

# LEASE AGREEMENT

Dated the 23<sup>rd</sup> day of JANUARY 2024

BETWEEN

JUMA SALEH MAKARANI

(the "Landlord")

AND

WABISABI LIMITED

( the "Tenant" )

Drawn by:

Finest Attorneys (Advocates)

2<sup>nd</sup> Floor, Nic Life House Building, Wing "B"

Sokoine Drive/Ohio Street

P.O Box 31833, Dar es Salaam,

Email: [info@finestattorneys.co.tz](mailto:info@finestattorneys.co.tz)

THIS AGREEMENT is made at Dar es Salaam this <sup>23<sup>rd</sup></sup> day of January 2024.

**BETWEEN**

**JUMA SALEH MAKARANI**, a natural person living for gain in Dar es Salaam of Postal Office Box No 34846, Dar es Salaam (herein after referred to as "**the Landlord**") of the ONE PART

**AND**

**WABISABI LIMITED**, a limited company registered in Tanzania with Incorporation number 167970192 of Postal Office Box No. 76100, Dar es Salaam (herein after referred to as "**the Tenant**") of the OTHER PART

**WHEREAS:**

- (a) The Landlord owns premises situated on **PLOT NO: 1 BLOCK "B" KANGA, MAFIA DISTRICT COUNCIL, COAST REGION**. (hereinafter referred to as "the demised premises")
- (b) The Tenant has requested the Landlord to allow it to use the Demised Premises on lease for the period of one year (1) and at the rent and on the terms and conditions hereinafter recorded.

**AND WHEREAS** the Landlord has agreed to grant the tenant a lease in respect of the premises and the tenant has agreed to take the said lease subject to terms and conditions laid down in this agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

1. In consideration of the rent hereby reserved and the tenant's and landlord's covenants hereinafter mentioned, the Landlord hereby demises unto the Tenant the demised premises, to hold the same (and its successors and/or assignees) for a period of One year (1) renewable with effect from the **23<sup>th</sup> of January, 2024** at a monthly rent of Tanzanian Shillings two hundred thousand only (Tshs 200,000/=) per month, **while for one year will be Tanzanian Shillings Two Million Four hundred thousand only (Tshs 2,400,000/=)** the said rent being payable in advance inclusive of all taxes (withholding tax & stamp duty).



2. **THE TENANT HEREBY COVENANTS** with the Landlord:-

- (a) To pay during the said term the said reserved rent on the days and in the manner aforesaid;
- (b) To use the demised premises only for accommodation campsite and hospitality purpose.
- (c) To pay for all charges in respect of water bills, electricity, telephone, garbage disposal, etc., (including meter rents, if any) in connection with the demised premises during the said term;
- (d) To keep the demised premises and appurtenances thereof including the doors, windows, fixtures, fittings, fastenings, wires, waste drains, water drains or other pipes, sanitary and water apparatus therein in tidy and good condition;
- (e) To allow the Landlord and/or their agents at all reasonable times to enter upon the property to inspect the demised premises;
- (f) Save with the consent of the Landlord, not to assign sublet or part with possession of the demised premises or any part thereof;
- (g) Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- (h) To comply with all the Municipal and Health, by laws or regulations relating to the demised premises;
- (i) 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 herein contained, fair wear and tear expected.

2. **AND THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:

- (a) To settle all the outstanding water, electricity and telephone bills if any before the commencement of the tenancy.

- (b) Not to enforce rent until the tenant has taken occupation of the premises;
- (c) Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other persons rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- (d) To pay and discharge all rates, taxes, assessments, impositions, duties, withholding taxes, charges and any other levies imposed by the Government, City Council or other authority in relation to the demised premises;

3. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:

- (a) The rent shall not be reviewed within the term of the lease, but may be increased or reduced on the expiry of the lease and upon entering into a new lease or extending the term of the present lease;
- (b) The landlord may terminate the lease upon giving the tenant One Months Notice signifying such intention;
- (c) Should the Tenant desire to vacate, the demised premises during the continuance of the lease the Tenant shall give to the Landlord a Two (2) months' written notice signifying such intention;
- (d) If the Tenant shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted at the rent and on the terms and conditions herein mentioned or hereafter to be agreed and shall not less than Two months before expiration of the term hereby granted shall give the Landlord notice expressing such desire and if he shall have reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of such years or month and at a rent to be mutually determined by the parties hereto.

9.1 Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by

virtue of this lease or otherwise or as to any other matter touching on the lease shall be resolved and governed in accordance with the Laws of Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

SIGNED and DELIVERED at Dar es Salaam by the said JUMA SALEH MAKARANI who is known to me personally/identified to me by OTAVIA DILETTA the later being known to me this 23<sup>rd</sup> day of JAN 2024.

  
.....  
LANDLORD

Before Me:-

SIGNATURE: .....

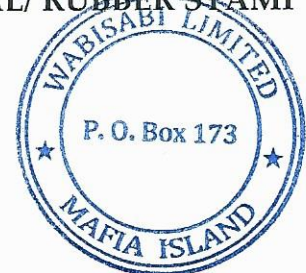


NAME: MOSES LEON KIMARO.

QUALIFICATION: ADVOCATE/NOTARY PUBLIC

SEALED by the COMMON SEAL by the said WABISABI LIMITED and delivered at Dar es Salaam in our presence This.....23<sup>rd</sup> Day of.....January 2024

.....  
SEAL/ RUBBER STAMP



SIGNATURE: .....



NAME : OTTAVIA DILETTA MAGENES

QUALIFICATION: DIRECTOR

Before Me

SIGNATURE: .....

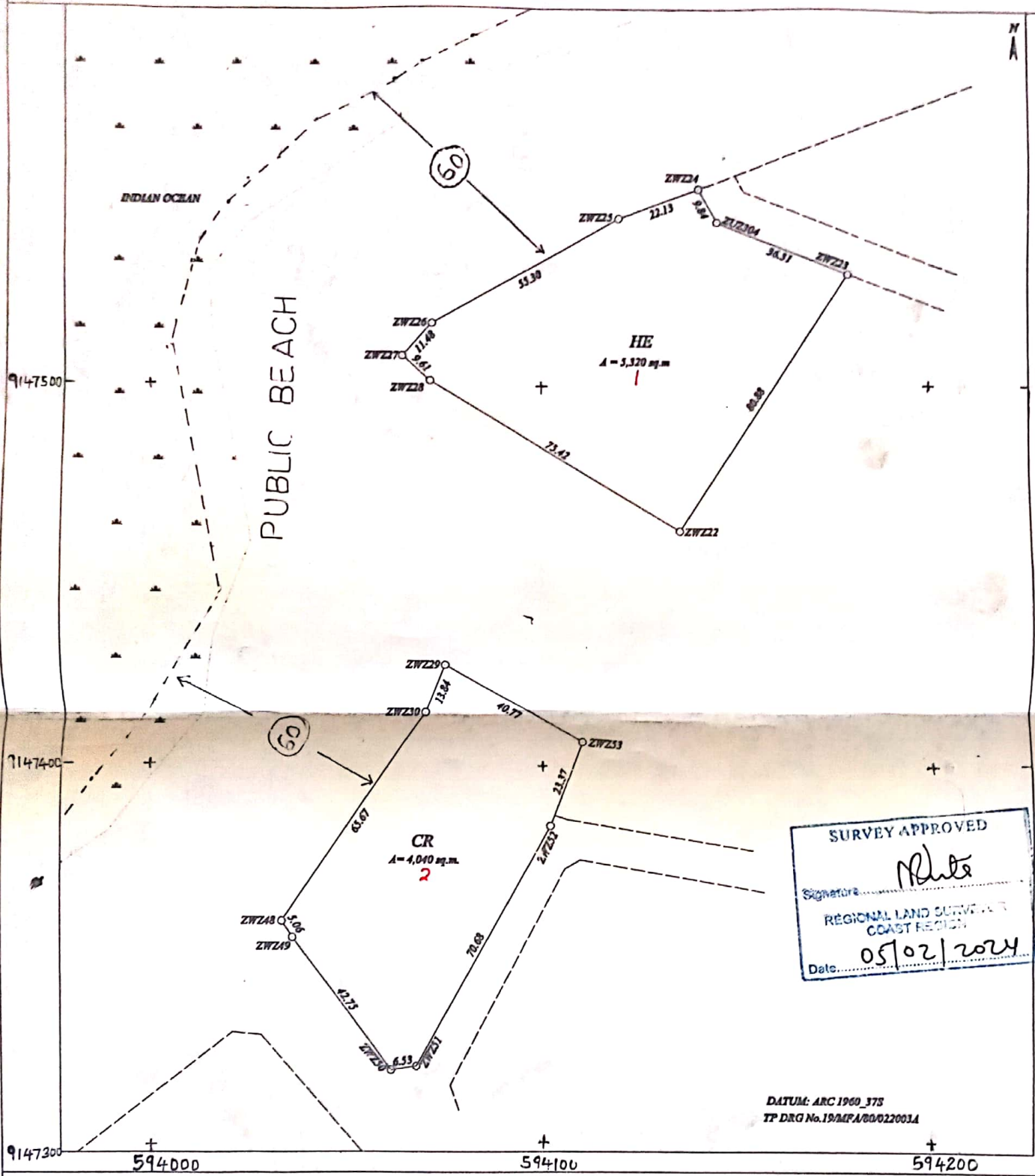


NAME: MOSES LEON KIMARO

QUALIFICATION: ADVOCATE/NOTARY PUBLIC



SURVEY OF PLOTS No. 1-2 BLOCK "B" AT KANGA  
MAFIA DISTRICT COUNCIL COAST REGION



SURVEY APPROVED  
Signature: *Mute*  
REGIONAL LAND SURVEYOR  
COAST REGION  
Date: 05/02/2024

DATUM: ARC 1960\_375  
TP DRG No. 19/MA/80/022003A

<p>RECORDS OFFICE REFERENCE</p>	<p>AMMENDMENTS MADE BY:</p>	<p>Plan drawn by: MSAWANGA, Ifthaha I hereby certify that the survey represented by this plan was carried out in accordance with the Survey Regulations.</p>
<p>CMP No. <u>E<sup>B</sup> 77 B</u> MP No. <u>223/11/2</u> STD SHEET No. <u>223/11</u> ACTION BY C.C. _____</p>	<p><u>Mashaka N. (Plots no) 3-2-2024</u> 1. _____ 2. _____ 3. _____ PHOTOSTAT COPIES SENT TO: 1. _____ 2. _____ 3. _____</p>	<p><i>Francis Mwakupaja</i> Francis Mwakupaja Licensed Land Surveyor GeoLink International Ltd Date: <u>17/01/2024</u></p>
<p>PLAN No <u>E<sup>B</sup> 77/17</u></p>		<p>REGISTERED PLAN No <u>189995</u></p>