

LEASE AGREEMENT

THIS LEASE is made this 19th day of Dec 2023

BETWEEN

SAID JUMA MRANGI of Postal Address ', DODOMA, Tel +255754508311 (hereinafter called the lessor) which expression shall where the context so admits include its successors and assign of the one part.

AND

VICTOR ROBERT SENG'ONGO of postal address P. O. Box 4236, Dar es salaam, (hereinafter referred to as "the lessee") which expression shall where the context so admits includes its successors and assign of the other part.

WHEREAS:

- I. The lessor is the occupier and/or has authority to make disposition on the area/plot situated at **Mkonze Area, Dodoma Mjini District** within **Dodoma Region**, the said area is composing of **square meter 4980** (hereinafter referred to as the Demise premises)
- II. The lessor has agreed the offer to lease the demise land for the purpose of investment to the lessee on the terms and conditions hereinafter appearing.

NOW AGREEMENT WITNESSETH AS FOLLOWS

- I. **IN CONSIDERATION** of rent hereinafter contained and the obligation on the part of the lessee to be performed and observed, the lessor **HEREBY DEMISES** unto the lessee the plot for a term of 3 year with option to renew commencing on 1st January 2024 **YIELDING AND PAYING THEREFORE** rent of Tsh. 200,000.00 (**TWO HUNDREDS THOUSANDS ONLY**) per months (vat inclusive) payable every year in advance provided that the rate of rent and service charge can be changed

to match obtaining market trends as may be agreed upon by the parties in writing.

II. THE LESSEE HEREBY COVENANTS with lessor as follows:-

- a) To use the demise land for investment purpose only;
- b) To pay the rent reserved on the days and in the manner aforesaid
- c) To make any structure or additions to the demised land without the previous consent in writing of the lessor;
- d) To bear all costs of building, develop or additions expressed implies in the foregoing clause 2(c) that have been consented to by the lessor.
- e) Not to do or permit to be done anything in or upon the demised land or any part therefore which may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment of the other occupants of the said building.
- f) Not to do or permit to be done anything whereby any police of insurance in respect of the demised land or any part therefore without the written consent of the lessor.
- g) To permit the lessor or its agent at all reasonable times during the day by prior appointment to enter upon and to view and inspect the condition of the demised property (area):
- h) Upon the expiration or sooner determination of the term hereby granted to peaceably yield up the demised land and all of the lessor's fixture and fittings therein to the lessor or its duly authorized agent/s in such condition as shall be in compliance of with the foregoing covenants

III. THE LESSOR HEREBY COVENANTS with lessee as follows:-

- a) To affect development in the form of structure of the demised land and material therein.
- b) To keep in good tenantable repair the area of the land hereby demise
- c) To bear, pay the discharge all existing and future rates and outgoing (except those payable by the lessee under clause 2(d) and (e)

d) That the lessee paying the rent reserved and performing the several covenant and stipulations herein on its part contained shall peaceably hold and enjoy the demised property during the said term without any interruptions by the lessor or any person rightfully claiming under or in trust it or under the lessor's authority.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that

- a) If rent hereby reserved has not been paid when it is due the lessee shall communicate to the lessor the reason for nonpayment of the rent within seven days after the payment thereof becomes due and if the rent reserved or any part thereof shall remain unpaid for another seven days thereafter interest rate at commercial bank rate shall be payable to the lessor in addition to the rent.
- b) **WITHOUT PREJUDICE** to the foregoing the lessor shall have the right to terminate the lease without notice if the default in payment has not been made good at the expiry of three months or if the lessee otherwise contravenes any or all the covenants spelt out under clause 2.
- c) If the lessee shall be desirous of taking new lease of the demised property after the expiration of the term hereby created and if on such desire he shall deliver to the lessor or leave for him or send by registered post to him at his last known address in Dar es salaam and Dodoma, notice in writing of no less than one (1) months before the expiration of the term hereby granted, or pay three (1) month rent in lieu of notice and if .
- d) That this lease agreement shall be interpreted in accordance to the laws of Tanzania.
- e) That, if any dispute arise in respect of this deed the same shall be settled outside the court, if that method proves a failure then any part of this agreement can take his claims in the court of competent jurisdiction.

AS WITNESS WHEREOF the parties in this agreement have executed this presents in the manner and date of the year as appearing herein below.

SIGNED and DELIVERED at DODOMA by the said SAID JUMA MRANGI duly authorized and in that Behalf who is known to me personally/identified to me by VICTOR SENG'ONGO the latter being known to me personally on my presence This.....day of.....2023


LESSOR

In the presence of:

Name: CHARLES R. KARIGORA

Signature: 

Postal Address: 78275 D.S.M.



Qualification: ADVOCATE.

SIGNED and DELIVERED at Dar es Salaam by the said VICTOR ROBERT SENG'ONGO duly authorized in that behalf who is known personally/identified to me by _____ the latter identified now known to me personal in my presence this _____ Day of _____ 2023


LESSEE

In the presence of:

Name: CHARLES R. KARIGORA

Signature: 

Postal address: 78275 D.S.M.



Qualification: ADVOCATE