

### GODOWN LEASE AGREEMENT

**THIS AGREEMENT** is made on the.....day of ....., 2019 between **JOINVEN INVESTMENTS (T) LTD** of P.O Box 2562, Dar es salaam (hereinafter referred as "the Lessor") of the part and **DOLPHIN FILMENTS (TZ) LIMITED** of P.O.BOX \_\_\_\_, Dar es salaam (herein after referred to as "the lessee") of the other part.

**WHERE AS** the Lessor is the Owner of the GODOWN, situated on Plot No. 16 Kurasini mivinjeni kilwa road, Dar es Salaam (hereinafter referred to as the "Demised premises") and is desirous of leasing the same to the lessee.

**WHERE AS** the Lessee is desirous of taking on lease the above-mentioned Demised Premises upon the condition and the terms hereinafter appearing;

#### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The period of tenancy herein referred to as the "Contractual Period" shall be for 5 YEAR,

Starting from the 1<sup>st</sup> Dec 2018 to 30<sup>th</sup> Nov 2023 with option for renewal following One months' notice prior to the expire date;

2. The Lessee shall pay monthly rent of USD 1,500 PLUS VAT (One thousand five hundred US Dollar) **PAYABLE EVERY 1 (One)** year in advance and the receipt of the first such payment shall be acknowledge by signing off the agreement. The subsequent payment will be supported by a separate receipt. Once rent is paid cannot be refund.

3. The rent shall be paid in USD.

4. Either party may terminate the lease by giving the other party two months' notice in writing of the desire to do so. If such notice is not given, the party who fails to give prior notice as per terms & condition will be liable to compensate by paying rent for equivalent notice period.

5. The lessor is not responsible to carry out any maintenance service for rented apartment, once the apartment is handed over to the lessee, he shall be responsible to rectify this all maintenance problems (Inside the Apartment) i.e. Electrical, plumbing, air conditioners , carpenter work & other problems of household equipment & service. However, all the equipment will be demonstrated to the lessee evidencing their good condition and any repair falling under warranty of concerned equipment can be availed by the lessee. The manual and warranty documents of each and every equipment will be provided to the lessee for better understanding. Further, electrical and plumbing problems arising inside the apartment because of defects from outside the apartment will be part of the maintenance responsibility of the Lessor.

**6. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-**

- a) Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Lessor;
- b) To Permit the Lessor and /or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and / or to execute major repairs to the said premises under the Lessor's covenants in that behalf;
- c) To comply with all and any legal requirement as tenant of the apartment.
- d) To use the Premises for residential & lawful purposes only.
- e) To pay for electricity consumed therein & in the event there is shortage or interruption of electricity in day time to procure supplies at own costs (e.g. inverter);
- f) To keep the premises in good state.
- g) Not to make or suffer to be made any alterations or additions to the Premises without the written consent of the Lessor.
- h) At the end of the term of the contract or sooner termination of the tenancy, to hand over the said premises to the lessor complete with all locks & keys and same good conditions it was found in the beginning of the contract, fair wear & tear being accepted. If any such furniture, fitting of appliances damaged or not in orderly condition, the lessee shall pay such charges on presentation.
- l) if by the end of the lease any utility bills, i.e. bill for electricity and other consumable, or any other outstanding charges (like monthly water bills, garbage & electricity) shall be paid to estate manager before leaving premises.

**7. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-**

- a) To pay land rent and other statutory charges;
- b) To pay the monthly maintenance and service charges to the builder or society in time to ensure that lessee is not affected for the services because of non-payment of service charges by the lessor.
- c) To carry out all major structural repairs and keep the exterior of the premises in good tenable condition;
- d) The Lessee, having occupied the said Premises and observing and performing the several covenants, shall peacefully hold and enjoy the Premises without interruption by the Lessor or his agents;

8. PROVIDED AND IT IS HEREBY AGREED AND DECLARED THAT:

a) If the rent hereby reserved or any part thereof shall remain unpaid for 30 days after becoming due and payable or if any covenant, condition or stipulation herein contained shall not be performed or observed by the Lessee within a reasonable time, the Lessor shall have the right to enter upon the Premises and terminate the lease.

b) If at any time during the lease the property becomes damaged by fire, not attributable to the Lessee, or by force majeure and it becomes unfit for habitation, the Lessor shall afford the Lessee acceptable alternative accommodation or terminate the lease.

9. All the disputes arising out of the terms of this agreement shall be settled through negotiation or arbitration with mutually agreed arbitrator.

10. Obligation of the lessor is to keep the leased premises insured against loss or damage by fire at own expenses.

11. Obligation of the lessee is to keep her items and valuable goods/materials inside premises insured against loss or damage by fire or natural causes like earth quake etc. at her own expenses during the duration of the lease period.

IN WITNESS WHEREOF; these presents have been executed on the date set out against our respective signatures

SEALED with the common seal of,

In my presence, for Joinven investment (t) ltd, 2019

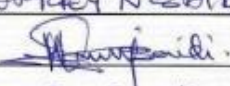
SEAL

NAME: WILLIAM I MLULA  
SIGNATURE:   
POSTAL ADDRESS: P.O. BOX 2562 DSM  
QUALIFICATION: MARKETING OFFICER

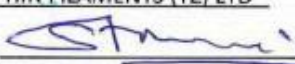
JOINVEN INVESTMENTS (T) LIMITED  
P.O. Box 2562  
DAR ES SALAAM  
TANZANIA

SEALED with the common seal of,

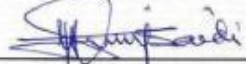
In my presence, , 2019

NAME: GREGORY N. SAIDI  
SIGNATURE:   
POSTAL ADDRESS: P.O. BOX 4528  
QUALIFICATION: ADVOCATE



NAME: DOLPHIN FILAMENTS (TZ) LTD  
SIGNATURE:   
POSTAL ADDRESS: BOX - 7594  
QUALIFICATION: DIRECTOR

MARIA HARDWARE & ELECTRICITY LTD,  
P.O. Box 79  
DAR-ES-S

NAME:  
SIGNATURE:   
POSTAL ADDRESS: P.O. Box 4528  
QUALIFICATION: ADVOCATE

