

DATED THIS.....*01*..... DAY OF*04*..... 2023

LEASE AGREEMENT

BETWEEN

CO-ARCHITECTURE

AND

BIGGER GLOBAL SERVICES LIMITED

LE A S E

THIS LEASE made this 17th day of APRIL 2023

BETWEEN

CO-ARCHITECTURE LIMITED a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212) of Post Office Box 4668, Dar es Salaam (hereinafter called "**the Landlord**" which expression shall where the context so admits, include its successors and assigns) of the one part and **BIGGER GLOBAL SERVICES LIMITED** a limited liability Company incorporated in Tanzania under the Companies Ordinance (Cap 212) of Post Office Box 10798 Dar es Salaam (hereinafter called "**the Tenant**" which expression shall where the context so admits include its successors and assigns) of the other part.

WITNESSETH as follows:

1. In consideration of rent and Tenant covenants hereinafter contained the Landlord **HEREBY LEASE** to the Tenant 36m² of office space on the 1st Floor of the Landlords' building erected on **PLOT NO. 33 Block 77, Somali Street, DAR ES SALAAM**. (Hereinafter called "the demised premises") for the term, rent, and conditions hereinafter set forth.
2. This lease shall be for a term of **TWO YEARS commencing on the 1st day of APRIL, 2023** with the option on the part of the Tenant to renew the same by giving one month's written notice to the Landlord of the intention so to renew before the expiry of this lease. The Land Lord reserves the right to accept or refuse the request for the renewal of the lease.
3. The rent in respect of this lease shall be **T.SHS. 2,880,000 (Two eight hundred eighty Thousand Only)** per year payable yearly in advance.
4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-
 - (a) To pay during the said term the reserved rent punctually as herein provided and pay interest on any outstanding rent at current Bank overdraft rates at the time of making payments.
 - (b) To be responsible for security of their own Offices
 - (c) At all times to keep the interior of the demised premises and every part thereof in tenantable repair and clean condition throughout the term hereby granted and without prejudice to the generality of the foregoing covenant to clean regularly all windows (both inside and outside) in the demised premises.
 - (d) To be responsible for and to indemnify the Landlord against all damages occasioned to the demised premises or any part thereof or to any act, default or negligence of the Tenant or the Servants, Agents, or invitees of the Tenant.
 - (e) Not to use, or permit the demised premises to be used for any purpose other than that of exclusively office and matters incidental thereto.
 - (f) Not to do or permit or suffer to be done in or upon the demised premises anything which may be or become a nuisance, annoyance, or cause damage or inconvenience to the Landlord or the general public, neighboring users and occupiers or whereby any insurance for the time being in force may be rendered void or voidable or whereby the rate of premium may be increased.
 - (g) To permit the Landlord and/or his agents, upon service of a twenty four hours written notice to enter upon the demised premises in order to determine the necessary repairs to be done by the Tenant or the Landlord as the case may be.
 - (h) Not to carry on any offensive or illegal trade on the demised premises.
 - (i) Not to make any structural alternations in the said premises without first obtaining the Landlord's written permission.

- (j) The tenant shall not remove or part with any fittings, partitions or fixtures on surrendering the premises.
- (k) Not to pass or underlet or part with possession of the demised premises or any part thereof without the written consent of the Landlord **PROVIDED THAT** such consent when sought shall not be unreasonably withheld and **PROVIDED FURTHER THAT** the use and occupation of the demised premises by employees and agents of the Tenant for the purposes of carrying on the Tenants business shall not be deemed to constitute under letting, assigning of, or parting with the demised premises.
- (l) To yield up the demised premises with the fixtures and fittings thereto at the expiration or sooner determination of the said term in good condition.
- (m) To observe and conform to all reasonable regulations and restrictions made by the Landlord for the proper management of the demises premises and/or the building and notified in writing by the Landlord to the Tenant from time to time.

5. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-**

- (a) That the Tenant paying the rent hereby reserved and observing and performing the several covenant and stipulations herein contained shall peacefully hold and enjoy the demised premises during the said term without any interruption by the Landlord or his Agents and in addition shall have the right in common with the other tenants sharing the building having a similar right of using the entrances, lift, landings and passage ways etc. in the said building.

6. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED**

- (a) That if and whenever during the said term any said rent hereby reserved or made payable or any part thereof shall be in arrears and unpaid for thirty (30) days next after becoming payable (whether formally demanded or not) or if and whenever these shall be any breach or non-observance of any of the covenants and conditions conferred or implied in this lease and on the part of the Tenant to be observed or if the Tenant shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) then and in any of the said cases it shall be lawful for the Landlord to repossess the demised premises and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which shall have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants herein contained.
- (b) That this Lease may be terminated by either party upon one calendar month written action. Upon expiry of such notice the tenant shall immediately surrender the premises whether or not he intends to evoke legal proceedings. The Landlord reserve the right to enter upon the premises by force or otherwise should the Tenant wish not to co-operate. Similarly the Tenant may quit immediately on expiry of the notice whether or not the Landlord is prepared for it.
- (c) Any dispute arising in connection with the present lease unless it is settled by direct negotiations, shall be referred to arbitration in accordance with rules then obtaining of the Tanzania court of law. The parties here to agree to be bound by any adjudication of any dispute.

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

SIGNED and DELIVERED by]
ALOYSE P. MUSHI who is known]
to me personally for and on]
behalf of CO-ARCHITECTURE]
LIMITED in my presence this]
..... day of 2013]

Mushi

Landlord

Name *Venance A. Munishi*]
Signature]
Postal Address]
.....]
Qualification]

SIGNED and DELIVERED by]
OMARY SALUM who is known]
to me personally for and on behalf of]
BIGGER GLOBAL SERVICES LIMITED]
my presence this]
day of *01/04* 2023]

[Signature]

Tenant

Name *Omary Salum*]
Signature]
Postal Address *10718*]
Dar-es-Salaam]
Qualification *Gm.*]

BEFORE ME
MWAJUMA Choggy
[Signature]
72013 DAR-ES-SALAAM
ADVOCATE

