

LEASE AGREEMENT

BY AND BETWEEN

**MR. FELIX K. TEMU
P.O. BOX 23293
DAR ES SALAAM**

AND

**EZEETEC LIMITED
P.O.BOX 1970
DAR ES SALAAM**

DRAWN BY:

Noesis Attorneys
Upanga Area
Undali Street House No 11
Dar es Salaam

LEASE AGREEMENT

This agreement is made at Dar es Salaam this day of 2022.

BY AND BETWEEN

MR. FELIX K. TEMU, of P.O. BOX **23293** DAR ES SALAAM (Here after refers to as "**THE LESSOR**") which expression, unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrators, assigns and successor in title) of **ONE PART**

AND

EZEETEC LIMITED, of P.O.BOX **1970**, DAR ES SALAAM (herein after refers to as "**THE LESSEE**"), which expression, unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrators, assigns and successor in title) of the **OTHER PART**.

WHEREAS, THE LESSOR, is a lawful owner of the building in Plots NO. 249 and 382 MIKOCHEMI PHASE II, Kinondoni District, Dar es Salaam Region (herein collectively referred to as "**the property**")

AND whereas, the lessor is desirous of letting **the property** by way of LEASE to the LESSEE and the LESSEE has agreed to occupy the property on the terms hereinafter appearing;

NOW WHEREFORE, THIS DEED WITNESSETH THE FOLLOWING;

1. The lessor shall let and lessee shall take the premises herein for Office and residential purposes for the duration of two (2) years (renewable), commencing on **9th day of November 2022** to **8th November 2024**
2. The lessee shall pay monthly rent of Tshs 3,000,000 (**Three Million Tshs Only**) payable upfront at the commencement of lease. Receipt of Tshs 18,000,000/- whereof the lessor acknowledges upon signing these presents, being the rent for 6 months. That the execution of this deed shall be after the acknowledgement deposit of the said Tshs 18,000,000/- into the lessor account.
3. That the money shall be deposited into the following Bank Account:
ACC NAME: **ALBERT TEMU**

ACC NUMBER: **033207000057 USD ACC**

BANK NAME: **NBC BANK**

4. The next payment shall be paid on the end of six months period from date of signing.

THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS;

1. To pay rent in the manner aforesaid.
2. To pay electricity and water charges in the premises
3. To keep the House and its components including current fittings, and others which may be added in future by the parties in good condition.
4. To permit the lessor or his dully authorized agent at all reasonable times during the said term of agreement with or without workmen or others to enter upon and examine the condition of the House and its fittings and to execute repairs under the landlord covenants herein contained.
5. The Lessee is restricted to carry out any renovation of the House without the consent of the Lessor.
6. The Lessee shall use the House herein for office, storage of plant equipment's, containers, tools and residential purpose only.
7. To keep the premises clean and maintain the playing grounds of the premises
8. Not to do or permit or suffer to be done upon the premises anything which may be nuisance or annoyance to or in any way interference with the quiet and comfort of the neighbors.
9. The following acts shall be prohibited, conduct of any illegal or immoral business,
Using the premises as factory, manufacturing center, and sale of alcohol or other beverages. Contravention of this clause will amount to serious breach which will terminate the lease .
10. Not to sublease, assign her interest or part with possession of the premises or any part thereof without the consent of the lessor, such consent however, not to be unreasonably withheld by the lessor, provided that the occupation of the premise by the director or other officer of the lessee shall not constitute assignment, under letting, subletting or parting with possession of the premises.
11. To service and maintain the lessor's 8 AC'S periodically (every after 3-4months) by qualified technician who shall be agreed with Lessor.

THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS;

1. To permit the Lessee to perform the terms and conditions herein contained and enjoy the use of the premises during the term of the agreement without any interference from or by any person rightfully claiming from or under it.
2. Not to create any encumbrances or change ownership or do any act which might be prejudicial to the continuance of this relationship in the premises during the tenancy period.
3. To pay the land rent and all government Taxes. pertaining to the ownership of the land.

PROVIDED AND IT IS HEREBY AGREED AS FOLLOWS;

1. That the following renovations shall be made in the premises within 1 month from the commencement of this contract;
 - a) Changing of the old ceiling board on the place it needs to be changed, corridor, kitchen, sitting room, toilet and in the stairs to be done by the Lessor
 - b) Cleaning of the terrazzo floor by the lessee
 - c) Painting of the whole building by the lessee
 - d) General cleaning of the compound surrounding the premises.
2. That this lease can be renewed after expiration of the term herein on the terms and conditions to be agreed upon by the parties
3. This lease can be terminated by either party by giving the other party 3 month notice of intention to terminate the lease. Provided that termination on the Lessors part must be on breach of the conditions herein created. Failure to pay rent within one month after the same became due and payable to the lessor shall constitute a breach.
4. In any case there is a change in rent both parties shall be notified and it has to be agreed by both parties herein.
5. Any dispute arising from this agreement shall be settled according to the laws of the United Republic of Tanzania.

THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS;

4. To permit the Lessee to perform the terms and conditions herein contained and enjoy the use of the premises during the term of the agreement without any interference from or by any person rightfully claiming from or under it.
5. Any dispute arising from this agreement shall be referred to the Court and be resolved according to the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties hereto have executed and hereunto set their hands on the day and the year first above written.

SIGNED and DELIVERED by
MR. FELIX K. TEMU who is known
to me personally thisday of
.....2022,



.....
MR. FELIX K. TEMU

Name.....
Signature.....
Address.....
.....
Qualification.....

SEALED with the **COMMONSEAL** of

EZEETEC LIMITED

and **DELIVERED** in our presence this.....
Day of2022



EZEETEC LIMITED
P.O. Box 66614 -

.....

SEAL

Name.....
Signature.....
Address.....
.....
Designation.....

As Witness;

Name.....
Signature.....
Address.....
.....
Designation.....