

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 03th day of March 2025

BETWEEN

JUMA ATHUIMANI of Dar es Salaam (hereinafter referred to as the **Lessor**) which expression shall where the context so requires or admits include his successors and or assignees of one part.

AND

FLYBOSKIES TANZANIA LIMITED of P.O. Box 75855, Dar es Salaam (hereinafter referred to as the **Lessee**) of the other part which expression shall where the context so requires or admits include his successors and or assignees of one part

WHEREAS the Lessor is the lawful owner of a residential Property situated at **Plot 3, Block B, House 1, Makangira Street, Macho Road, Msasani, Kinondoni District, Dar es Salaam** (hereinafter referred to as the Premises'')

AND WHEREAS the Lessor is desirous of leasing the said premise and agreeable to rent from the Lessor the said premise for consideration and subject to the terms and conditions hereinafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES as follows: -

1. That in consideration of the rent and covenant hereinafter contained the Lessor hereby grants and demises into the Lessee the said premise for the term of twelve months commencing from the **15th day of March 2025** and terminating on the **15th March 2026**.
2. The rent payment by the Lessee to the Lessor for the said premise is Tanzanian Two Million Four Hundred Thousand only (2,400,000/=Tshs) of which each month the lessee shall be paying (200,000/=) Tanzania shillings Two Hundred Thousand only unless it is reversed by mutual agreement between the parties herein which shall be in writing and not otherwise if any.

3. Upon signing this agreement the Lessee shall pay all twelve months' rent that is Tshs 2,400,000/= (Two Million Four Thousand shillings only)

THE LESSEE HEREBY CONVENANTS WITH THE LESSOR as follows

- i. To pay the rent on the day month and year hereinafter provided without any undue delay.
- ii. To use and occupy the said premises rented to the some solely and exclusively as and for commercial purposes only.
- iii. To permit the Lessor or his agent to enter the said part of the premise and view and or inspect the condition of the same.
- iv. Not to assign, sublet, or part with possession of the premises or any part thereof, without the written consent of the Lessor.
- v. The Lessor further agrees to permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the duration of the lease.
- vi. Not to make any alteration, additions or modifications on the said part of the premise without obtaining the prior written consent of the Lessor.
- vii. The Lessee will during the continuance of the said tenancy keep the demised premises in good and tenable repair and will permit the Lessor and his agents with or without workmen or others at all reasonable times with a prior notice to enter the demised premises and inspect the condition thereof.
- viii. To pay to the suppliers thereof all charges and the bills including but not limited to electricity and water charges or inconvenience to the Lessor or occupiers in the neighbourhood.

THE LESSOR HEREBY CONVENANTS WITH THE LESSEE as follows

- i. To give a possession of the said premises to the LESSEE at the commencement of this agreement
- ii. The Lessee upon paying the rent hereinafter and performing and observing the covenants and stipulations on its part herein contained shall peacefully hold and enjoy the said premise without any interpretation by the LESSOR or any other person whosoever.

- iii. Not to reverse or review the rent payable by the LESSEE until the expiry of twelve months from the date of this agreement.

THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE as follows

- i. If the Lessee shall be desirous of taking a new lease of the premises after the expiry of the term hereby created. He shall have to give notice to the Lessor of its intention to take the new lease not less than one (1) month before the expiry of the term hereof.
- ii. If any dispute or difference arise at anytime hereafter between Lessor and Lessee on account of breach or alleged, breach of covenants herein contained or otherwise relating to construction meaning and effect to this deed the shall be reserved amicably, failure of which will be referred to the Court Law having jurisdiction to the resolve the same.
- iii. If the Lessee does not intend to extend his lease agreement, he shall inform the Lessor orally or in writing by writing a paragraph

IN WITNESS WHEREOF the Lessor and Lessee have respectively hereto executed this deed the day and year first above written.

SIGNED and DELIVERED by the said **JUMA ATHUMANI** who is known to me personally in my presence this 15th day of March 2025

Juma Athumani

LESSOR

BEFORE ME

Signature: 

Postal Address: 

Qualification:

KAMANGA WILBERT KAPINGA
Advocate, Notary Public &
Commissioner for Oaths
P. O. Box 4369
Dar es Salaam

SIGNED and DELIVERED by the said **JAMES KIBATI** on behalf of **FLYBOSKIES TANZANIA LIMITED** who is known to me personally in my presence this 03th day of March 2025

[Handwritten signature]

BEFORE ME

Signature:

[Handwritten signature]

Postal Address:

Qualification:

KAMANGA WILBERT KAPINGA
Advocate, Notary Public &
Commissioner for Oaths
P. O. Box 4369
Dar es Salaam