

LEASE AGREEMENT

THIS AGREEMENT is made in Dar es Salaam this 01st day of November 2024

Between

ADMINISTRATORS OF ESTATE OF ISAAC BHOKE MUNANKA; who is natural person of P.O.Box 5120, Dar es Salaam (hereinafter called "the Lessor" which expression and when the context so admits include his legal representatives, agents and successors in title) of one part

And

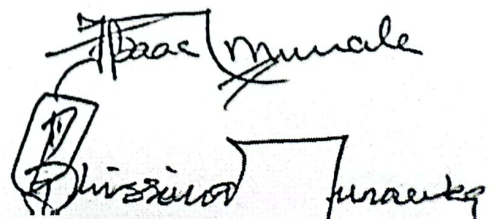
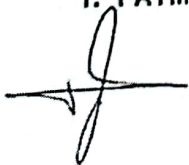
ARCHIPLUS DESIGN AND CONTRACTING COMPANY LIMITED of P.O.Box 19043 Dar es Salaam (hereinafter called "the Lessee" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title) of the other part.

WHEREAS:

- a) The Lessor is absolutely seized and possessed or otherwise well and sufficiently entitled to the property known as Plot 981 n 982, of 4280 square meter located at Ally Sykes Road, Mbezi Beach, Kinondoni Municipal within Dar es Salaam City, hereinafter referred to as "the demised premises".
- b) The Lessor has agreed to grant the Lessee in respect of the said premise for a period of four years (4 years) commencing on 01st November 2024 to 01st November 2028.
- c) The Lessee has agreed and hereby undertakes to rent the said demised premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. PAYMENT OF RENT



1.1. The rent payable under this Lease, shall be at the rate of United States Dollar Two Thousands only (USD 2000.00) only per month payable for Six Months as first stage then every three months after wards and in advance.

1.2. The Lessee will pay rent in form of cash against a signed payment voucher, or bank transfer or cheque.

2. RENEWAL OR TERMINATION OF THE TERM

2.1. The term of the TENANCY herein may be renewed for a further term and rentals to be agreed by the parties.

2.2. The Lessor or the Lessee shall be at liberty to terminate this agreement before its expiration by giving the other party a Three months (months) notice of the desire to do so.

3. LESSOR'S WARRANTIES AND REPRESENTATIONS

3.1. The Lessor warrants and represent to the Lessee that he is the administrator of the estate of the late Issac Muller Bhoke Munanka, inclusive of the premises herein herein demised and that he is legally capable and duly authorised to enter into this Lease and perform all the obligations set out herein. The Lessor further warrants and assures the lessee that the lessee shall enjoy peaceful possession of the premise without any interference from the Lessor or any person claiming for, under, or, in trust for him and that they shall keep the Lessee free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.

3.2. The Lessee shall have exclusive rights to occupy the demised premises.

4. THE LESSEE HEREBY CONVENTS WITH THE LESSOR AS FOLLOWS:-

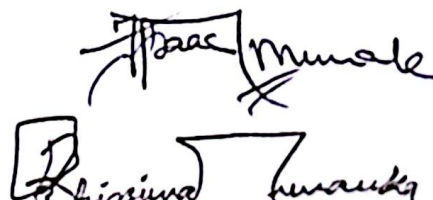
4.1. to pay all services charge including security, electricity, water bills during the said rental period.

4.2. to maintain the premises.

4.3. not to keep on the premises any materials of dangerous or explosive nature or which may contravene any statutes or local regulations or bylaws or which cause nuisance to public or neighbour or dangerous to neighbours or public.

5. THE LESSOR HEREBY CONVENATS WITH THE LESSEE AS FOLLOWS;

5.1. To keep the main premises in habitable situation.



5.2. Subject to the Lessee performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the lessee's peaceful enjoyment of the demised premise throughout the said term

5.3. For the purpose of maintaining the premise, the Lessor reserves the right to enter the premise to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the lessee (which consent shall not be unreasonably withheld) and, at lessee's discretion.

5.4. To pay taxes, stamp duty and withholding taxes.

6. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS: -

6.1. Lessee shall not use the property or any part thereof for any illegal or immoral purpose;

6.2. The Lessor shall not interfere or allow other person rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessee's peaceful enjoyment of the demised property throughout the said term;

6.3. This Lease shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

6.4. The Lessor guarantees in case of sale of the property to pass the rights of lessees to any new landlord

6.5. This lease shall be executed in duplicate; the lease and the second by the lessor shall retain one.

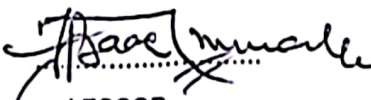
IN WITNESS WHERE OF the parties have hereunto set their hands the day and year first above written

SIGNED and DELIVERED on behalf of the said Administration of estate of Isaac Bhoke Munanka

Who is introduced to me by

Then latter being known to me personally

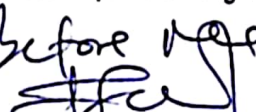
This day of November, 2024


LESSOR

Declaration: the below individuals signing on behalf

of the lessor is duly authorized person to sign on behalf



Before me

Moses Gumbah


Moses Gumbah
P.O. Box 10013 Dar es Salaam
Advocate, Notary Public &
Commissioner for Oaths

and represent accordingly without any doubt
Representing the Lessor

Patric Gibore Bhoke Munanka

Benjamin Gissima Bhoke Munanka

Patric Gibore Bhoke Munanka
Benjamin Gissima Bhoke Munanka

SIGNED and DELIVERED by the said
MAHDI AWADA - Director of Archi Plus
who is Introduced to me the
latter being known to me personally
thisday of November 2024

[Signature]
.....
LESSOR

ARCHIPLUS DESIGN AND CONTRACTING
COMPANY LIMITED
P. O. Box 19043
DAR ES SALAAM, TANZANIA

Declaration: the person signing on behalf of the
lessee is duly authorized person to sign on behalf
and represent accordingly without any doubt

SIGNATURE :..... *S.M. Peter*

NAME :..... *SUSAN PETER MUWANSELE*

QUALIFICATION :..... *Notary Public*

