



**LEASE AGREEMENT**

BETWEEN

**THE BOARD OF TRUSTEES OF  
PUBLIC SERVICE SOCIAL SECURITY FUND  
(LESSOR)**

AND

**OMDERA SAFARI LIMITED  
(LESSEE)**

Drawn by:  
Directorate of Legal Services,  
Public Service Social Security Fund,  
PSSSF House,  
Makole Street,  
P.O Box 1501,  
Dodoma

6.	BUILDING NAME/FULL ADDRESS:	<b>PSSSF OLOIRIEN HOUSING ESTATE &amp; COMMERCIAL CENTRE on Plot No. 153/1, Block 'KK', Oloirien Area – ARUSHA</b>	
7.	THE PREMISES: OFFICE SPACE/SHOP No./ HOUSE No./APARTMENT No.	<b>OFFICE/SHOP</b>	
8.	PREMISES MEASURING:	<b>235.00 SQUARE METRES</b>	
9.	RATE OF RENT PER SQUARE (in case rent is charged per m <sup>2</sup> )	<b>TZS 7,800.00</b>	
10.	RENT IN LUMP SUM (in case rent is not charged per m <sup>2</sup> )	<b>N/A</b>	
11.	RATE OF SERVICE CHARGE PER SQUARE METER/LUMP SUM	<b>TZS 1,820.00</b>	
12.	PARKING LOTS	<b>1</b>	
13.	USE OF PREMISES	<b>Demised Premises</b>	<b>Uses</b>
		Shop/Office No. 6	Tours/Safaris/Camping offices
14.	COMMENCES EXPIRES	<b>YEAR</b>	<b>MONTH</b>
		<b>2024</b>	<b>1<sup>ST</sup> APRIL</b>
		<b>2026</b>	<b>31<sup>ST</sup> MARCH</b>

**2.0 THAT,** rent, service charge, security deposit and mode of payment shall be as per Table 2 herein below:

**Table 2:** Details of rent, service charge, parking fees and mode of payment

<b>RENT (VAT Excl.)</b>	<b>VAT</b>	<b>TOTAL</b>	<b>MODE OF PAYMENT</b>
TZS. 1,833,000.00	TZS. 329,940.00	TZS. 2,162,940.00	MONTHLY
<b>SERVICE CHARGE (VAT Excl.)</b>			
<b>SERVICE CHARGE (VAT Excl.)</b>	<b>VAT</b>	<b>TOTAL</b>	<b>MODE OF PAYMENT</b>
TZS 427,700.00	N/A	TZS. 427,700.00	MONTHLY
<b>PARKING FEES (VAT Excl.)</b>			
<b>PARKING FEES (VAT Excl.)</b>	<b>VAT</b>	<b>TOTAL</b>	<b>MODE OF PAYMENT</b>
N/A	N/A	N/A	N/A
<b>SECURITY DEPOSIT</b>			
<b>SECURITY DEPOSIT</b>	<b>VAT</b>	<b>TOTAL</b>	<b>MODE OF PAYMENT</b>
PAID WHEN TAKING POSSESSION OF THE PREMISES	N/A	N/A	Paid once prior to possess the premises

**3.0 THAT,** the required rent shall be paid to the **Lessor** by the **Lessee** through control number issued by the **Lessor** or any other means determined by the **Lessor** as shall be communicated to the **Lessee** from time to time.

**4.0 RENT SECURITY DEPOSIT**

4.1 The **LESSEE** shall provide a Rent Security Deposit to the **Lessor** of the value of an equivalent of three (3) months' rent.

- 4.2 The Rent Security Deposit shall be issued to the **Lessor** by the **Lessee** on the date of signing this lease agreement or any earlier date and shall entitle the **Lessor** to set-off or settle unpaid monthly rent or any monies payable out of the obligations under this lease.
- 4.3 The **Lessor** shall have the right of applying the whole amount guaranteed by the Rent Security Deposit or portion thereof towards payment of the rent arrears, water, electricity or other charges, key replacements, renovations or any other liability of whatsoever nature for which the **Lessee** is responsible.
- 4.4 The Rent Security Deposit shall remain deposited to the **Lessor** or his authorised agent, if any, free of interest until after vacating of the premises by the **Lessee** and the complete discharge of all the **Lessee's** obligations to the **Lessor** arising from the lease.
- 4.5 The **Lessee** shall ensure that the Rent Security Deposit remains fully paid-up for the whole agreement period, failure of which shall constitute a breach and therefore the **Lessor** shall be entitled to terminate the Agreement.

#### **5.0 TAXES AND DUTIES**

**THAT**, all taxes, duties, fees and levies arising from this contract shall be paid in accordance with relevant Laws.

#### **6.0 FAILURE, NEGLIGENCE OR REFUSAL TO PAY RENT OR OTHER CONDITIONS**

**THAT**, Where and whenever the rent remains unpaid for **thirty (30) days** upon receipt of invoice from the date when such rent fell due or if the **LESSEE** has failed to observe or perform any other conditions, covenants or other term expressly or impliedly provided under this lease agreement, the **Lessor** shall exercise the rights set forth in the relevant applicable Laws.

#### **7.0 UTILITIES**

**THAT**, the **LESSEE** shall be responsible for and shall pay on demand for actual charges arising out of his use of electric current, water and other charges as levied by any utility company or authorised person in respect of the demised premises or any other part within the building assigned to the **LESSEE** by the **LESSOR** for the **LESSEES** exclusive use.

## 8.0 WARRANTIES AND CONDITIONS

- 8.1 The **Lessor** and **Lessee** warrant to observe conditions, covenants and warrants provided under the Land Act CAP 113 and other relevant Laws governing lease agreements.
- 8.2 Notwithstanding the Clause above, the **Lessor** and **Lessee** warrant as follows:-Where the appurtenances and/or electrical, drainage and sanitary works, thermostats, geysers and air conditioning appliances are or become defective, excluding fair wear and tear, the same shall be repaired or replaced using service charge payable by the **LESSEE** for this and other purposes each month.
- 8.3 The **LESSEE** shall repair any damage caused to the premises, which may be caused by forcible entry by the **LESSEE** or his agents.
- 8.4 The **LESSEE** shall-
- (a) keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
  - (b) At all times keep the premises in clean, tidy and sanitary condition;
  - (c) Not be entitled to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the **LESSOR** (and any such signs, notices or other matter shall be removed by the **LESSEE** prior to the end of its occupation of the premises and any damage thereby caused to the premises shall be made good by the **LESSEE**). Such consent shall however not be unreasonably withheld;
  - (d) Not obscure any plate glass windows by painting or otherwise;
  - (e) Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may result into damage to the premises;
  - (f) Not change interfere with or overload the electrical installation in the premises;
  - (g) Not obstruct, interfere or tamper with any thermostats or air conditioning appliances in the premises or the building;
  - (h) Pay for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used within the demised premises;
  - (i) Not place any heavy article in the premises without the **LESSOR'S** prior written consent, which consent shall not be withheld unreasonably;

- (j) Not install in the premises air conditioning or ventilating units or equipment without the **LESSOR'S** prior written consent, which consent shall not be unreasonably withheld or delayed;
- (k) Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property; or in the entrance hall, staircase of the building or in the yard of any portion of the property;
- (l) Not pack or unpack goods except within the premises.

## 9.0 DISPOSITION BY LESSEE

There shall be no any kind of disposition by the **Lessee** under this lease agreement without prior written consent of the **Lessor**.

## 10.0 TERMINATION OF LEASE

### 10.1 TERMINATION BY LESSOR

10.1.1 **Lessor** may terminate this lease agreement, upon issuance of notice of thirty (30) days', in case rent remains unpaid for one month after the due date of payment whether or not demanded for payment as remedy by the **Lessor** or its agent or failure to observe or perform any condition, covenant or term;

10.1.2 In case the **Lessor** intends to repossess the premises shall forthwith issue to the **Lessee** a notice of not less than thirty (30) days.

### 10.2 TERMINATION BY THE LESSEE

10.2.1 In case the **Lessee** intends to terminate this lease agreement shall forthwith issue to the **Lessor** a notice of not less than thirty (30) days.

10.2.2 In an event the **LESSEE** pays rent in advance, and the **LESSEE** has an intention to vacate before the rent is fully utilized, the **LESSOR** shall not be obliged to compensate for the remain RENT

## 11.0 ACCESS TO PREMISES

The **LESSEE** shall at all reasonable times and reasonable causes during the period of this Lease permits **Lessor's** representative or its agents, prospective **Lessees** or purchasers of the property, of which the premises form a part, or of the share capital of the **LESSOR**, to enter the interior of the premises.

## 12.0 COMMUNICATIONS

- 12.1 Unless otherwise specifically directed in writing, all communications to the **LESSOR** shall be made to:  
The Director General,  
The Public Service Social Security Fund,  
PSSSF House,  
P.O. Box 1501,  
Dodoma.
- 12.2 Unless otherwise specifically directed in writing, all communications to the **LESSEE** shall be made as per Table 3 herein below:

**Table 3: Address of the Lessee**

<b>Name</b>	<b>OMAR AHMED ELAKKAD</b>
<b>Position</b>	<b>Director</b>
<b>Institution/Company</b>	<b>OMDERA SAFARI LIMITED</b>
<b>Full Postal address</b>	<b>79586, Dar Es Salaam</b>
<b>Telephone</b>	<b>0758 950 578</b>
<b>E-mail address</b>	<b>ellaadomar@gmail.com</b>

## 13.0 FIRE HAZARDS AND INSURANCE

- 13.1 The **LESSEE** shall not at any time bring, allow to be brought or kept on the premises, do or permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or voidable or whereby the premium for any such insurance may be increased.
- 13.2 Where the premium for such insurance is increased as a result of any act or omission contemplated above, whether with the **LESSOR'S** written consent or not, the **LESSOR**, without prejudice to any of its rights hereunder, may recover from the **LESSEE** the amount of the increase immediately on notification from the **LESSOR** and/or the insurance company to the effect that such additional premium has been charged.
- 13.3 The **LESSEE** shall take an independent comprehensive premium for insuring his owns goods.

## 14.0 ALTERATIONS AND ADDITIONS

- 14.1 The **LESSEE** shall not make any alteration or addition or renovation or improvement of whatever nature to suit the Lessee's preference to the premises without the **LESSOR'S** prior written consent, such consent not to be unreasonably withheld. Provided that any cost arising from alteration or addition or renovation or improvement shall be covered by the **Lessee**.
- 14.2 The **Lessee** shall ensure that alterations or additions or renovation or improvements of whatever nature are to be executed by competent

and qualified person by the relevant Authorities and Professional Bodies.

14.3 Any alteration or addition or renovation or improvement made by the **Lessee** having a nature of permanent affixation to the premises shall become part of the premises.

14.4 Any alteration or addition or renovation or improvement made by the **Lessee NOT** having a nature of permanent affixation may be removable by the **Lessee** upon consent of the **Lessor** subject of making good to the premises.

## **15.0 REPAIR, CLEANLINESS AND REPLACEMENT OF WORN OUT FIXTURES AND EQUIPMENT**

### **15.1 Ordinary Maintenance**

The **LESSEE** shall, unless hereinafter specified to the contrary, maintain the said premises in good repair, habitable and leasable condition during the continuation of this Lease.

### **15.2 Cleanliness**

The **LESSEE** shall clean and at reasonable intervals and periodically as would be necessary, fumigate the demised premises and keep them in a clean condition.

### **15.3 Replacement of Worn-Out Furnishing, Fixtures and Equipment**

The **LESSEE** may, in consultation with the **LESSOR**, replace fixtures, fittings and equipment in the demised premises, which may be or become beyond repair at any time during or at the expiration of the Term.

## **16.0 USAGE CLAUSE**

16.1 The **LESSEE** shall not cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than three (3) months without notice to the **Lessor**.

16.2 The **LESSOR** shall ensure the **LESSEE** peacefully and quietly holds and enjoys the demised premises without any interruption or disturbance from or by the **LESSOR** or any person claiming under or in trust for the **LESSOR**.

## **17.0 HANDING OVER OF THE PREMISES**

The **Lessee** shall immediately upon expiration or termination of the lease agreement surrender to the **Lessor** all keys in respect of the demised premises.

### **EXTENSION OF THE LEASE**

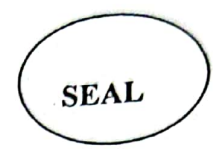
Three months before expiration of the term of this Lease, the **LESSOR** may offer, and the **LESSEE** may accept extension of the Lease on such terms as may be mutually agreed upon by the parties.

### **19.0 APPLICABLE LAW**

This Lease Agreement shall be governed and construed in accordance with the provisions of the Land Act CAP 113 and other relevant laws of the United Republic of Tanzania.

WITNESS WHEREOF the parties hereto have executed these presents in the presence of and on the day hereinafter appearing.

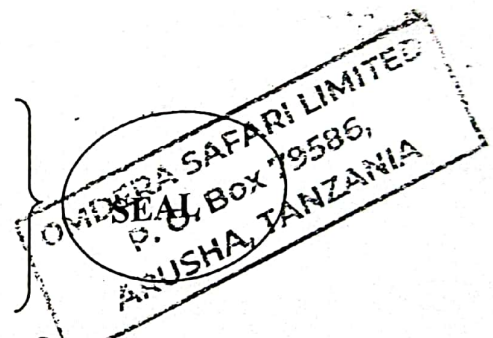
SEALED with the COMMON SEAL of the said  
BOARD OF TRUSTEES OF  
THE PUBLIC SERVICE SOCIAL SECURITY FUND  
in our presence this 22<sup>nd</sup> day March 2024



Signature: [Signature]  
Name: MBARUKU MAGAWA  
Qualification: DIRECTOR GENERAL  
Postal Address: P.O Box 1501, DODOMA

Signature: [Signature]  
Name: ELIAD MNDUME  
Designation: DIRECTOR OF LEGAL SERVICES  
Postal Address: P.O Box 1501, DODOMA

SEALED with the COMMON SEAL of  
OMDERA SAFARI LIMITED  
this Day of ..... 2024 in the presence of



Signature: [Signature]  
Name: OMAR AHMED ELAKKAD  
Qualification/Designation: Director  
Postal Address: 79586, D.Sm

Signature: [Signature]  
Name: BAOUF AHMED BAKRY  
Qualification/Designation: Director  
Postal Address: 79586, D.Sm