

DATED THIS 30TH DAY OF AUGUST 2024

LEASE AGREEMENT

TEMBO MFALME LIMITED

BETWEEN

AND

ABSOLUTE INFRA LIMITED

**RELATING TO PLOT NUMBER 15, BLOCK NUMBER B, SITUATED
AT LODHIA STREET, KISEMVULE, MKURANGA, PWANI**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 30TH day of AUGUST 2024 **BETWEEN TEMBO MFAMLE LTD** of Dar es Salaam (hereinafter called "**the Lessor**" which expression shall, where the context so admits, include his successors and assigns) and, **ABSOLUTE INFRA LTD** of P. O. Box 72, Dar es Salaam, Tanzania (hereinafter called "**the Lessee**" which expression shall where the context so admits, include its successors and assigns).

WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent hereinafter reserved and of the covenants on the part of the **Lessee** hereinafter contained the **Lessor** hereby demises unto the **Lessee** Office (hereinafter referred to as "**the demised premises**") located on a parcel of land identified on Plot Number 15, Block Number B located next to Lodhia Street, Kisemvule, Mkuranga, **TO HOLD** the demised premises unto the **Lessee** for the initial term of 5 years from 30th day of August 2024 to 31st day of July 2029 but subject to an option for termination or renewal herein contained.

1.2 **IT IS HEREBY AGREED** that the **Lessee** shall initially pay a monthly rent amounting to **Tshs 1,000,000** per month, payable six months in advance. Therefore, the gross amount payable in advance for the first six months period shall be **Tshs. 6,000,000**.

2. THE LESSEE COVENANTS WITH THE LESSOR as follows: -

2.1 To pay the said rents to the **Lessor** at the times and in the manner aforesaid clear of all deductions.

2.2 At all times to repair and keep in good and substantial repair and condition the whole of the demised premises and every part thereof and the **Lessor's** assets and fixtures therein and such parts of the internal drains pipes wires and sanitary apparatus, serving the demised premises as are situated within the same (damage by fire and such other risks excepted);

2.3 To permit the **Lessor** or the **Lessor's** duly authorized agents at all reasonable times during the said term with or without workmen or others upon giving not less than Twenty Four (24) hours previous notice (except in case of emergency) to enter upon the demised premises and to give or leave on the demised premises notice in writing addressed to the **Lessee** of all wants of reparation then and there found and the **Lessee** shall and will within a period

of one calendar month after such notice or sooner effect requisite repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained and if the **Lessee** shall fail so to do the **Lessee** shall permit the **Lessor** to enter upon the demised premises for the purpose of carrying out such reparation and the cost thereof shall be repaid by the **Lessee** to the **Lessor**;

- 2.4 Not at any time during the said term without the consent in writing of the **Lessor** first had and obtained (such consent not to be unreasonably withheld) to sublet the demised premises or any part thereof;
 - 2.5 At the expiry or sooner determination of the term hereby granted to yield up the demised premises and the **Lessor's** assets to the **Lessor** in the state of repair in which they ought to be having regard to the provisions hereinbefore contained fair wear and tear excepted;
 - 2.6 To pay all charges for water, electricity, and as sewerage charges during the said term.
3. **THE LESSOR COVENANTS WITH THE LESSEE as follows: -**
- 3.1 To pay the land rent and property tax and statutory impositions whatsoever which now are or shall at any time hereafter during the said term be charged assessed or imposed upon or in respect of the demised premises or any part thereof or on the **Lessor** or **Lessee** in respect thereof. To keep the exterior of the building, including the roof, in good repair;
 - 3.2 That the **Lessee** paying the rents hereinbefore reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed may peaceably hold and enjoy the demised premises during the term hereby granted without any interruption or disturbance from the **Lessor** or any person or persons lawfully claiming under or in trust for the **Lessor**.

4. THE LESSOR AND LESSEE MUTUALLY AGREE AND DECLARE as follows: -



- 4.1 If the rents herein before reserved or any part thereof shall at any time be in arrear and unpaid for thirty (30) days after the same shall have become due (whether legally demanded or not) or if the **Lessee** shall at any time fail or neglect to perform or observe any of the covenants or agreements herein contained and on the **Lessee's** part to be performed and observed then and in any such case it shall be lawful for the **Lessor** in the behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the **Lessor** in respect of any antecedent breach by the **Lessee** of any of the covenants or agreements herein contained;
- 4.2 This lease shall terminate on the expiry of the lease term herein reserved, unless the parties shall mutually agree in writing to renew the term.
- 4.3 The **Lessee** shall have the option to terminate this lease at the end of the term hereby reserved or upon serving on the **Lessor** a three (3) months notice. The Lessor may terminate this lease agreement if there is a breach of a term of this agreement and upon serving a month notice to the Lessee to rectify the breach and the Lessee having failed so to do.
- 4.4 Notwithstanding anything to the contrary herein contained, the provisions of this lease may (subject to the provisions of any law in force to the contrary) be modified by an exchange of letters setting out the modifications mutually agreed between the parties hereto and shall after such exchange of letters be read and construed as so modified;
- 4.5 This lease shall be governed and construed in accordance with the laws of Tanzania;
- 4.6 The agreed rent payment shall be subjected to review after two years
- 4.7 All disputes or differences 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 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 in any way

connected with or arising out of or in relation to the subject matter of this lease shall if both parties do not prefer to refer the matter to court be referred to one arbitrator in accordance with the Arbitration Act (Cap. 15) or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the **Lessee** and **Lessor** have respectively executed this Lease the day and year first above written.

SIGNED by the said **TEMBO MFALME LTD** who is known to me personally/introduced to me by **KRISHA S. KUNDALIYA** and latter known to me personally

In my presence this 30th day of August 2024.

Lessor

Before me:



Commissioner for oaths

SIGNED by the said **ABHAY.G.KUNDALIA** Who is known to me personally and **DELIVERED on behalf of ABSOLUTE INFRA LTD**

In my presence on this 30th day of August 2024




Absolute Infra Limited

Before me:



Commissioner for oaths