

LEASE AGREEMENT

BETWEEN

DR ADILI KADRIA SEUSHI

AND

**RUBY TECHNOLOGY MANUFACTURING
COMPANY LIMITED**

DRAWN BY:
BOTH PARTIES

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AGREEMENT FOR LEASE

THIS AGREEMENT is made at Dar es salaam this 1st day of October 2024

By and between

ADILI KADRIA SEUSHI; an individual living for gain of Postal Office Box N0. 6423, Dar sa salaam, Tanzania (hereinafter called “the Landlord) of the ONE PART,
And

RUBY TECHNOLOGY MANUFACTURING COMPANY LIMITED, Company lawful established in Tanzania (hereafter called “the Tenant

WHEREAS

- (a) The landlord is absolutely seized and possessed or otherwise well and sufficiently entitled to the warehouse situated at plot 140, wastaafu street 6, Mikocheni, Kinondoni Municipal in the city of Dar es salaam, hereinafter referred as “the demise premises”.
- (b) The Landlord as agreed to grant the Tenant a lease in respect of the said premises for a period of renewable four years ad ten months commencing on the 1st October 2024 to 1st October 2028, without any interference, subject to terms and conditions laid down in this agreement. The Landlord will do minor renovation of the house for ten days prior to the entrance. the Landlord will give the house keys to the Tenant after those Ten days.
- (c) The Tenant has agreed and undertakes to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

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NOW THIS AGREEMENT WITNESSES as follows: -

1. Lease

In pursuance of the said agreement the Landlord shall lease to the tenant and the Tenant shall take lease of premises situated on plot 140, Wastaafu Street 6, Mikocheni B, Kinondoni Municipal, Dar es Salaam, for accommodation use at the monthly rent of United States Dollars One thousand four hundred Only (USD 1,400) per month for the first ten months, then monthly rent of one thousand five hundred only (1,500) for the rest of the twenty-four months.

2. Payment of the Rent

The rent herein reserved shall be paid ten months in advance upon the execution of this agreement. Then, yearly for the two years in advance.

In addition to the rent herein above stipulated, the tenant undertakes to further pay electricity, water, and any outgoings payable and due to the demised premises.

3. Renewal of the Term

The lease agreement hereby entered shall be for a period of two years and ten months renewable at the options of parties and upon such terms as shall be mutually determined by both parties. Tenant shall give the Landlord a six-month written notice of continuity of the lease.

4. Tenant's Rights and Obligations

4.1 To pay the reserved rent at the time and in the manner herein provided;

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- 4.2 To occupy the demised premises for accommodation use.
- 4.3 To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, etc in connection with the demised premises during the said term;
- 4.4 To keep the demised premises in good condition throughout the term.
- 4.5 To allow the Landlord and/or his officers and agents at all reasonable times to enter upon the property to inspect or carry out repairs of for other purposes in connection with the demised premises.
- 4.6 Not to do or permit to be done anything in or upon the demises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord.
- 4.7 That in case of any modification of structure of the house and warehouse the Tenant shall request in writing (attaching sketch/drawing of the change) to the Landlord who shall approve after consideration of the change and that on termination of the agreement the Tenant shall handover possession after renovation/modifying to the original to the original conditions.
- 4.8 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 4.9 To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenable condition in accordance with the covenants with the covenants herein contained.

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4.10 Not to assign, sublet or part with the possession of demised premises or Any part thereof; subleasing or assign will be considered as breaching fundamental terms of this agreement

1. Landlord's Rights and Obligations

- 1.1 To pay ten percent withholding tax and any other government taxes concerning the demised premises beside mentioned in Tenant's rights.
- 1.2 The Landlord shall not be responsible to the Tenant's licensees, servants, agents or other persons in the demised premises.
- 1.3 For the purpose of maintaining the Premises, the Landlord reserves the right to enter the Premises to inspect and make any necessary repairs, so long as such entry is at prearranged times upon agreed by the tenant.
- 1.4 Subject to the Tenant performing all the covenants herein above specified, not to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term.

2. Termination

The Agreement shall be terminated in the event that the any party breach any obligation(s) made under this Agreement, or in an event of force majeure.

3. Execution Copies


This Lease shall be executed in duplicate; one shall be retained be the Tenant and the second by the Landlord.

The applicable Language in all correspondences and communications shall be English and Swahili.

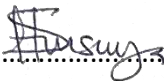
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IN WITNESS WHEREOF, the parties accept this lease and have caused this lease to be executed, each Party represents and warrants that nits signatory whose signature appears below has been.

Signed and Delivered by the Said **Adili Kadria Seushi** the **Lessor** this 1st day of October 2024

Signature:.....

Lessor's Witness

Signature:

Name: Sura Hassan Msuya
Address: P.O.Box 6423, Dar es Salaam

Signed and Delivered by the said **Ruby Technology Manufacturing Company Limited** this 1st Day of October 2024

Signature:


Before Me:


.....
Commissioner for Oaths
Advocate


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