS 3,000,000/=** per month that will be paid for a term of 6 months in advance with amount of **TZS 18,000,000/=** then monthly payments. Whereas the annual rental shall be **TZS 36,000,000/=** And the TENANT will pay 10% of the withholding tax directly.
2. That this contract is for five (05) years and shall commence from this 01st day of August year 2022 up to 31st day of July of the year 2027.

THE TENANT HEREBY COVENANTS WITH THE LAND LORD DURING THE TERM HEREBY CREATED AS FOLLOWS:

1. To pay the water and electricity charges during the term of the Lease.
2. Not to assign, sublet or part with possession of the demised premises or any part or parts thereof under and reason or circumstances whatsoever.
3. To use the demised premises for intended purpose only.

4. To keep the demised premises including all floors, walls ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficiently cleaned and in good and tenatable repair and condition, reasonable wear and tear accepted.
5. To yield up the demised premises at the expiration of the term hereby created or upon giving two month notice in writing to the LAND LORD or two month rent in lieu thereof if before the expiration of the term hereby created, with all fittings and fixtures thereto belonging to the LAND LORD other than partitions and fixtures installed in the demised premises with the consent of the LAND LORD which shall remain the property of the TENANT, in the same good tenatable repair and condition as they now are, fair wear and tear only excepted.

THE LAND LORD HEREBY COVENANTS WITH THE TENANT DURING THE TERM HEREBY CREATED.

6. That THE TENANT paying the rents herein before reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall be entitled peacefully to hold and enjoy the demised premises during the term hereby created without let or hindrance from the LAND LORD or any person claiming through, under or in trust for him.
7. That landlord has to make sure the premises have good air conditions, water and electrical services.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED THAT:

8. If the rent hereby reserved or any part or parts thereof shall be in arrear for the space of twenty one days (21) next after any one of the days whereon the said ought to be paid as aforesaid (whether the same shall have been demanded formally or not) or if there shall have been any observance (or non-performance or the same) hereinbefore contained then and in any such case it shall be lawful for THE LAND LORD to enter at any time into the demised premises or any part or parts thereof in the name of the whole and the same to have again and repossess and enjoy in his former state.

9. Provided further that after the expiry of the term hereby created the TENANT shall vacate the demised premises and deliver possession of the same to the LANDLORD.

IN WITNESS WHEREOF the parties have dully executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and DELIVERED by)
The said **JOHN ELIAS NTALIMBO**)
who is identified to me by)
.....)
the latter being personally known)
To me this **01st** day of **August** 2022)



LANDLORD

BEFORE ME:

Name: **VIOLETH EDMUND MAHUGI.**
Postal Address: **P. O BOX 25, DAR ES SALAAM**
Signature:
Qualification: **NOTARY PUBLIC AND COMMISSIONER FOR OATHS**



SEALED WITH A COMMON SEAL)
of **JK HOSPITAL COMPANY LIMITED**)
Who is identified to me by)
.....)
the latter being personally known)
To me this **01st** day of **August** 2022)



Name: **TELESPHORY TRYPHONE KYARUZI**
Signature:
Designation: **Director**