



## LEASE AGREEMENT

**THIS AGREEMENT** made this 1<sup>st</sup> January, 2023 between **MR. VICTOR MWAKIPOSA** of

**P.O. Box 10176, DAR ES SALAAM, TANZANIA** (hereinafter referred to as "the Lessor") on the part and **CHOICE MOTORS LTD of P.O. BOX 22218, DAR ES SALAAM, TANZANIA** (hereinafter referred to as "lessee") of the other part.

**WHERE AS** the Lessor is the Owner of the plot No. 27, situated at Block 28 C Mwananyamala, Dar es Salaam (hereinafter referred to as the "Demised premises") and is desirous of leasing the house referred on plot No. 27 for a consideration of **Tsh. 500,000.00 (Five Hundred Thousands Only per month)**.

**WHERE AS** the lessee is desirous of taking lease of the above mentioned Demised Premises on the conditions and upon the conditions and terms hereafter appearing.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The period of tenancy herein referred to as the "contractual Period" shall be twenty four (24) months starting from the 1<sup>st</sup> January, 2023 to 31<sup>st</sup> December, 2024 with an option for renewal following three months prior notice to the expiry date.
2. The monthly rent shall be **Tsh. 500,000.00 (Five Hundred Thousands Only)** per month payable annually during the signing of the agreement amounting to **Tsh 6,000,000.00 (Six Million Only)**.
3. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS**
  - (a) Not to assign, sublet or part with the procession of the premises or part thereof without the written consent of the Lessor,
  - (b) Not to prevent the Lessor and /or his agent with or without workmen, at reasonable time of the day after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and/or to execute major repairs to the said premises under the Lessor's covenants in that behalf,
  - (c) To use the Premises for residential/home office purposes and to pay for sewerage, water and fumigation.
  - (d) To pay for electricity consumed therein and in the event there is a shortage to source alternatively.
  - (e) To keep the premises and fixtures in good state of repair.



- (f) Not to make or suffer to be made any alterations or additions to the Premises without the written consent of the Lessor.
- (g) Not to do anything that would invalidate the insurance policy or cause an increase risk and premium and any pay for such damages unless the Lessor is eligible for insurance compensation.
- (h) Unless the lease is renewed within three months prior to the expiry of the contractual period, to surrender vacant possession of the premises to the Lessor.
- (i) If by the end of the lease any utility bills, i.e. bill for electricity and other consumable, charges for damages on the premises, and other outstanding charges remain unpaid, the Lessee shall pay such bills/charges upon presentation.

**4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS**

- (a) While the lease is in force not to dispose the Premise without the written consent of the Lessee, such consent shall not be unreasonably withheld.
- (b) To pay land rent.
- (c) To carry out all major structural repairs and keep the exterior of the premises in good tenantable condition.
- (d) The Lessee, having occupied the said Premises and observing and performing the several covenants, shall peacefully hold and enjoy the Premises without interruption by the Lessor or his agents.

**5. PROVIDED AND IT IS HEREBY AGREED AND DECLARED THAT:**

- (a) If the rent is hereby reserved or any part thereof shall remain unpaid for 30 days after becoming due and payable or if any covenant, condition or stipulation herein contained shall not be performed or observed by the Lessee within a reasonable time, the Lessor shall have the right to enter upon the Premises and thereupon the premises and terminate the lease.
- (b) Either party may terminate the lease by giving the other party three months notice in writing of the desire to so.

*J.M.*

- (c) If at any time during the lease the property becomes damaged by fire, not attributable to the lessee, or by major forces and it becomes unfit for habitation, the Lessor shall terminate the lease.
- (d) All the disputes arising out of the terms of this agreement shall be settled through negotiations or arbitration.

**IN WITNESS WHEREOF:** The parties here to have set their respective hands on the day and the year in the manner herein below appearing;

**SIGNED by M/S CHOICE MOTORS LTD.**

on 02nd day of JANUARY, 2023  
 Here referred to as the (**LESSEE**)

NAME FARUK N. MEGALI

SIGNATURE [Signature]

POSTAL ADDRESS P.O. Box 22218 Dsh

QUALIFICATION M.D



**SEALED with the common seal of M/S CHOICE MOTORS LTD.**

**LESSOR**

For and on behalf of (Lessor) **Mr VICTOR MWAKIPOSA,**

NAME VICTOR MWAKIPOSA

SIGNATURE [Signature]

POSTAL ADDRESS 12176 DSM

QUALIFICATION.....

**STAMP DUTY**

Shs: 60,000/= Collected  
9984110360682  
 Receipt No: ..... Date: 20/1/23

[Signature]  
 Regional Manager - Ilala Tax Region

**SIGNED and SEALED by Mr. VICTOR MWAKIPOSA on the ..... day of ..... 2023**

(Here referred and represented by the Lessor)

TH: 102 - 318 - 366

STAMP - 60,000

WHT - 600,000 (Jan - Dec 2023)

TOTM 660,000

[Signature] 20/1/2023

