

AGREEMENT FOR THE LEASE OF PREMISES

BETWEEN

ARM GROUP(T)LIMITED ("Landlord")

AND

NDEGE TAUSI AFRICA LIMITED ("Tenant")

Drawn and drafted by;

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Ilala, Dar es Salaam.

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AGREEMENT FOR THE LEASE OF PREMISES

THIS AGREEMENT FOR THE LEASE OF APARTMENTS IS MADE THIS 10th DAY OF
MARCH 2025

BETWEEN

ARM GROUP(T)LIMITED, a company duly registered under the laws of Tanzania, of P.O. Box 1814, Dar es Salaam, (hereunder to be referred as the Landlord), of the first part.

AND

NDEGE TAUSI AFRICA LIMITED located at Butiama Street-Mikocheni, Block No.906/908, (hereunder referred to as the Tenant) of the second part.

WHEREAS the Landlord being the owner of the business apartments located on **PLOT NO. P29004 at MALIMBIKA-SOMANGILA-KIGAMBONI DISTRICT DAR ES SALAAM REGION**, hereunder referred to as the premises

AND WHEREAS the Landlord is desirous of leasing to the Tenant the said premises, and the Tenant is desirous of taking the lease, under the terms and conditions herein stipulated,

NOW THIS AGREEMENT PROVIDES AS FOLLOWS;

1. **THE PREMISES.**

The Landlord hereby leases to the Tenant and the Tenant accepts the lease of the business apartments located at Plot No. P29004 Malimbika-Sumangala-Kigamboni District, within Dar es Salaam Region.

2. **TERM.**

The term of this Lease shall start on **10th March 2025**, and end on **9th May 2030**, where the Landlord shall make available the apartments under this agreement from the above stated date, and the Tenant's obligation to pay rent shall be due within 3 days from the date of commencement of this agreement.

3. **RENT.**

- 3.1. The rental price of the premises shall be Tsh 2,000,000/= per month. The mode of payment may be in lumpsum or at such intervals as stipulated below.
- 3.2. The Tenant agrees to pay to the Landlord the rental price of the first month, without demand, immediately upon the time that the rent become due.
- 3.3. The rental price of the preceding month shall be paid in advance on the first day of the calendar month, unless the same was paid together with the first month's rent in lumpsum.
- 3.4. The rent shall be paid by the Tenant via depositing in **NMB Bank Account No. 41610037009 – ARM GROUP(T)LIMITED**, or at such other place as Landlord may designate.



4. SECURITY DEPOSIT.

- 4.1. Upon execution of this Lease, the Tenant shall deposit with Landlord **Security Deposit Amount equivalent to one month rent**, as security for the performance by Tenant of the terms of this Lease. The security deposit will be returned to the Tenant **Without Interest**, within one week following the full and faithful performance by the Tenant of this Lease. In the event of any damage to the House caused by Tenant or Tenant's family, agents or visitors, the Landlord may use funds from the security deposit to repair.
- 4.2. The security deposit shall not operate as a waiver of other legal and contractual remedies of the Landlord against the Tenant for any damage caused by the tenant or his agents to the premises.
- 4.3. Without prejudice to Clause 4.2, The Landlord agrees that the security deposit shall not be used for cost of repairs for ordinary wear and tear that are a result of normal and natural use of the premises, or from acts of God.

5. QUIET ENJOYMENT.

The Landlord agrees that, provided the Tenant timely pays the rent and performs the other obligations in this Lease owed by the Tenant, the Landlord will not interfere with Tenant's peaceful use and enjoyment of the House.



6. **USE OF PREMISES.**

- 6.1. The Premises shall be used and occupied by the Tenant exclusively as a private residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence.
- 6.2. The Tenant shall comply with all the health and sanitary Laws, Ordinances, Rules, and Orders of appropriate governmental authorities and homes associations, if any, with respect to the House.

7. **NUMBER OF OCCUPANTS.**

Tenant agrees that the Premises shall be occupied by a reasonable number of occupants as reasonable and as the law of Tanzania.

8. **CONDITION OF PREMISES.**

- 8.1. The Parties agrees that the Tenant has examined the Premises, including the grounds and all buildings and all improvements made on the land, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.
- 8.2. The Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant,



attached hereto reflects the condition of the Premises/House at the commencement of Tenant's occupancy.

9. ASSIGNMENT AND SUBLETTING.

9.1. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent.

9.2. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and the Landlord shall have the right to terminate this Lease upon such subletting, concession or grant of license.

10. ALTERATIONS AND IMPROVEMENTS.

10.1. the Tenant shall not make any alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.

10.2. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the House and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

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11. **DAMAGE TO PREMISES.**

If the Premises, or any part of the Premise, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. **DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the Premise any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

13. **UTILITIES.**

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except for the wi-fi internet which shall be payable by the Landlord. Tenant shall not default on any obligation to a utility provider for utility services at the Premises.

14. **MAINTENANCE AND REPAIR.**

14.1. The Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term

of this Lease. In particular, Tenant shall keep the fixtures in the Premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. However, the Tenants shall not be responsible for repairs due to ordinary wear and tear or acts of God.

14.2. The Tenant agrees that no signs shall be placed or painting done on or about any part of the Premises by Tenant without the prior written consent of the Landlord.

14.3. The Tenant agrees to promptly notify the Landlord in the event of any damage, defect or destruction of any part of the Premise, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection 14.1. above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

14.4. under this agreement, ordinary wear and tear refers to natural and gradual deterioration of any fixture, or any part of the premises overtime which is

attributable to normal and natural use of the premises as opposed to negligence or misuse of the tenants, his agents, or visitors.

15. **ANIMALS.**

The Tenant shall keep no domestic or other animals in or about the Premises without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION.**

The Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. **DISPLAY OF SIGNS.**

During the last thirty (30) days of this Lease, the Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the House to prospective purchasers or tenants.

18. **HOLDOVER BY TENANT.**

Should the Tenant remain in possession of the House with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable in thirty (30) days' notice by either party or longer notice if

required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double the rent, pro-rated per each day of the holdover, lasting until Tenant leaves the House.

19. **SURRENDER OF PREMISES.**

At the expiration of the Lease, the Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damage are excepted.

20. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.**

It is understood and agreed that the Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If the Tenant fails to comply, such security deposit shall be forfeited and the Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that the Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should the Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days' notice from the Landlord. In addition to forfeiture of

the Security Deposit, the Landlord may pursue any other remedy available at law, equity or otherwise.

21. **ABANDONMENT.**

If at any time during the term of this Lease, the Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, the Landlord shall have the following rights:

21.1. Landlord may, at Landlord's option, enter the House by any means without liability to Tenant for damages and may relet the House, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting;

21.2. At the Landlord's option, the Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of such reletting.

21.3. The Landlord may also dispose of any of the Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant.

21.4. The Landlord is entitled to presume that the Tenant has abandoned the House if:

a). The Tenant removes substantially all of Tenant's furnishings from the premises, or

b). If the Landlord has undertaken reasonable efforts to contact the tenants and is unsuccessful, and in all other circumstance, it is reasonable for the Landlord to presume under the circumstances that the Tenant has abandoned the House.

c). save that, the contents under paragraph (b) above shall not apply, once the Tenant has informed the Landlord of his / her absence; be it for any reason, and the premises is kept in Good Condition per this agreement's requirement and rental fees are paid.

22. SECURITY.

The Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Premise or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect the Tenant from all harm. The Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. **SEVERABILITY.**

The Parties agree that If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. **INSURANCE.**

The Tenant acknowledges that the Landlord will not provide insurance coverage for Tenant's property, nor shall the Landlord be responsible for any loss of the Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. **BINDING EFFECT.**

The Parties agree that the covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. **GOVERNING LAW.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

27. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is

hereby superseded. This Lease may be modified only by a writing signed by both the Landlord and the Tenant.

28. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; delivered via electronic means, or hand delivered physically, if to the Tenant, at the Premise and if to the Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and in the manner set out hereunder.

SEALED with the Common Seal of **ARM GROUP LTD**

And **delivered** at Dar es Salaam

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This, Day of March 2025

Company Seal

WITNESSED BY:

Name:

Qualifications: Director/ Company Secretary

Signature

Date

Vb

Witness 2.

Name:

Qualifications: Director/ Company Secretary

Signature

Date

SEALED with the Common Seal of **Ndege Tausi Africa Limited** and **delivered** at Dar es Salaam


This 14 Mar 2025 day of March 2025



WITNESSED BY:

Name **VERÓNICA BOQUETE**

Qualification: Director/Company Secretary

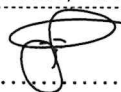
Signature: 

Date: 14/03/2025

Witness 2

Name: Victoire Kwin Epee Epse Maksimov

Qualifications: Director/ Company Secretary

Signature 

Date 14 Mar 2025

