
LEASE AGREEMENT

BETWEEN

**KASSAM FATEH MERALI
(THE LESSOR)**

AND

**MERANEIN GENERAL TRADERS COMPANY LIMITED
(THE LESSEE)**

**IN RESPECT OF A HOUSE
LOCATED AT KIBUGUMO STREET KIGAMBONI
DAR ES SALAAM**

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K. M

Lessor's Initial

N. H

on behalf of the Lessee

LEASE AGREEMENT

This **LEASE** is made this Monday 16th December 2024.

BETWEEN

KASSAM FATEH MERALI, a natural person, of **DAR ES SALAAM** with phone no. **0715578701** (hereinafter to be referred to as "**the Lessor**") which expression shall where the context so permits, include its assigns and successors in title of the first part;

AND

MERANEIN GENERAL TRADERS COMPANY LIMITED, a private limited liability company established under the **Companies Act (Cap 212 R. E. 2002)**, of **P. O. BOX 8661 DAR ES SALAAM** (hereinafter to be referred to as "**the Lessee**") which expression shall where the context so permits, include its assigns and successors in title of the other part;

The Lessor and Lessee, (each a "**Party**" and collectively, the "**Parties**") in consideration of the mutual promises contained in this lease, and intending to be legally bound, agree as follows:

PART 1: INTRODUCTION

1. DEFINITIONS.

In this Lease, the following terms shall have the following meanings;

"**Commencement Date**" means 1st March 2025

"**Permitted Use**" means the use of the Property as for business purpose for the Lessee.

"**Consideration**" means **TZS 300,000/=** monthly payable after every twelve (12) months. Thus the total amount to be paid is **3,600,000/=** for the term.

"**Property**" means **HOUSE LOCATED AT KIBUGUMO STREET KIGAMBONI DAR ES SALAAM.**

"**Term**" means twelve (12) months from the Commencement Date

"**Clause**" and "**Schedule**" mean, respectively, clauses or schedules in this Lease unless the context shows a contrary meaning.

2. INTERPRETATION

Applicable Law. This lease shall be construed and governed in all respects by the laws of the United Republic of Tanzania.

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on behalf of the Lessee

Enforceability. This lease shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.

Severability. Should any term or provision of this Lease be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Lease. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

Headings. Clause headings are for reference only and shall not affect the interpretation of this Lease

Order of Precedence. Any and all ambiguities or inconsistencies between a Schedule to this Lease and this document shall be resolved by giving precedence to this document over such Schedule. Silence on any matter in this document will not negate the provision in any Schedule to this Lease as to that matter.

Entire Agreement. This Lease constitutes the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Lease, and this Lease supersedes any and all prior oral or written communications, proposals, representations, and agreements. It may be amended only by mutual agreement expressed in writing and signed by both Parties.

PART 2: GRANT TO LESSEE

3. **LETTING.** The Lessor lets and the Lessee takes the Property at the Consideration and on the terms set forth in this Lease.
4. **COMMENCEMENT.** This Lease takes effect on and from the Commencement Date and shall remain in force for the Term. The lease shall commence on that said date as the property is subject to a lot of renovations on the part of the lessor.
5. **QUIET ENJOYMENT.** The Lessor agrees that if the Lessee pays the Consideration and other money payable under this Lease and complies with all obligations under it, the Lessee may quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.

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on behalf of the Lessee

PART 3: CONSIDERATION AND OTHER FINANCIAL PROVISIONS.

6. **LESSEE TO PAY OUTGOINGS.** The Lessee shall pay all charges for all gas, electricity, telecommunications, and other services supplied to or used at the Property during the Lessee's occupation of the Property and shall compensate the Lessor in full on demand for any Liability for them.
7. **NEW GOVERNMENT LEVIES.** In the event that the Government of the United Republic of Tanzania or any sub-division or agency thereof imposes any new additional taxes, levies, or imposts relating to tenancies that are payable by the lessees, the Lessee agrees that it shall be responsible for such new additional taxes, levies or imposts to this Lease.
8. **REIMBURSE LESSOR'S EXPENSES.** If the Lessee at any time fails to comply with any of the Lessee's obligations under this Lease and the Lessor (as it is agreed the Lessor may) performs such obligation the Lessee shall repay to the Lessor on demand any money expended by the Lessor for that purpose.
9. **LAND RENT AND PROPERTY TAXES.** The Lessor shall pay all Land Rent and Property taxes in respect of the Property.

10. ABATEMENT OF RENT.

The Consideration shall be suspended if:

- At any time the Property is destroyed or damaged;
- And the destruction was not caused by the Lessee;
- And the Property is not rebuilt or restored within three (3) months

The period of suspension shall be from the happening of the destruction or damage and shall continue for as long as the Property or the destroyed or damaged part of it remains uninhabitable or unfit for use by reason of that destruction or damage.

If the property is not wholly destroyed or damaged and remains in part reasonably habitable or fit for use, a fair proportion and not the whole Consideration shall be suspended according to the nature and extent of the damage.

11. **PAYMENTS RECOVERABLE AS RENT.** Any money payable by the Lessee to the Lessor under this Lease which is not paid on the due date shall be recoverable as it were rent in arrears.

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N. H

on behalf of the Lessee

PART 4: STRUCTURE AND MAINTENANCE.

12. NO ALTERATIONS

The Lessee shall not make any alterations or additions to the Property without the prior written consent of the Lessor

13. LESSEE TO MAINTAIN INTERIOR

The Lessee shall put and keep the interior of the Property in good condition and tenantable repair at all times during the tenancy, except for reasonable wear and tear.

In this clause the interior of the Property includes:

- Doors and Windows
- Floors, ceilings and surface of walls; and
- Sanitary appliances, heating, lighting and all other Lessor's furniture, fixtures and fittings.

The Lessee agrees to replace or repair any damage done to the interior of the Property if the damage is caused by the Lessee's negligence or carelessness. The cost of such repair or replacement will assumed by the Lessee in full.

14. NOTIFY LESSOR OF DAMAGE. The Lessee shall give notice to the Lessor immediately after its occurrence of any damage to or destruction of the Property or any part of it describing its extent and stating, if possible, its cause.

15. COMPLY WITH LESSOR'S NOTICE OF REPAIR. If the Lessee fails to do any work which this Lease requires the Lessee to do, and the Lessor gives the Lessee written notice to do it, the Lessee shall:

- Start the work within one week, or immediately in case of emergency, and proceed diligently with it, and
- In default, permit the Lessor to do the work and pay on demand all costs which the Lessor incurs in doing it.

PART 5: USE AND OCCUPATION.

16. USE

The Lessee shall not use the Property except for Permitted Use.

The Lessee shall not use the Property, for any offensive, noisy, dangerous, illegal, immoral or improper use.

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17. **NO NUISANCE BY LESSEE.** The Lessee shall not do anything on the Property which may be a nuisance or annoyance to the Owners or Occupiers of any neighboring property.

18. **NO UNDERLETTING OR ASSIGNMENT.** The Lessee shall not assign, underlet or otherwise share or part with possession of the Property.

PART 6: INSURANCE

19. **LESSOR TO INSURE.** The Lessor shall keep the Property insured against loss or damage and in case of destruction or damage by fire (unless the insurance money becomes irrecoverable through any act, default or omission of the Lessee) rebuild and reinstate it as speedily as possible.

20. NOT TO AVOID LESSOR'S INSURANCE.

The Lessee shall not do anything in or bring anything on to the Property as a result of which the insurance against fire or other damage to the Property becomes voidable or the premiums increase.

"The Lessee shall pay to the Lessor on demand an amount equal to all moneys which the Lessor is unable to recover from the Lessor's insurer to the extent of value of the assets of leased "Property as a result of any willful act, default or omission of the Lessee".

PART 7: TERMINATION

21. YIELD UP.

At the end of the Term or tenancy the Lessee shall return the Property to the Lessor in the state and condition in which this Lease requires the Lessee to keep it. For this purpose, the Property includes all its fixtures and fittings and anything else on it which belongs to the Lessor.

Either Party shall have the option to terminate this Lease upon giving the other three (3) months' notice, at which time any rent balance remaining will be returned promptly.

22. **RENEWAL.** The Lessor shall at or before the end of the lease period grant to the Tenant a new lease of the property if:

Not less than one month before the end of the lease period the Lessee gives to the Lessor written notice that the Lessee wishes to enter into a new lease of the Property;

When the new lease is granted there is no subsisting breach of any of the Lessee's obligations; and

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on behalf of the Lessee

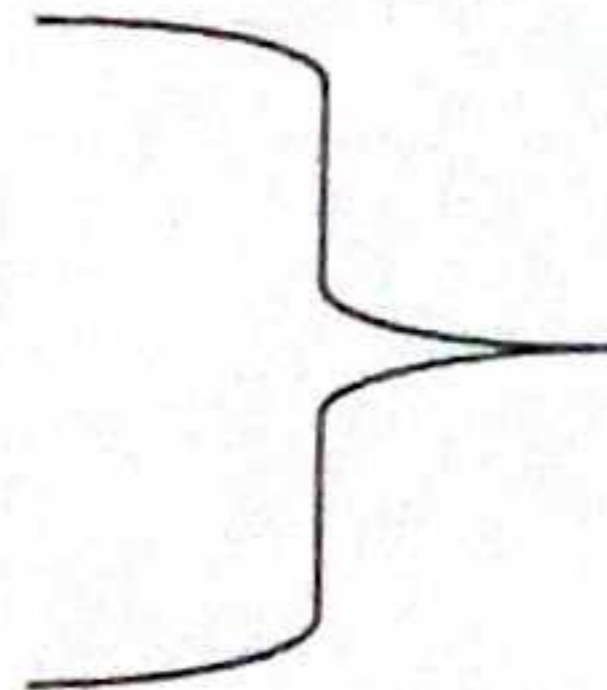
The Lessor and the Lessee have been able to agree the rent for the new Lease. The new Lease shall be for further period of one (1) year and shall start immediately at the end of the present Term with and subject to the same covenants and conditions as in this present covenant for renewal.

23. **RE-ENTRY.** The Lessor may re-enter the said premises;

- If and when the rent or any part thereof shall be in arrears for more than 30 days whether legally demanded or not, or if the Lessee commits any breach of the provisions herein contained and nor reason of notice has been communicated to the Lessor, then the Lessor may re-enter the said premises and thereupon the tenancy hereby created shall be terminated without prejudice or consequences to the Lessor.
- If the Lessee ceases to occupy the Property
- The Lessee has not complied with any of the terms of this Lease
- The termination of this Lease under this Clause does not cancel any outstanding obligation of the Lessee.

IN WITNESS whereof the parties herein have signed this Agreement on the day, month, year and manner herein below appearing:

SIGNED and DELIVERED by
the said **KASSAM FATEH MERALI**
Who is known to me personally/identified
To me by
The latter being known to me personally.
In my presence this...17....day of .DEC. 2024.



.....
SIGNATURE OF LESSOR

BEFORE ME:

Signature: [Handwritten Signature].....

Name: FARHA WILBALD LYIMO.....

Postal Address: 5837 DSM.....

Qualification: **ADVOCATE, NOTARY PUBLIC AND COMMISSIONER FOR OATHS**



K.M

Lessor's Initial

N.H

on behalf of the Lessee

SEALED with the COMMON SEAL of the said
MERANEIN GENERAL TRADERS COMPANY LIMITED
and DELIVERED
in the presence of us this of 2024.



STAMP

Name: KASSAM FATEH MERALI

Signature: *Kassam*
Postal Address: P. O. BOX 8661
DAR ES SALAAM
Qualification: DIRECTOR

Name: NADHRA ABDALLAH HANEIN

Signature: *N. Abdallah*
Postal Address: P. O BOX 8661
DAR ES SALAAM
Qualification: DIRECTOR

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on behalf of the Lessee