

## LEASE AGREEMENT

This lease agreement made this 6<sup>th</sup> day of January 2025.

### BETWEEN

**MR MUHAMMAD ALI KHA**, of Dar es Salaam, Tanzania (hereinafter referred to as "lessor" which expression shall include where the context so admit, its successors in title and assignee's),  
**OF THE FIRST PART.**

### AND

**WINTAGE LIMITED** of P.O.BOX 16031 DAR ES SALAAM, a private company registered under The Companies Act, Cap.212 hereinafter referred to as ("the lessee") which expression shall include, where the context so admits, its successors in title and assignee's) **OF THE SECOND PART**

**WHEREAS**, the lessor is the owner of the said property which located, Jamuhuri Street, Kisutu Ilala CBD, Dar es salaam house no. 3A, , hereafter called the "demised premises"

**AND WHEREAS** the lessor needs and require to lease the demised premises together with its improvements constituted therein;

**AND WHEREAS**; the parties are intending to enter into tenancy relationship under lease Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of promises and mutual covenants of parties here to as set forth hereinafter, it is agreed as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this lease unless the context otherwise requires:

- a) **Execution Date** means that date on which this lease is signed by the last party to the lease or otherwise agreed;
- b) **Force majeure** means occurrence beyond the control of either the lessor or the lessee provided that the part invoking the same could not reasonably have foreseen at the time entering into the lease or could not reasonably have avoided or overcome consequences;
- c) **lease** means this lease recorded herein and any authorized amendments(s) thereof and appendices;
- d) **lease period** means the period of time from referred commencement date on which the lessee take possession of the demised premises and the expiry date of the lease when the demised premises is handed back to the lessor and the lessee ceased to pay the lessor for the use the premises.
- e) **Parties** means the lessor and lessee and their successors in title or assignee s and the reference in the singular shall be either of them;
- f) **Tribunal of competence** means the district land and housing tribunal and or the high court of Tanzania, land division established under the land (Disputes settlement) Act, as revised in the year 2002.

1.2. Each provision of the lease shall be interpreted in such manner as to valid under applicable laws, but if any provision be invalidated or prohibited, such provision or part

there of shall be ineffective to the extent such invalidity or prohibition without invalidating the remainder of such provision or the provisions of this lease

1.3. This shall be binding upon and injure to the benefit of each of the parties hereto and their respective successors and assignee's.

## 2. THE LEASE

2.1. Subject to the provisions of this lease, the lessor hereby lets the demised premises to the lessee, and the lessee accepts to take the demised premises subject to and in accordance with the provisions of this lease and the lessor undertakes to abide by the provisions of this lease in the lessor's relationship with the lessee.

2.2. Subject to the provisions of the lease, the demised premises is leased to the purpose of office use

- a) The lessee shall be at liberty to make use of the demised premises for other lawful commercial activities subject to written notification to the lessors; and
- b) Any such commercial activities shall not conflict the interests of the lessor and the lessors may, for good cause, raise objection, in which case, the lessee shall be obliged to satisfy the lessor that no conflict of interest arises in any given commercial activities.

## 3. DURATION

This lease shall commence on the 6<sup>th</sup> day of January, 2025 and shall be valid for the period of three (3) years with a possibility for renewal as from the said execution date.

## 4. CONSIDERATION

1. That the agreed rent for the entire period of tenancy as provided herein above is USD 1,000 per month, where they agreed that the upfront rent shall be 12 months.
2. Further agreed that after expiry of the rental period, if the lessee would prefer to extend his lease to the demised premises, there shall be prior negotiation for rent review before signing of the renewal lease agreement.

## 5. THE LESSEE COVENANTS WITH THE LESSOR

1. To pay the reserved rent on the day and in the manner aforesaid.
2. To keep the lessor's fixtures and fittings therein, in good and tenable repair and condition.
3. To permit the lessor or his agent at all reasonable time to enter and examine the state of repair and amend in a proper manner at defects for which the lessee is liable and for which written notice shall have to be given to the lessee or left on the premises.
4. To not assign or sublease the demised premises or any part thereof without the consent of the lessor.
5. To use or occupy the demised premises for the lawful activities only.
6. Not to make any alterations in or additions to the premises without the lessor's prior written consent, which shall not be unreasonably withheld. Furthermore, the lessee covenants to yield up the demised premises upon determination of the tenancy in good state and substantial repair'
7. To pay bill in respect of electricity used as shall be consumed by the lessee
8. To report to the lessor within reasonable period of any damage to demised premises with full explanation as to the circumstances and/or cause of such damage.

## **6. THE LESSOR COVENANTS WITH THE LESSEE**

1. To pay all present and future rates, taxes and outgoings in respect of the premises, which are on the account of the lessor, except janitorial services, electricity and water.
2. In case of the demised premises being damaged or destroyed not otherwise that by or in consequence of the act or omission of the lessor or any of his servants or agents so as to be unfit for use then so much of the rent hereby reserved and duly paid in advance by the lessee as aforesaid or a fair proportion thereof according to the nature and extent of the damage sustained shall be refunded by the lessor to the lessee for the period until the demised premises shall be rendered fit for habitation and use.
3. That the lessee shall peacefully hold and enjoy the demised premises during the said term or any further term granted in pursuance of the immediately preceding sub-clause hereof without the disturbance by the lessor.
4. Any notice under this lease shall be in writing and any notice to the lessee shall be sufficiently served if delivered to the demised premises and any notice to the lessor shall be sufficiently served to himself, his agents, his assigns, his successors in title or whoever claims title to the demised premises.

## **7. COMMON UNDERSTANDING**

The parties hereto covenants as follows

1. Any notice under this lease shall be of thirty (30) days and in writing and may be served on either party personally or by leaving it at the demised premises or at the party's place of abode, and/or by sending the same by courier services.
2. It is hereby agreed by and between the parties that the lessee undertakes to be held directly responsible and/or compensate the lessor from any action, litigation and private alleged to have been caused by the business of the lessee that may be made to the neighbors, members of the public or authorities during the subsistence of the lease. In case of such acts and omissions, the lessee hereby wholly indemnifies the lessor against any such claim, loss, action or litigation.
3. No liability shall attach in respect of any breach of any positive covenant on the part of the lessor or the lessee herein contained or implied so long as they be prevented from performing the same by statutory restrictions or matters beyond their control.

## **8. AMEUREMENT OF THE LEASE**

1. Either party here to may propose an amendment to any provision, condition or covenant contained on this lease, which contained herein for the benefit in such party proposing the amendment.
2. Provided the such amendment shall be in writing and delivered to the other party and where the other party accepts the amendment, the parties here to shall amend this lease by executing an addendum to this lease containing the mutually agreed amendment.

## **9. DISPUTE RESOLUTION**

1. Any dispute, controversy or Claimed arising out of a relating to this lease breach, invalidity, interpretation of all or any the articles herein contained or any party therefore shall initially be solved by the parties here to in an amicable manner through mutual consultation and or discussion.
2. If the parties fail to resolve their dispute controversy or claim amicably through such mutual consultation within the period of forty five days, either party upon serving to the

other part a 30 day notice in writing may refer the matter to a tribunal and or court of competent jurisdiction for adjudication and settlement.

**10. FURTHER ACTION**

1. The lessor and lessee agree that at any time or from time to time after execution of this lease, they shall upon request of the other party execute and deliver such other documents and do such further acts and things such as party may reasonably request in order to fully effect the purpose of this lease.
2. The lessor and lessee declare that in all their dealings they will be motivated by a spirit of mutual regard for each other`s interested and will do:

**11. GOVERNING LAW**

This lease shall governed by and interpreted in accordance with the laws of the united republic of Tanzania

**12. MISCELLENOUS**

Any notice, request or other communication to be given or made under this lease to the lessor or lessee shall be in writing. Such notice, request or other communication shall be deemed to have been dully given or made when it shall be delivered by hand, courier service, email, and postal services to the other party to which it is required to be given or made at such party`s address or at such other address as such party shall have designated by notice to the party giving or making such notice, request or communication.

**IN WITNESS WHEREOF**, the parties have caused our seal to be hereto affixed on the day, month and the year herein after mentioned.

On behalf of **MR MUHAMMAD ALI KHAN**

.....  
*Muhammad*

.....  
*05<sup>th</sup> Jan 2025*

**Landlord**

**Date**

**BEFORE ME**

Full name : .....  
*KEVIN NJAU*

Signature : .....  
*[Signature]*

Designation : .....  
*ADVOCATE*

Date : .....  
*27/02/2025*



On behalf of WINTAGE LIMITED

*[Handwritten signature]*

Tenant

*06/07/2025*

Date



**BEFORE ME**

Full name : *KEVIN NJAU*

Signature : *[Handwritten signature]*

Designation : *ADVOCATE*

Date : *27<sup>th</sup>/02/2025*



**Certified as True Copy of the Original**  
**Kelvin Liberatus Njau**  
 Advocate, Notary Public & Commissioner  
 for Oaths  
 Sign: *[Handwritten signature]*  
 Date: *27.2.2025*