

MR & MRS OTIENO/MILLICENT IGOGO

LEASE AGREEMENT FOR INDUSTRIAL PREMISES

PLOT NO: 7 SEGEREA, (TABATA) DAR ES SALAAM.

This LEASE AGREEMENT is made this day 1st June, 2022.

BETWEEN MR AND MRS OTIENO/MILLICENT IGOGO, of P. O. Box 2259, Dar es Salaam [here in after called "The lesser"] of the one part, AND Mr. Deusdedith Edward Mulindwa, holder of NIDA ID No. 19840115-12104-00003-26 of P. O. Box 78783 DAR ES SALAAM a corporate body dully established and register in Tanzania [hereinafter called "The Lessee"] of the other part.

NOW THIS LEASE WITNESETH as follows;-

1. (a) In consideration of the rent hereinafter reserved and of the conditions hereinafter contained being observed by the Lessee the lesser HEREBY LEASES to the Lessee all the premised double storey building, detached garage and servant quota, a mature garden and paved drive way cum walk way situated and erected on plot no 7, Segerea Ilala, District - Dar es Salaam [hereinafter called "the Demised Premises"] TO HOLD the same unto the lessee for a period of THREE YEARS commencing from the 1st day of June, 2022 and expiring on the 30th day of June, 2025 subject nevertheless to the provisions for review, termination and renewal hereinafter contained.
- (b) The annual rent for the said period is USD 12, 000.00 only, payable annually at the beginning of each tenure to either of the Lesser as shall be directed, in cash.
- (c) For the purposes of holding the tenancy and assurance of being paid, the Lessee have deposited sum of USD 300,000 only to the lessor today 9 February 2022, Part thereof USD 9,000:00 will be paid soon as he moved in the premise

2. THE LESEE HEREBY COVENANTS with the lesser as follows;
Rent & Other Payments:

- (a) To pay during the term of the lease the said rent herein before reserved punctually on the days and the manner aforesaid, whether formerly demanded or not, without any deductions whatsoever.

To pay and indemnify the lesser against;

- (b) All rates, taxes, assessments, duties, charges, impositions, and any other costs of a similar nature which are now or during the Term shall be charged, assessed, or imposed upon the demised premises or upon the owner or occupier of them, PROVIDED that this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the lesser.

NAME: OTIENO OLUNGA IGOGO
BANK: EXIM BANK TANZANIA
BRANCH: CLOCK TOWER
ACCOUNT NO: 0081023497

Page 1 of 8

(c) In addition of rent, [or any tax of a similar nature that may be substituted for it or levied in addition to it] and stamp duty chargeable in respect of any payment made by the Lessee under any payment made by the Lesser for such payment, save where such tax or duty is by law recoverable from the Lesser.

Charges for Utilities;

(d) To pay, bear and discharge all charges for water, electricity and light used or consumed in the demised premises and for telephone charges whether for calls made or otherwise, in respect of the telephones [if any] located in the demised premises;

(e) To pay all service charges imposed by the City, Municipal, Township or District Authority attributable to the demised premises;

3. Repair, Cleanliness and Replacement of fixtures;

(a) To maintain the demised premises in a clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributable to the demised premises.

(b) To use the said premises for the purpose of **INDUSTRIAL** only and not to change the use thereof without prior written consent of the lesser and to abide by the conditions embodied in such consent, and strictly for the occupancy of a single family, not to be used as a rest house for many occupants.

(c) At all times to undertake maintenance of the interior of the demised premises and the woodwork, plaster and floor surface and all the appurtenances thereof including doors, windows, water taps, basins, internal sanitary apparatus, electric wires and lights, fitting and all the Lesser's fixtures and fittings, waste water drains and pipes, and the painting and decorations thereof in good, clean, and tenantable repair [fair wear and tear damage by accidental fire and act of Force Majeure excepted] throughout the period of lease and to yield up to the Lesser the demised premises in the same state as at the beginning of the lease.

(d) To comply with the requirements of the Lesser as to collection of refuse by observing all the City, Municipal, Township and District health regulations which may include but not conclusively the removal from the premises of all waste materials arising from acts or omissions of the tenant such as peelings, discarded motor vehicles, scrap metals, tires, rubbles, tree branches, cut grass from lawns and hedges and to dispose of such wastes in a safe manner as may be required by such City Municipal, Township or District health regulations.

(e) To be responsible for and to indemnify the Lesser the cost of making good any stoppage or damage to the drainage system and against all damages occasioned to the demised or any other part of the building or any adjacent or neighbouring premises or to any person which shall be caused by any act, default or negligence, carelessness or misuse of the Lessee and his/her family, visitor, servants or licensees and to every such stoppage or damage shall be presumed to have been caused by such negligence contrary to the satisfaction of the Lesser.

(f) To reimburse the lesser the cost of any special cleaning necessitated by reason of having allowed the demised premises to become dirty and vermin nous.

(g) To reimburse the lesser the cost of repairing any damage done to the demised premises or to the fixtures and fittings [other than that resulting from fair wear and tear].

4. Lesser Right of Entry;

To permit the Lesser or its agents with or without workmen or all persons authorized by them;-

[a] To enter upon the demised premises at all reasonable time of the day for the purpose of ascertaining that the covenants, terms and conditions of this Lease have been observed and performed.

[b] To view the state of repair and condition of the demised premises thereof and carry out repairs and other works on accordance with the Lesser's covenants hereinafter contained, or in the case of any defects or want of repair falling within the Lessee's covenants to give one month's notice in writing to the Lessee to repair such defects or want of repairs.

[c] To give to the Lessee [or leave upon the demised premises] a notice specifying any repairs, cleaning, maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease Agreement and to request the Lessee to execute the same as soon as reasonable practicable.

[d] The Lessee covenants to provide access to the lesser and his authorized agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the demised premises of the Lessee, or that of any adjoining Lessee, which may be required to be undertaken by the lesser.

[e] If within one month of the service of such notice as referred to in Clause 4[c], the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months or if in the Lesser's reasonable opinion the Lessee in unlikely to have completed the work within such period, to permit the Lesser to enter the demised premises to executive such work as may be necessary to comply with the notice and to pay to the Lesser the cost of so doing and all the expenses properly included by the Lesser in connection therewith including legal costs if any and surveyor's fees, within fourteen days of a written demand.

[f] Subject to clause 4[c] above the Lessee is required with a period of one month from the receipt of a notice in writing from the lesser in that behalf or sooner if necessary to make good any defects or want of repair found on the said premises for which the Lessee is liable hereunder; if the Lessee shall not within one month after such notice proceed diligently with the execution of such repairs then it shall be lawful for the lesser [but without prejudice to the right of re-entry hereinafter contained or any other right or remedy of the such repairs at the expense of the Lessee and the costs and expenses thereof shall be due from the Lessee to the Lesser and forthwith recoverable by action notwithstanding

that the carrying of such works in a reasonable and proper manner may cause temporary obstruction, annoyance or inconvenience to the **Lessee** or other occupiers.

Other User Clause;

- [a] Not to erect any other building, structure, pipe, partition, wire or post upon the demised premises and not to make or suffer to be made any alteration or improvement in or addition thereto not to commit or permit or suffer any waste, spoil or destruction in or upon the demised premises not to cut, maim or injure or suffer to be cut, maimed or injure any of the roofs, walls, timber, wires, pipes, drains, appurtenances, fixtures or fittings thereto and to report in writing to the **Lesser** any wants or repair of the structure and external parts of the demised premises **PROVIDED ALWAYS THAT** the **Lessee** shall, subject to prior consent in writing of the **lesser**, which consent shall not be unreasonably withheld, having been obtained, be permitted to erect or make improvement in addition to the demised premises but all such alterations, improvements, and permanent additions shall not be removed at the termination or expiration of the said term unless otherwise agreed with the **Lesser** in writing. The **Lessee** shall make good to the satisfaction of the **lesser** all damages thereby occasioned to the demised premises and restore the same to the original state and condition.
- [b] Not to fix or install any signage on the exterior of the building without the **lesser's** consent, not to be unreasonably withheld or delayed.
- [c] Not to make connection with the pipes that serve the demised premises without the **lesser's** prior written consent which shall not be unreasonably withheld other than in accordance with plans and specifications approved by the **lesser** and subject to consent to such connection having been previously obtained from the competent statutory authority
- [d] Not to do in or near the demised premises any act or thing by reason of which the **lesser** may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- [e] Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by-laws applicable to the demised premises or in regard to carrying on in the trade or business for the time being carried in the demised premises.
- [f] Not to do or allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the **lesser** or its other **Lessees** or to the owners or occupiers of the adjoining buildings.
- [g] Not to use the demised premises as office or keep any animal, fish, reptile, dogs or bird anywhere on the demised premises that may be dangerous to the neighbors.
- [j] Not to use the demised premises for sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose.

- [i] Not to stop up, darken or obstruct any external windows or light belonging to the premises, without the **lessor's** consent, such consent not to be unreasonably withheld or delayed.
- [j] To be responsible for the cultivation of the garden including trimming of trees, lawns, hedges, shrubs and bushes and maintain them in good order, tidy conditions, properly tendered, fertilized and cultivated and to replace any tree, shrubs or bushes which may perish.
- [k] Not to store or bring upon the demised premises and/or the building any articles of a specifically combustible, inflammable or dangerous nature and not to do or permit to be done anything in or upon the demised premises or any part thereof unless such stores are adequately insured and licensed for the premises after having regard to also the neighborhood.
- [l] Not to use or allow the demised premises or any part thereof to be used for any illegal or immoral purposes.

Notice of defects;

Upon becoming aware of the same to give notice to the **lessor** of any defect in the demised premises which might give rise to an obligation on the **lessor** to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the **lessor** pursuant to any law.

Subletting and Transfer of Ownership;-

- [a] The **lessor** shall not sublet the premises or any portion thereof, nor cede nor assign nor pledge this lease or any of its rights hereunder;-
- [b] The **Lessee** shall further not give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all, without the **Lesser's** prior written consent.

Abandoning Demised Premises;

Not to cease occupying the demised premises or leave the demised premises continuously unoccupied for more than one month without;-

- [i] Notifying the lesser; and
- [ii] Providing such caretaking or security arrangements as the lesser shall reasonably require and/or the insurers shall require in order protecting the demised premises from vandalism, theft, damage or unlawful occupation.

THE lesser COVENANTS with the Lessee as follows;-

- [a] That the **Lessee** paying the rent hereby reserved and observing and performing the several covenants stipulated herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the **Lesser** or any other person rightfully claiming under or in trust for it.




- [b] The Lessee shall in addition have the right in common with the other lessees of the building having a similar right of using the entrances, landings, courtyard, terraces, passages, and corridors in the said building.
- [c] To pay and discharge all rates, taxes and rent assessments except service charges, charged upon the demised premises by City, Municipal, Township and/or District Authority.
- [d] To keep the said premises in sufficient repair for the same to be usable for the purposes permitted under this agreement PROVIDED that the lesser shall not be liable to the Lessee for any defect or want of repair under this covenant unless the lesser has sufficient written notice thereof.

10. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows;-
Review of Rent

The annually rent hereby reserved is liable to be increased by the **Lesser** by giving to a **Lessee** a notice which is not less than thirty [30] days, upon the lapse of first year tenancy agreement but subject to mutual negotiations between the **Lesser** and **Lessee**..

11. **Determination of Lease;-**

The Lease may be determined either by the **Lessee** or the **lesser** by giving three month's written notice to the other party;

- [a] If the **Lessee** shall desire to determine the term hereby granted and shall give to the **Lesser** one month previous notice in writing of such desire and shall up to the time of such determination pay the rent and reasonably observed and perform the covenant on its part hereinbefore reserved and contained then immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- [b] The **Lesser** shall take necessary measures after service of 30 days notice to secure the payment of rent [and other indebtedness] owing from the **Lessee** to the **Lesser** at any time during the subsistence of this lease to become due under the lease and further default of payment the **lesser** shall take possession of the demised premises and immediately terminate the lease as may be sufficient to recover the arrears of rent or indebtedness.
- [c] In event the **Lessee** ceases to occupy the premises or attempts to sell or remove a greater part of his goods there from except with the previous consent in writing of the **Lesser** or if he shall commit any breach of his obligations under the agreement or commit any act of bankruptcy or permit any execution to be levied on his goods on the said premises then the **Lesser** may subject to the provisions of any written law for the time being in force re-enter upon the premises and immediately terminate the lease.
- [d] **Delayed Payment;**

In the event of default in paying the rent herein reserved, a penalty of 25% shall be levied in addition to the rent payable to the **Lesser**.

12. GENERAL CLAUSES;

The lesser and the Lessee further mutually agree and declare as follows;-

Lesser Termination Rights;-

If and whenever during the Terms;

- [a] The rent [or any other monies] due under this Lease are outstanding for thirty days after becoming due whether formally demanded or not, or
- [b] There is a breach by the **Lessee** of any covenant or other term of this Lease; or
- [c] It shall be lawful for the **lesser** or any persons dully authorized by the lesser in that behalf to give written notice of not less than thirty [30] days to the **Lessee** under section 104 of the Land Act to terminate the lease, if the breach is not remedied within the said period. The **lesser** may also exercise the right of distress for rent as per S102 of the land Act.No.4/99 [as amended] in order to attach and auction the property of the **Lessee** in order to recover the rent arrears if the default persists after services of notice. Further the **lesser** may exercise right of re-entry and forfeiture and take possession of the premises thereof as provided under S. 101 of Land Act No. 14/99 [as amended], if the said notice is not complied with within a given period
- [d] In the event of the destruction or damage of the premises or any part thereof by fire through no fault of the **Lessee** or occupiers thereof the rent or a fair proportion thereof according to the nature and extent of the destruction or damage [as to which proportion the determination of the **lesser** shall be final] shall thereupon stand suspended until the premises or the part thereof destroyed or damaged shall have been rebuilt or reinstated and made fit for occupation and use.
- [e] Failure on the party of the **lesser** to insist on the terms and conditions herein contained or any of them shall be not constituted or construed as a waiver or relinquishment of the **lesser's** right thereafter to enforce any such term or condition but the same shall continue in full force and effect.

13. GOVERNING LAW;

This Lease shall be governed by and construed in accordance with the Laws of Tanzania.

14. NOTICES;

Any notice to be given under this lease term may be given by sending the same by post, by the quickest mail available, by hand, by telex, telefax addressed to the party concerned at its last official address as provided in this agreement.

15. TERMINATION

This lease shall terminate on the expiry of the lease term herein reserved or by breach of any covenant in the lease.

Stamp duty, registration charges and other expenses in connection with the preparation of this agreement shall be borne by the Lessee, except the Insurance premium against fire which is to be borne by the Lesser.

SEALED/STAMPED with the Common Seal/ Stamp of the said **MR. AND MRS OTIENO/ MILLICENT IGOGO** and **DELIVERED** in the presence of us this

Day of.....2022

Signature.....

Postal address:.....

Qualification:.....

Signature:.....

Postal address:.....

Qualification:.....


MR. OTIENO O. IGOGO
09/02/2022

SEALED/STAMPED with the Common Seal/Stamp of the

said **MR DEUSEDITH EDUWARD**

in the presence of us this.....day of2022

signature:.....


Postal address:.....

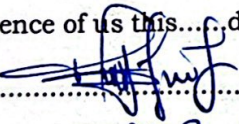
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DEUSEDITH EDWARD MULINDWA
09/02/2022


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