

LEASE AGREEMENT

BETWEEN

**GLITTER GEMS
OF P.O.BOX 1164
ARUSHA**

AND

**MAJESTIC TOURS AND SAFARIS ADVENTURES LIMITED
OF P.O.BOX 1164
AUSHA**

On Office 2 on Plot No. 36/E Indian street, Arusha.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 24th day of August 2024

BETWEEN

Glitter Gems of P.O. Box 1164, India Street Arusha, Tanzania (hereinafter referred to as "the Lessor") of the one part;

AND

**Majestic Tours and Safaris Adventures Limited of
Arusha Tanzania**(Hereinafter referred to as "the Lessee")

WHEREAS

1. The Lessor is in possession and the sole owner of the landed property known as Plot No 36/E with the said office situated at Indian Street, Arusha.
2. The Lessor on the request of the Lessee has agreed to give on lease to the Lessee and the Lessee has agreed to take on lease from the Lessor the above mentioned property (hereinafter referred as the Premises/Office).
3. In consideration for the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee the premises/office for the term of one year and commencing on 24th August 2024 up to 23th July 2025.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. COMMENCEMENT, DURATION, RENEWAL OF THE LEASE

- 1.1 The Lease shall commence on or from 24th August 2024 and shall be in force for a period of one year, that is , up to 23th July 2025 on the terms and conditions contained herein (hereinafter referred to as " the term").
- 1.2 The Lease may be renewed for a further term of any other period at the option of the parties.

- 1.3 On the expiry of the term, if the Lessee desires to renew the Lease, it shall signify such desire by notice in writing delivered to the Lessor at least three(3) months before the expiration of the term hereby granted.

II RENT

- 2.1 In consideration of the grant of the Lease to use the Premises as aforesaid, the Lessee shall pay to the Lessor a monthly rent of Tshs 300,000 (say Three Hundred Thousand only).
- 2.2 The Rent shall be paid by the Lessee to the Lessor in the period of 3 months in advance at the time of execution of this agreement by the parties hereto, provided that the renovation plan is considered.
- 2.3 The rent as stated hereinabove once paid to the Lessor by the Lessee shall not be refunded.

III THE LESSEE'S COVENANTS

- 3.1 The Lessee shall pay the rent herein reserved at the times and in the manner aforesaid.
- 3.2 The Lessee shall pay the electricity, garbage, telephone and water bill charges in respect of the Premises.
- 3.3 The Lessee shall keep the interior of the Premises and appurtenances thereof including door, windows and other fittings, including the drains and sanitary and water apparatus electric wiring and fitting and all fixtures and fittings and addition thereto including the forecourt in good tenantable repair and condition throughout the term and to yield up the same in such repair and condition at the determination of this lease **PROVIDED** always that the Lessor shall not be liable for any damage or loss suffered by the Lessee as a result of any defects in any materials used therein.
- 3.4 Lessee shall not make any structural alterations or addition to the Premises, whether interior or exterior of the Demised Premises, without obtaining the prior written consent of the Lessor in which case the Lessor shall not unreasonable with hold such consent where reasonable requested.
- 3.5 The Lessee shall not place or exhibit not permit to be placed or exhibited any showboard, namebill, placard, advertisement or notice of any description upon any external part or in any of the windows or the building forming part of the Premises without obtaining the prior written

or oral consent of the Lessor in which case the Lessor shall not unreasonably withhold such consent where reasonable requested.

- 3.6 The Lessee shall use the Premises for commercial purposes and not to carry on or suffer or permit to be used for any other business which was not applied for.
- 3.7 The Lessee shall permit the Lessor and its agents with or without workmen and others once a year at reasonable times on giving the Lessee on week's prior notice of their intention to enter upon and view or inspect the condition of the demised premises and forthwith execute all repairs and works properly required to be done upon written notice in that behalf given by the Lessor.
- 3.8 The Lessee shall use the Premises with due care and caution and shall keep the same in good order and condition and upon the expiry of this lease, the Lessee shall leave the same in good condition as they are on the date hereof and shall make compensation for any damage (reasonable wear and tear excepted).
- 3.9 To yield up the Premises including the improvements made by the Lessor (other than the equipment and fixtures belonging to the Lessee) at the expiration of the said term in good tenantable repair and condition (fair wear and tear excepted) in accordance with the covenants herein contained.
- 3.10 The Lessee will keep the interior of the Premises in good and substantial repair and condition.
- 3.11 The Lessee shall keep the Premises and every part thereof in clean and tidy condition. The Lessee shall not keep anything in or around the Premises, which shall always be kept un-littered and in tenantable condition.
- 3.12 The Lessee shall not to assign, sub-lease, or sublet or part with the possession of the premises or any part thereof without the consent in writing of the Lessor, but such consent shall not be required in the event where the Lessee appoints any member of his company to occupy the Demised Premises as and whenever necessary.

V THE LESSOR'S COVENANTS

- 4.1 The Lessor shall keep premises and drains in good and substantial repair and conditions.

- 4.2 The Lessor shall not to do or permit or suffer to be done on the Premises or on any other adjacent land or lands in the neighborhood of the said plot of which the Lessor is the occupier anything which shall or may become a nuisance annoyance or inconvenience to the Lessee or any one claiming under it or any occupier of the demised premises for the time being.
- 4.3 The Lessor shall keep the main walls, roof and exterior of the Premises in good and tenantable repair and condition.
- 4.4 The Lessor shall pay all rents, rates, assessments, impositions, including Government Land Rent and Municipal rates which now are or at any time during the term may be assessed or imposed on the Premises or any part thereof or the Lessee or the Lessor in respect thereof by the Government or Municipal local or other authority save for the express provisions to the contrary herein.

V TERMINATION OF THE LEASE

- 5.1 **EITHER PARTY** shall have the option to terminate the Lease Agreement by giving 3 months advance notice in writing without assigning any reason whatsoever, at any time during the term.
- 5.2 Any notice under this lease shall be in writing and shall be sufficiently served on the Lessee if addressed to it and delivered to or left on the Premises and any notice to the Lessor shall be sufficiently served if addressed to them **AND** any notice posted shall be deemed to have been served within six days following that on which it is posted.

VI ARBITRATION

- 6.1 Any dispute or difference between the parties hereto including any inability or failure to agree the interpretation of the terms hereof shall be decided by arbitration in accordance with the provisions of the Arbitration At (CAP 15 R.E 2002) or any statutory modification thereof or any Act for the time being amending or replacing the same.

VII GOVERNING LAW

7.1 The Parties expressly agree that for all matters arising hereunder, this Lease Agreement shall be governed by the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto set their hands on the respective dates and year hereinafter appearing.

SIGNED AT ARUSHA BY ABDULHAKIM Mulla } [Signature] LESSOR
Thisday of2024

WITNESS

Name: CHARLES CHRISTIAN
Signature: [Signature]
Address: U.S.P. ARUSHA



SIGNED AT ARUSHA BY SHARIFA NAGIB MOHAMMED } [Signature] LESSEE
Thisday of2024

WITNESS

Name: GEORGE WILBARD
Signature: [Signature]
Address: P.O. Box 10933 - Arusha

