

**FOR LEASE OF PART OF GROUND FLOOR (69SQM)
OF OFFICE BUILDING No. THREE,
ON PLOT NO. 1720 MSASANI,
DAR ES SALAAM, TANZANIA**

LEASE AGREEMENT

THIS Lease Agreement is made at Dar es Salaam within the United Republic of Tanzania on this ²⁵..... day of July 2024

BETWEEN

ELIZABETH MASUI MARWA of P.O. Box 78744, DAR ES SALAAM, TANZANIA (hereinafter referred to as “the LESSOR”, which expression shall, where the context so admits, include its assigns, executors and other successors in title) of the one part.

AND

KINGSTONE CONSTRUCTION (TZ) COMPANY LIMITED, a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212, replaced by Act. No. 12 of 2002) of P.O. Box 9927, DAR ES SALAAM, TANZANIA (hereinafter referred to as “the LESSEE” which expression shall, where the context so admits, include its assigns, executors and other successors in title) of the other part.

WHEREAS, the LESSOR is the owner of all those premises known as Office Building No. THREE situated at Plot No. 1720, Msasani, Oyster Bay, Dar es Salaam and Lessee is hereby interested to rent part of the ground floor of the Office Building No. 3 consisting of 69SQM (Sixty Nine Square Meters) (hereinafter referred to as “the Demised Premises”)

AND WHEREAS the LESSOR has agreed to let the Demised Premises referred hereinabove on the terms and conditions hereinafter contained.

1. TENURE

The lesser hereby demises unto the Lessee the Demised Premises to hold the same for a period of THREE years commencing on the 23rd JULY 2024

2. TERM AND RENT

- a) This Lease rent shall be 1,000,000/= TZ which shall be paid on a monthly basis.
- b) The Rent chargeable is inclusive of any statutory withholding tax applicable at prevailing rates.

3. EARLY TERMINATION

Both parties hereby agree that of the parties may terminate the agreement either by giving three (3) months' notice in writing to the other or by paying in lieu thereof the lease rent equivalent to the full notice period.

4. RIGHT TO SUBLET:

The Lessor hereby consents to the Lessee NOT to sublet the property or the part of the Demised Premises.

5. RIGHT TO ASSIGN:

The Lessee shall not have the right to assign this agreement. The Lessor shall have full right to assign this agreement upon notice of any such assignment to the lessee. In the event of such an assignment, the lessor shall warrant to the lessee that any such assignment shall not disturb, disrupt or interrupt the terms and conditions of the contract as entered between the lessor and lessee.

6. RIGHT TO MORTGAGE:

The Lessee shall not have the right to mortgage the Demised Premises nor offer this agreement as security.

7. LEGAL FEES AND COSTS:

The Lessee will be responsible for the payment of all legal costs and fees including the payment of stamp duty and registration costs in relation to the preparation and registration of this lease agreement.

8. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) To pay the rent reserved herein without any deduction whatsoever, other than statutory withholdings, in the manner and upon the dates herein agreed and further to pay taxes normally obligatory to Lessee as stipulated by any concerned authorities.**
- (b) To pay all charges for electricity, water, telephones, internet, DSTV, cable TV and council tax, and all other such charges if any, in respect of the Demised Premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all of the above referred charges.**
- (c) The Lessor is responsible to ensure the building in which the demised premises is located and the lessee shall be responsible for Insuring his own belongings all the materials and stock placed by Lessee on Demised Premises**
- (d) Not to make any alterations or additions to the Demised Premises or to cut or injure any walls, structures, or timbers thereof.**
- (e) To obtain Lessor's consent in writing for any improvements the Lessee wishes to carryout including the installation of signage and any advertising materials displayed on the property. The lessor's consent shall not be unreasonably withheld.**
- (f) To maintain the Demised Premises, including all additions thereto, including plant, equipment, lifts (if any), fixtures, fittings, doors, windows, locks, sanitary, water apparatus, electric wiring, all other property of the Lessor in good repair and tenantable condition.**
- (f) Not to keep or permit to be kept on the Demised Premises any materials of dangerous or explosive nature or the keeping of which may contravene any statues or local regulations or by Laws or to carry on or do anything that may constitute a nuisance of a public or private nature or be a cause of disturbance or annoyance, or danger to neighbors, or to the public.**
- (g) To permit the Lessor or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the Demised Premises and in the event of any repairs**

being necessary to carry out the same within one month of receiving a notice to do so and certainly prior to vacating the premises this being the Lessee's responsibility.

- (h) To use the Demised Premises for use and occupation as Pharmacy and its office for use by the Lessee only and not to assign, or part with possession of the Demised Premises.
- (i) Lessee shall accept full responsibility for any misdemeanors or breaches of the occupants and users of the Demised Premises and that the same shall be automatically imputed upon the Lessee with respect to the occupants and or the person committing the breach or misdemeanor. Such breach includes those committed by the agents, employees, guests and invitees of the Lessee, whether by carelessness or willful negligence.
- (j) Not to do or permit or suffer to be done anything whereby any insurance of the Demised Premises against loss or damage by fire or other risks covered by the Lessor's insurance policy may become void or avoidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrence.
- (k) not to allow permit or suffer the Rent or any part thereof to fall in arrear for more than twenty-one (21) days next after any of the days where on the same ought to be paid as aforesaid whether the same shall have been demanded or not and not commit any breach non-performance or non-observance of any of the covenants agreements conditions restrictions stipulations and provisions herein contained.

9. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) that the Lessee paying the rent herein reserved and observing and performing the covenants on the part of the Lessee herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Demised Premises for the Term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.

(b) That the lessor shall not in any cause or conduct any activity that will interfere with the business operations of the premises. However, the Lessee hereby acknowledges that the Lessor is carrying out development works to the property adjoining the Demised Premises.


(c) That the lessor shall insure and keep insured, at the Lessor's discretion, the Demised Premises against loss or damage by fire or such other risk as are commonly insured in Tanzania including loss of rent. In case Demised Premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human inhabitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event and a successful payout of a claim to cover the damage sustained. However:

- i. The Lessor shall not be liable for any damage to or theft of any personal belongings or personal injury or personal life of the Lessee, the Lessee's employees and/or the occupants of the Demised Premises; and
- ii. The Lessee shall be responsible for safekeeping of its personal property and belongings. The Lessor will not accept any responsibility whatsoever for any personal belongings or property of the Lessee.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS the day year first above written.

SIGNED and DELIVERED by

ELIZABETH MASUI who is known to me
Personally on this 25 day of 07 2024.


.....
LESSOR

BEFORE ME

NAME: TALIB MUSSA MLILIMA

POSTAL ADDRESS: 6890 ASM

SIGNATURE: 

QUALIFICATION: COMMISSIONER FOR OATHS



SEALED under the COMMON SEAL of
KINGSTONE CONSTRUCTION (TZ) COMPANY
LIMITED on this 25.....day of Jul. 2024.



IN MY PRESENCE

NAME: WEIJIE CUI
POSTAL ADDRESS: P.O. Box 9927 Dares Salaam
SIGNATURE: [Handwritten Signature]
DESIGNATION: DIRECTOR

BEFORE ME

NAME: TALIB MUSSA MLILIMA
POSTAL ADDRESS: 6890 DCM
SIGNATURE: [Handwritten Signature]
QUALIFICATION: COMMISSIONER FOR OATHS

