

LEASE AGREEMENT

BETWEEN

TWALIB ABDUL HUSSEIN

&

PLANET TREE LIMITED

THIS LEASE AGREEMENT made this 21st day of June 2024

BETWEEN

TWALIB ABDUL HUSSEIN of Post Office Box Number 36048, Kigamboni, DAR ES SALAAM (hereinafter called "the Lessor" which expression shall where the context so admits, include his successors and assigns, in title) of the one part.

AND

PLANET TREE LIMITED of P. O. Box 4161, DAR ES SALAAM (hereinafter called "the Lessee" which expression shall, where the context so admits, include his successors and assigns in title) of the other part.

WITNESSETH as follows: -

1. **IN CONSIDERATION** of the rent hereinafter provided and the Lessee's covenants hereinafter contained or implied and to be performed and observed by the Lessor, **HEREBY DEMISE** to the Lessee the **PREMISES** covering an area of 1749 **square meters** situated on Plot No. P17511 in Buyuni, Kigamboni in Dar Es Salaam (hereinafter called demised premises) for a period of thirty-six months commencing on 01st July 2024 and the rent per charged per month is Tshs 200,000/- payable twelve months in advance.
2. The Lessee **HEREBY COVENANTS** with the Lessor as follows:
 - (a) To pay and discharge sewerage charges, electric light, telephone, sanitary and water used or consumed in the demised premises and other charges of a similar nature.
 - (b) To keep the interior of the demised premises including all doors, windows, glass, locks and fasteners walls, electric wiring, and other fittings in as good and tenable repair and condition as the same now are.
 - (c) To keep all rooms from time to time forming portion of the said premises in good and tenable repair and condition internally and also to keep the internal portions of the drains and additions thereto in the like tenable repair and condition throughout the said term and without any alterations except such as shall be sanctioned in writing by the Lessor.
 - (d) To permit the Lessor and his agents at all reasonable times with or without workmen to enter upon the demised premises to view the condition thereof and if the same is found to be defective or out of repair to leave or give a written notice of such defects for the Lessee to make good same in a proper manner and to the satisfaction of the Lessor within the space of one calendar month after such calendar month as aforesaid proceed diligently with the execution of such repairs. The Lessor shall be at liberty to enter into and upon the said premises and execute such

repairs and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.

- (e) Not to make any alternations in or additions to the demised premises without the consent in writing of the Lessor first hand and obtained.
- (f) Not to cause or damage any of the walls of the demised premises or permit the same to be done.
- (g) Not to assign sub-let or part with the possession of the demised premises or any part thereof without the consent of the Lessor but such consent not to be unreasonably withheld PROVIDED ALWAYS that the occupation of the demised premises or any part thereof by any person in the service or employment of the Lessee shall not constitute an assignment, a sub-lease or parting with possession of the demised premises or any part thereof.
- (h) To peaceably yield up to the Lessor at the end or sooner determination of the term hereby created the demised premises so well and sufficiently repaired and maintained as stipulated aforesaid in accordance with covenants and conditions hereinbefore contained.

3. **AND** the Lessor **HEREBY COVENANTS** with the Lessee as follows: -

- a. The Lessee observing the foregoing covenants hereinbefore reserved and performing and observing the several covenants and stipulations herein on his part contained shall peacefully hold and enjoy the demised premises during the term hereby created without unlawful intervention by the Lesser or any person rightfully claiming under him.
- b. To pay any discharge all land rent and service charges, and other outgoings whatsoever save except for electricity charges and water rates and for telephone charges which are now or may hereafter become imposed or charged upon the demised premises or payable by the Lessor or Lessee in respect thereof.
- c. During the continuance of the said term to keep the exterior portions of the said premises in good and habitable repair and condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use or occupation both internally and externally provided that such faults are not attributable to neglect on the part of the Lessee his agents or employees.

4. **THE LESSOR AND THE LESSEE HEREBY AGREE AND DECLARE THAT: -**

- a. If and whenever the covenants hereby reserved are not adhered to or if and whenever the Lessee shall not in all things well and truly observe, perform, fulfill, and seek all and singular the covenants by the Lessee herein contained, then the Lessor in such case can lawfully re-enter upon the demised premises or any part thereof in the name of the whole and the same to have again, re-possess and enjoy as in its former estate

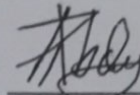
notwithstanding and without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants, conditions, stipulations and provisions hereinbefore contained or implied and on the part of the Lessee to be performed and observed.

- b. This Lease Agreement may be terminated by either part giving three months' notice.
 - c. This Lease may be renewed at the cost of the Lessee after the expiration of the term hereby granted by either party giving a three (3) months' notice in writing before the expiry of the Lease term on the terms and conditions to be agreed to by the parties for a further term as shall be agreed between the parties to commence from the expiration of the term hereby granted.
5. In the event that the lessee fails to pay the rent as stipulated hereinabove the lessor shall have the right of demanding vacant possession, without any notice.
 6. This Agreement may be amended within the Agreement period by mutual consent of the parties. No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to this Agreement must be forwarded to the Lessee address for prior review and approval.
 7. This Lease Agreement shall be interpreted and governed by the laws of United Republic of Tanzania.
 8. Any dispute arising out of or in connection with this Lease Agreement shall be referred to arbitration under the laws of United Republic of Tanzania. The arbitral award shall be final and binding upon the Parties.
 9. This document contains the entire agreement of the parties and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the Site. This Lease Agreement may not be modified except in writing signed and acknowledged by both parties.

In **WITNESS WHEREOF** the parties hereto duly authorized have caused this Agreement to be signed in their respective names and delivered as of the day and year first above written.

SIGNED and DELIVER at DAR ES SALAAM
by the said **TWALIB ABDUL HUSSEIN** who is
known to me/ identified to me by

.....
the latter being known to me personally
this 21st day of June 2024



LANDLORD

WITNESS:

SIGNATURE: Doris Mugarula

POSTAL ADDRESS: P.O. Box 25054,
DAR-ES-SALAAM

QUALIFICATION: ADVOCATE



STAMPED with the COMPANY STAMP of the
PLANET TREE LIMITED
this 21st day to June 2024

NAME: DIANA FRANK MAHALLA
SIGNATURE: [Signature]
POSTAL ADDRESS: P.O. Box 4161 DSM
DESIGNATION: SECRETARY

