

## LEASE AGREEMENT

This AGREEMENT is made this **01<sup>st</sup>** Day of **January** 2023

### BETWEEN

**The MANAGEMENT of TILE FRESH LTD (TFL)** whose head office is situated at Oasis Village & Club, Oasis Street P.O. Box 75875, Mbezi Beach, Dar es Salaam (hereinafter referred to as ``lessor``) of the one part.

### AND

**MPONELA GENERAL TRADERS COMPANY LTD (MGT)** whose is a limited liability company with registration number 159363422 which came into existence under Companies Act, 2002 on December 20th 2022 with registered office in Dar Es Salaam and Kahama Tanzania. of P.O. Box 75875, Dar Es Salaam (hereinafter referred to as ``lessee``) of the other part.

### WHERE AS;

- A. The lessor owns building situated at Plot No 489-517, block J at Mbezi Beach B/ Oasis Street in Dar Es Salaam City.
- B. The lessee is desirous of leasing from the lessor space/part of the building by way of lease.
- C. The lessor has agreed to lease the same to lessee according to the terms and conditions stipulated herein.

### NOW THIS LEASE WITNESSETH AS FOLLOWS:

#### 1. COMMENCEMENT AND DURATION OF THE LEASE:

The lease shall be for a term of five (5) years with an option to renew commencing from **1<sup>st</sup> day of January, 2023 to the 31<sup>st</sup> of December, 2029.**

#### 2. THE DEMISED PREMISES

The lessor has agreed to the lessee to lease spaces in its building situated along in **Mbezi Beach /Oasis Street**, Dar es salaam city (Herein referred as demised premises).

#### 3. RENT AND TERMS OF PAYMENT:

- 3.1 That the lessee won't be paying the rent, but will be responsible for contributing to clearing/cleaning the area, renovating and repair and maintenance of the area to the lessor, and the lessee will only use the premises for only agreed and legal services.
- 3.2 The parties shall give sufficient notice of not less than one month (1) to each other before effecting any changes to this agreement.

#### **4. LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS.**

- 4.1 At all time to keep safe, repair and maintenance of the premises appurtenances thereof including doors, windows and other glass fixtures, fittings, fastenings, electric wires and fittings, waste drain and other pipes, sanitary and water apparatus therein and painting throughout the said term.
- 4.2 To paint in a proper and workman like manner all the walls, woods, iron and other parts with good paint of suitable quality for school activities.
- 4.3 To pay to the supplier thereof all charges for electricity and water (including meter rents) consumed in demised premises for heating, cooling, lighting and other purposes throughout the entire term of the lessee.
- 4.4 To use and occupy the demised premises solely and exclusively for approved business only.
- 4.5 To pay and make good to the lessor all and every loss damage whatsoever incurred or sustained by the lessor as a consequence of every breach or non-observance of the lessee`s covenants herein contained and to indemnify the lessor against all action, claims ,liability costs and expenses arising thereon.
- 4.6 When necessary, to employ staff to enable and to maintain the said services and surrounding or any of them for the general conduct management and security of the building and all parts of the lessor.

#### **5. THE LESSOR HEREBY CONVENANTS with the lessee as follows:**

- 5.1 To ensure and keep insured the demised premises and lessor fixtures therein against loss or damages by fire and such other risks.

#### **6. RENEWAL OF THE LEASE:**

The lessor may at the written request of the lessee made (6) six months before expiration of the term hereby created and if there shall not at the time of the request be any existing breach or non-observance of any of the covenants on the part of tenant herein contained at the expense of the lessor, grant to the lessee a lease of the demised premises for further term of (5) years, from the expiration of the term hereby created for renewal.

#### **7. TERMINATION OF THE LEASE**

This lease shall come to termination upon occurrence of the following.

- Continued breach of the term of agreement by either party.
- Demolition of the demised premises
- Fundamental change of circumstances rendering it impossible for the parties herein to maintain this Agreement.

## 7.1 NOTICES ON TERMINATION OF THE LEASE:

The lessee shall when desirous of terminating the lease for any other reasons other than default of the terms of this lease shall give a three months *Notice of termination of the lease* in writing to the lessor.

## 8. FORCE MAJEURE.

No party hereto shall be considered in default of its obligation herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contiguous disease, accidents, fire, strong winds, floods, earthquake or because of any law, order, proclamation, regulation or ordinance of the government subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, provided that notice in writing of the occurrence of such events and its effects on the party's liability to perform its obligation is given within a shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party.

Should one or both parties hereto to be prevented from fulfilling its obligation by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this agreement . None of the parties shall have the right to claim any damage from the other party because of occurrence of force majeure.

## 9. IT IS HEREBY FURTHER AGREED AND DECLARED by between the lessor and the lessee that;

9.1 Registration charges and other expenses in connection with or incidental to the preparation of this lease shall be borne by lessee.

9.2 The tenants shall make sure his/ her personal properties are insured. Any damage to the tenant's personal properties during his/her tenure period shall not be the responsibility of TFL.

9.3 If the tenant find any equipment / machine belonging to TFL in his/her property, the tenant will be responsible for its maintenance and replacement when it runs out of use.

10. **IN WITNESS HERE OF** that the parties hereto have executed these presents on the day and year and in a manner hereinafter appearing.

**THE LESSOR**

**SIGNED** and **DELIVERED for** and on behalf of the management of the TFL in the presence of us on this ..... day of.....2023.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ JEREMIAH K. MCHECHU \_\_\_\_\_  
Address: \_\_\_\_\_ P.O.BOX 75875, DAR ES SALAAM \_\_\_\_\_  
Designation: \_\_\_\_\_ DIRECTOR \_\_\_\_\_

TILE FRESH LIMITED  
P. O. Box 5991  
DAR-ES-SALAAM

**In the presence of**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ AUGUSTINE W. SHABANI \_\_\_\_\_  
Address: \_\_\_\_\_ P.O.BOX 75875, DAR ES SALAAM \_\_\_\_\_  
Designation: \_\_\_\_\_ COMPANY SECRETARY \_\_\_\_\_

**THE LESSEE:**

**MPONELA GENERAL TRADERS COMPANY LTD.**

SIGNED and DELIVERED in the presence of us on this .....day of.....2023.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ CHARLES B. MPONELA \_\_\_\_\_  
Address: \_\_\_\_\_ P.O.BOX 75875, DAR ES SALAAM \_\_\_\_\_  
Designation: \_\_\_\_\_ MANAGING DIRECTOR \_\_\_\_\_



**In the presence of:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ FAUSTINE P. NYALALI \_\_\_\_\_  
Address: \_\_\_\_\_ P.O.BOX 75875, DAR ES SALAAM \_\_\_\_\_  
Designation: \_\_\_\_\_ COMPANY SECRETARY \_\_\_\_\_