

**THE REGISTRATION OF DOCUMENTS ACT
(CHAPTER 117)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Arusha on this 1st day of October, 2018

between

MRS. FATUMA RAMADHANI MARO, Natural person, an adult, Tanzanian, of p.a. Box 14765, ARUSHA (hereinafter referred to as "the LESSOR". which expression shall, where the context so admits, include her assignees, executors' and other successors in title) of the one part.

and

M/S. TRAVEL PARTNER, a Limited liability company engaged in Touring business of Masaski Chole Road, Plot No.38, Next to Office Furniture Zone, Postal Office Box 24449, Dar es Salaam, (hereinafter referred to as "the LESSEE" which expression shall, where the context so admits, include his assignees, executors' and other successors in title) of the other part;

WHEREAS

- (i) The Lessor is the beneficial owner of all the property comprised in Plot Number 6 held under Certificate of Title Number 15091 situate at Corridor Area within Arusha Municipality, being a four bed-roomed. house with an adjoining servant quarter. (hereinafter referred to as lithe Demised Premises").
- (ii) The Lessee has inspected the demised premises and is desirous leasing the premises from the Lessor.
- (iii) The Lessor is ready and willing to lease the said premises to the Lessee; which will be semi furnished house to include a Leather Sofa Set, Dining Table with Four Chairs, a cooker and a Fridge.
- (iv) The Lessor hereby leases the demised premises to the Lessee upon the. terms and conditions as stipulated hereunder

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1.0 CONSIDERATION/ RENT PAYABLE:

- 1.1 That for a monthly rent of United States Dollars seven hundred Thirty Five only (USD 735.00) for two years term or Twenty-Four (24) moths commencing on the 1st of October, 2018 (withholding tax included).
- 1.2 The rent shall be paid Quarterly due on the 1st day of the following quarter.
- 1.3 The leased premises shall be used for office accommodation and residence as well.

2.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows: -

- 2.1 To pay the rent for the premises in the manner and amount as stipulated in the provisions of clause 1 above.
- 2.2 To maintain the properties in proper and tenable condition save for natural wear and tear the occurrence of which 'the Lessee shall immediately bring to the attention of the Lessor.
- 2.3 To maintain the garden and the immediate external surroundings of the premises and ensure that the grass, flowers, lawn, fruit trees are well kept.
- 2.4 To pay all utilities bills accruing from the Lessee's occupation of the premises, being water and electricity.
- 2.5 Not to deliberately nor negligently destroy, deface, damage or remove any part of the premises or its fixtures, and mechanical systems or deliberately or negligently permit any person to do so. Where there is damage to the said property, which is as a direct result of conduct by the Lessee and his visitors or servants not reasonably expected as normal wear and tear, Lessee shall. repair such damage at his own expenses. Upon Lessee's failure to make such repairs, after reasonable written notice by, the Lessor, The Lessor may cause such repairs to be made and Lessee shall be liable for the expenses incurred by the Lessor.
- 2.6 Not to keep or permit to be kept on the said premises any materials of dangerous or explosive nature, or any wild life or. animals the keeping of which may contravene any statutes or local regulations or bylaws or to carry on or do anything that may constitute a nuisance of public or private nature or be a cause of disturbance or annoyance, or danger to neighbours, or public.
- 2.7 Not to make any alterations or additions to the said premises or to any part thereof without the prior written consent of the Lessor.
- 2.8 To repaint the premises in accordance with the reasonable and agreeable standards upon the cessation of termination of this agreement or during the subsistence of this contract if the Lessee for any reason thinks appropriate to do so.
- 2.9 To permit the Lessor or his agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the said premises and in the event of any repairs being necessary to carry out the same within one month of receiving a written notification by the Lessee.
- 2.10 To use, the premises for use and occupation as office premises and not to assign, sublet} or part with possession of any part of the said premises to a third party without the previous written consent of the Lessor. For purposes of clarity, any partners working with the Lessee on any of its

official programs and occupying part of the premises in a joint project or program with Lessee shall not constitute a third party.

- 2.11 To yield up peaceably the said premises to the Lessor or its agent or nominee at the expiration of the fixed term aforesaid in good' and tenantable repair and condition in accordance with the covenants herein contained.

3.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- 3.1 To undertake maintenance' and repair of the premises as may be required in writing by the Lessee.
- 3.2 To pay all existing and future land and municipal rates and taxes as required by law.
- 3.3 To clear any outstanding utility bills for the premises before the Lessee occupies the premises.
- 3.4 To insure and keep insured at the Lessor's discretion, the said premises against loss or damage by fire or such other risk as-are commonly insured in Tanzania

4.0 RENEWAL

- 4.1 Any party to this agreement desirous' of renewing the agreement after its expiration shall communicate its intention to do so in writing to the other party three months before the expiration of the agreement.
- 4.2 The parties shall then be at liberty to negotiate new terms and conditions on the renewal of the agreement which shall then be ' reduced into new agreement signed by both parties.

5.0 AMENDMENT

- 5.1 Any of the clauses of this agreement, save for the provisions of clause 6.0 below may be amended by mutual consent of both parties.
- 5.2 Any such amendment shall be reduced into writing and signed by both parties before it becomes effective.

6.0 DISPUTE RESOLUTION

- 6.1 Any question, disagreement or difference of opinion relating to the interpretation, application or implementation of this agreement that cannot be resolved by agreement between the parties shall be referred to arbitration in accordance with Arbitration Laws of the Republic of Tanzania in force on the date of execution of this agreement.

6.2 For purposes of clarity, the place of any such Arbitration shall be in Arusha, Tanzania.

7.0 FORCE MAJEURE

7.1 None of the parties to this agreement shall be held accountable on their obligations hereunder if the execution or continued execution thereof has been rendered impossible or impractical by intervening developments or factors beyond either's orchestration, control or contemplation at the time of execution of this agreement.

7.2 Such factors shall include but not be limited to riots, wars and. Acts of God.

8.0 TERMINATION OF AGREEMENT

8.1 Any party to this agreement may terminate it by giving three (3) months written prior notice of their intention to do so to the other party.

8.2 Any such termination shall be without prejudice to any legal rights and liabilities that may have accrued to either party under this agreement as at the time of termination of the agreement.

9.0 PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid within thirty days after the same shall have become due (whether formally or legally demanded or not) the Lessor shall be entitled to re-enter and take possession of the premises without prejudice to any antecedent or other claims that either party shall have against the other.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEAL the day and year first above written.

SIGNED at Arusha by the said]
FATUMA RAMADHANI MARO]
in our presence on this 1st day]
of October, 2018.]

..... fmm

Witness

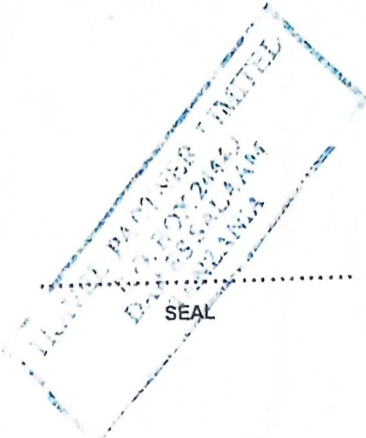
Name: Deogratias F. Urasa

Signature: [Handwritten Signature]

Address: P.O. Box 14705, Arusha



SEALED with the COMMON SEAL]
of M/S. TRAVEL PARTNER]
the Lessee in our presence this]
.....day of October, 2018.]



Witness:

Name: Erick Mashauri
Signature: *[Handwritten Signature]*
Address: Box 24449 DSM
Occupation: Director

Name: HAPPYNESS MASHAURI
Signature: *[Handwritten Signature]*
Address: Box 24449 DSM
Occupation: Director

Drawn by:

Deogratias Urassa - Advocate
Maro and Company, Advocates
Plot No.80, Jandu Road
Corridor Area *[Handwritten Signature]*
P.O. Box 14765
Arusha