

LEASE AGREEMENT

This LEASE AGREEMENT is made this 29th Day of January 2023

BETWEEN

JOHN ALOIS MROSO adult, natural person of P. O. Box 9752, Dar es Salaam, hereinafter called the "**Lessor**", (which expression shall where the context allows include his heirs, successors in title, assigns and legal representative) of the one part;

AND

JCRA Security Systems Limited – Reg No: 158668858, hereinafter called the Lessee, (which expression shall where the context allows include the successor in title, assigns and legal representatives) of the other part;

WHEREAS the Lessor wishes to lease his property on Plot number **65A** Isamilo, Mwanza city, Tanzania to the Lessee and the Lessee agrees to be tenant on the property on the terms and conditions hereinafter stipulated;

NOW THEREFORE, THIS AGREEMENT witnessed as follows:-



[Handwritten signature]
2/2/2023

1.0 DEFINITIONS:-

1.1 In this agreement unless the context provides otherwise:-

"Agreement" means this Lease Agreement between the Lessor and the Lessee relating to the letting of the entire property.

"Consideration" means the amount or the nominal consideration of USD Nine hundred (900.00) per month as the rent only for the property.

"Law" means the laws of the United Republic of Tanzania.

"Lease Period" means the tenure of this Lease Agreement which is Thirty-Six (36) months.

"Parties" means the signatories to this agreement and /or their validly constituted representatives.

"Property" means the parcel of land with buildings, walls fixtures, trees, flowers, fences and lawns on Plot number 65A, Isamilo, Mwanza city with Certificate of Title number 033006/19.

"USD" means United States Dollars, the currency of the United States of America.

1.2 Reference to the singular includes, where the context so admits, reference to the plural and vice versa.



Peter Joseph
2/2/2023

- 3.4 The Lessee shall not, without the express prior authorisation of the Lessor or his duly authorised /recognised agent, make any alterations, changes, modifications, or additions to any of the houses, the grounds, structural fixtures, perimeter walls or remove fittings and fixtures or drive nails to the house walls so as to make the walls unsightly.
- 3.5 The Lessee shall not assign or sub-lease or transfer in any manner whatsoever the houses or any part of the Property.
- 3.6 The Lessee shall at all times during the lease period be responsible to pay fully for the use of electricity, telephone services, water and for the disposal of waste, sewage, matter, refuse and any other unwanted thing whatsoever from the houses or grounds of the property.
- 3.7 The Lessee shall during the lease period be responsible to pay servants, gardeners or watchmen engaged by him and who work for the tidiness, security and safety of the house and any property on the premises.
- 3.8 The Lessee shall allow, without undue hindrance or inconvenience, the Lessor and or his duly appointed agents reasonable opportunity, at mutually agreed times, to enter the premises and to conduct routine checks on the condition of the house and premises thereof.
- 3.9 The Lessee must take out and maintain adequate insurance cover for all his property and cover risks over third parties on the premises.



2/2/2023

- 3.10 The Lessee covenants to use the demised premises for lawful purposes only.
- 3.11 At the end of the lease period the Lessee shall hand over to the Lessor the demised property in good tenable condition.
- 3.12 The Lessee shall make payment equivalent to one month rent as security deposit which shall be refundable at the expiry of the lease subject to any deductions arising from clause 3.3 of this agreement.
- 3.13 The Lessee shall pay for stamp duty and registration fees and all expenses related to this Agreement.
- 3.14 The Lessee shall use the property for residential and business purposes.
- 3.15 Breach by the Lessee of any of the terms and conditions stipulated in this Agreement shall render the Agreement liable to immediate termination at the option of the Lessor.

4.0 THE LESSOR COVENANTS:-

- 4.1 To pay the land rent, Municipal rates and other statutory taxes relating to the Property
- 4.2 In the event the property needing major repairs arising from normal wear and tear or from circumstances not attributable to the Lessee, his family members, agents, dependants, workers or guests, the Lessor shall be responsible for such repairs.



[Handwritten Signature]
2/2/2023

5.0 FORCE MAJEURE:-

- 5.1 No party shall be liable for any failure to perform their obligations where such failure is a result of Act of God (including fire, floods, earthquake, hurricane or other natural disaster), war, invasion, act of foreign enemy, hostility, (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or terrorist activity, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 5.2 Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimise delay or damage caused by foreseeable events that all the unexecuted obligations were substantially fulfilled and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

6.0 DISPUTE SETTLEMENT:-

Any dispute arising from or in connection with this Agreement, shall be settled amicably between the parties herein, failing which the matter will be referred to a Conciliator and failing further to Arbitration under the provision of the Arbitration Act (Cap 15 of the Laws) or in an Arbitration mode mutually agreed by the parties.



[Handwritten Signature]
2/2/2023

7.0 APPLICABLE LAW:-

This Agreement is governed by the Laws of the United Republic of Tanzania.

8.0 TERMINATION OF THE LEASE:-

Either party to the Agreement intending to terminate it otherwise than by the normal ending of the lease period, shall give to the other party not less than three (3) months notice of such intention.

9.0 NOTICES:-

All notices under this agreement shall be in writing and delivered to the party to whom it is sent for appropriate action as may be necessary. "Writing" shall also include e-mail and WhatsApp.

10.0 AMMENDMENTS:-

10.1 All or any of the provisions of this Agreement may be amended, altered, added to or replaced by mutual written agreement of the parties.

10.2 The party proposing amendments shall give sufficient notice of not less than thirty (30) days to the other party before effecting any changes to this agreement.

11.0 EXTENSION OF THE AGREEMENT:-

After this lease period, parties to the Agreement may mutually agree to extend it in its original or modified form.



IN WITNESS WHEREOF both parties have dully executed these presents on the date, month and year aforementioned and in the manner herein below appearing:-

SIGNED AND DELIVERED at Dar Es Salaam by


JOHN ALOIS MROSSO who is known

to me personally/identified to me

By

The latter being personally known

to me by

This 26th day of January 2023

WITNESS

Name: FRANK MAREBE

Signature: 

Address: 9752 D/M

Qualifications: SHAWIDI

Before me,

Name: SIMON RODRICK MAWALA

Signature: 

Address: 9752 D/M

Qualifications: Commissioner for Oaths




2/2/2023

SIGNED AND DELIVERED at Mwanza by
JEREMIA BEZUIDENHOUT - DIRECTOR
JCRA SECURITY SYSTEMS LTD

This .29th day of January 2023



JCRA Security Systems LDT
DIRECTOR

WITNESS

CHANTEL NICOLINE BEZUIDENHOUT – DIRECTOR
JCRA SECURITY SYSTEMS LTD

This .29th day of January 2023

