

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam this 02 day of January, 2023

BETWEEN

LAWRENCE G.MWAKYAMBIKI of P.O Box 31895, Dar es Salaam (hereinafter referred to as the "LANDLORD" which the expression shall where the context so requires or admits includes his successors and or assigns) of the one part;

AND

TOKYO IN DAR LIMITED of Post Office Box 21894 Dar es Salaam, Tanzania (hereinafter referred to as the "TENANT" which the expression shall where the context so requires includes his administrators, executors and assigns) of the other part;

WHEREAS the Landlord is the owner of the Building located, **Mbezi juu, Garden Road-Kinondoni District, Dar es Salaam City** (hereinafter referred to as the "demised premises");

AND WHEREAS the Landlord has agreed to let to the Tenant on lease the Building for a period of three (3) Calendar years renewable or rather convertible commencing from the 02 day Jan, 2023 toJan., 2026 subject to the terms and conditions laid down in this agreement;

AND WHEREAS the Tenant agrees to pay rent for the said Building for the said period and upon conditions stated and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the rent hereby reserved and the tenant's Covenants hereinafter mentioned, the Landlord hereby demises unto

the Tenant the demised premises for a period of one(1) years commencing from the ...02... of ~~JANUARY~~ 20~~23~~.. to 01.. day of ~~JANUARY~~ 20~~24~~.. at a monthly rent of Tz sh ~~300,000/-~~... only payable in advance in every six (6) months' installment and the said amount of monies must be paid in full prior to signing of this Agreement by the parties.

2. The amount of rent agreed by the parties in paragraph (1) hereinabove must be paid immediately and fully after the expiry of every six (6) months.
3. The TENANT hereby covenants with the Landlord as follows:-
 - (1) To pay during the said term the said reserved rent in the manner aforesaid.
 - (2) To bear, pay and discharge all charges for electricity and telephone and water (if connected).
 - (3) To keep the demised premises and appurtenance thereof including the doors, windows, fixtures, fittings, fastenings, wires, waste drains, water drains or other pipes, sanitary and water apparatus, and gardens therein in tidy and good condition.
 - (4) To allow the Landlord and/or his agents, subject to 24 hours prior notice, at all reasonable times to enter upon the demised premises to inspect or carry out repairs or for other notified purposes in connection with the demised premises.
 - (5) Save with the previous consent in writing of the Landlord, the said consent not to be unreasonably withheld, not to erect or cause to be erected on the demised premises any addition thereto, or to cut, maim, injure or to allow to be cut, maimed or injured any of the structures, fittings and fixtures.
 - (6) Not to do or cause to be done on the demised premises anything whereby the insurance of the demised premises may be rendered void or voidable or the premiums increased.

- (7) The Tenant may, with the written consent of the Landlord, assign, sublet or part with possession of the demised premises or any part thereof.
- (8) Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications accepted).
- (9) To comply with all the Municipal and Health regulations relating to the demised premises.
- (10) To yield up the demised premises with appurtenance thereto at the expiration of the lease or upon sooner determination of the term, in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear being accepted.
- (11) The Tenant shall be responsible for the maintenance, care and cleanliness of the premises leased, except when it is in bad condition. The Tenant undertakes to occupy the property leased as a prudent person.

3. The **LANDLORD** hereby covenants with the Tenant as follows:-

- (1) Subject to the Tenant's performance of all the covenants herein-above specified, not to interfere or allow other persons rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term.
- (2) To insure or cause to be insured and keep insured the demised premises and the fixtures against loss or damage by fire and such other risks as the Landlord deems desirable or expedient.

- (3) To pay and discharge all rates, taxes, assessments, impositions, duties, charges and any other levies imposed by the Government, City Council or other authority in relation to the demised premises.
- (4) To maintain the interior and all exterior parts of the building together with the surroundings of the demised premises, which obligation shall include the carrying out of repairs where required and generally to remedy any major or structural fault or faulty construction affecting the convenient and proper use or occupation thereof provided that such faults are not attributable to neglect on the part of the Tenant, her agents or employees.

4. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:

- (a) If at any time during the term of lease for the demised premises or any part thereof the same is destroyed or damaged by fire (not occasioned by the willful act, neglect or default of the Tenant or her licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as it may happen the rent hereinbefore reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease to accrue thus be suspended as long as the demised premises stands destroyed or damaged or any part thereof remains uninhabitable or unfit for use by reason of such destruction or damage.
- (b) Should the Tenant desire to vacate the demised premises during the continuance of the Lease, the Tenant shall give a three (3) months written notice signifying such intention or pay such three (3) months rent in lieu of notice.
- (c) If the Tenant shall be desirous of taking a new lease of the demised premises for any further term from the expiration of the term hereby granted at the rent and on the terms and conditions herein mentioned or hereafter to be agreed and shall have to do so not less than six months before expiration of the term hereby granted and such notice shall be in writing and if she shall have reasonably performed and observed the several stipulations herein contained on her part up to the determination of the lease a further term of such years to be mutually agreed by the parties hereto may be extended or added.

- (d) The rent herein reserved shall not be reviewed within the term of the lease, but may be reviewed after the expiry two (2) years of the lease whereby a new lease agreement will be prepared and signed by the parties and the Landlord shall give a six (6) months prior notice to the Tenant before putting into effect the reviewed rent.
- (e) Should the Landlord desire to terminate the lease he shall give three (3) months prior notice to the Tenant and comply with other terms of the prevailing laws pertaining to land.

DISPUTE SETTLEMENT

5. Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be referred to three arbitrators one each to be appointed by each party hereto in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 15) or any statutory modification or re-enactment thereof for the time being in force.

THE LAW APPLICABLE.

6. The interpretation of this agreement shall be subject to, and the law applicable in event of any dispute shall be, the laws of the United Republic of Tanzania.

IN WITNESS HEREOF the parties hereto have executed this deed on the date and year first hereinabove written in the following manner;

SIGNED BY THE SAID

LAWRENCE G.MWAKYAMBIKI

who is known to me/identified to me by _____

and later known to me personally

this ___ day ___ of 20___

+



LANDLORD

BEFORE ME

NAME: WINNIE SIMON KIMARO

POSITION: WAKILI

DATE: 1 MAY / 2023

PLACE: DAR-ES-SALAAM



Sealed with the common seal of the said

TOKYO IN DAR LIMITED

This 02 day Jan 2023



Witnessed by;

Name: Hideo TOKIYOSHI

Signature: Hideo Tokiyoshi

Date: 02 / January / 2023.

Place: MBEZI BEACH

Designation: Director.

Name: OBEDIE S. KIMARO

Signature: [Signature]

Date: 02 Jan 2023

Place: MBEZI BEACH

Designation: DIRECTOR