

**THE REGISTRATION OF DOCUMENTS ORDINANCE
[CAP. 117]**

BETWEEN

FWAD OMAR MBARAK

AND

WS RISK AND PROTECTIVE SERVICES LTD

**IN RESPECT OF THE HOUSE LOCATED AT MSASANI
PLOT# 212213 DAR ES SALAAM, TANZANIA**

LEASE AGREEMENT

THIS LEASE made this _____ day of _____ 2025

BETWEEN

FWAD O MBARAK, P. O. Box 20831, Dar Es Salaam, Tanzania (Hereinafter called "The LANDLORD") which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the term hereby agreed to be granted of the one part

BANK DETAILS

NAME: FUAD OMARY MBARAKA
BANK NAME: CRDB BANK LTD - TOWER BRANCH TZS
AC No: 01J1076855900
DAR ES SALAAM

AND

WS RISK AND PROTECTIVE SERVICES LIMITED P O BOX 106149, Dar Es Salaam, Tanzania Contact# +255 783 466 664 (hereinafter called "The TENANT")

1. IN CONSIDERATION of the rent, hiring charges and the Tenant's covenants, hereafter reserved and contained the Landlord hereby demised unto the Tenant, PLOT#212213 AT MSASANI, Residential Property, DAR ES SALAAM unfurnished, demised premises for a period of Two (2) year commencing from the... 15th JUNE., 2025, subject nevertheless to the provision of re-entry and subject also to the option for a renewal hereinafter contained. Rent will be subject to a review every year.
2. The Tenant shall make the following monthly payments:
 - (i) Rent of UNITED STATES DOLLARS ONE THOUSAND FIVE HUNDRED ONLY. (US\$ 1,500).
 - (ii) Payment shall be made in TZ Shillings at the prevailing Commercial Bank rate on the day of payment issuance.
 - (iii) The first sum of the above mentioned amount shall be payable SIX (6) months in advance, payable amounting to Usd NINE THOUSAND DOLLARS (\$9,000) must be paid before 15THJUNE 2025.
 - (iv) The next sum of the above mentioned rent amount shall be payable One month in advance for the remainder of the agreement period,
 - (v) The security deposit three months amounting to Us \$3,000(Us Dollar Three thousand) is refundable at the time of terminating the agreement only if the Tenant cause no damage to the premises.

3. The **Tenant** **HEREBY COVENANTS** with the **Landlord**:

- i) To pay during the said term the said reserved rents, maintenance charges caused by their own neglect (eg. Water tap, electric switch, bulbs, (excluding structural materials) at the times and in the manner aforesaid;
- ii) At all times to keep the demised premises and appurtenances thereof in good and substantial repair and condition throughout the said term;
- iii) To permit the **Landlord** or his agent at all reasonable times in the day time to enter upon and view the condition of the demised premises, provided that the Tenant is given reasonable notice of the visits in advance;
- iv) Not without the previous consent in writing of the **Landlord**, to erect or suffer to be erected on the demised premises any addition thereto, not to cut maim injure nor allow to be cut maimed or injured any of the walls, floors, tiles or any interior or exterior fittings.
- v) Not to assign, sublet or part with possession, of the demised premises or any part thereof without first obtaining the previous written consent of the **Landlord**;
- vi) To use the demised premises for the purpose of a security office business
- vii) To comply with all Municipal and Health regulations relating to the demised premises;
- viii) To settle all sums due to in respect of all consumption of public utilities during the said term namely, water, waste collection, electricity and telephone bills.
- ix) To report immediately in writing to the **Landlord** any structural defect or other problem which, may occur on, or, in the demised premises;
- x) To yield up the demised premises with fittings and additions thereto at the expiration of the term in good and tenable repair and condition in accordance with the covenants herein contained, fair wear and tear accepted. The **Tenant** shall hand over the demised premises in a clean form. (INVENTORY LIST AT THE TIME OF HANDING OVER THE PREMISES)

- xi) To pay the cost and incidentals to this lease being stamp duty being (registration fees) and VAT that shall become payable by virtue of this transaction.
- xii) Not to carry out any offensive trade in the demised premises.
- xiii) To pay the withholding tax being 10% of the rent to TRA and submit the proof of payment including withholding Tax certificate to **Landlord**

4. The **Landlord** HEREBY COVENANTS with the **Tenant** as follows:

- i) To handle the maintenance and replacement of defect structural materials damaged by cause of a natural act.
- ii) That the Tenant paying the rents hereby reserved, observing and performing the several covenants and stipulations herein on the part of the **Tenant** contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the **Landlord** or any person rightfully claiming under or in trust for the **Landlord**;
- iii) To settle all outstanding public utility bills related to the consumption of electricity and water PRIOR to the commencement of the said term. To pay all existing and future land rates pertaining to the premises under this agreement;

5. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:

- i) If the rent hereby reserved or any part thereof shall be unpaid for fourteen (14) days prior to the renewal date and after becoming payable (whether formally demanded or not) or if any covenant on the part of the **Tenant** herein contained shall not be performed or observed then and in any of the said cases and so often as the same shall happen it shall be lawful for the **Landlord** at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall immediately determine but without prejudice to the right of action of the **Landlord** for any breach of the **Tenant's** covenant herein contained;

- ii) If the **Tenant** shall be desirous of taking a lease of the demised premises for any further term after the expiration of the term hereby granted at the rent and on the terms and conditions herein mentioned or hereafter to be agreed, the **Tenant** shall give not less than three months notice before the expiration of the term hereby granted to the **Landlord** in writing of such desire and if he shall have reasonably performed and observed the stipulations herein contained then the **Landlord** shall let the demised premises to the Tenant for a further requested period at the same or higher rental terms based on mutual discussions;
6. In the event of the demised premises or any part thereof at any time during the term hereby created being damaged or destroyed by fire, (excluding fire caused by the **Tenant** or its visitors or servants), or tornado, windstorm or earthquake so as to be unfit for habitation, the **Tenant** shall be entitled to terminate the Lease and **CLAIM** a balance of the rent paid in advance for the period remaining from the rental;
7. If the **Tenant** considers the facilities and or services provided at the said demised premises to be unsatisfactory, the **Tenant** can terminate this Agreement, by giving a three month's notice only after the first year. Similarly, if the **Landlord** feels that the **Tenant's** demands for facilities and or services at the demised premises are unreasonable, he can likewise terminate this Agreement by giving three months notice;

The provisions of this lease may be amended from time to time by the parties and such modifications as the Landlord and Tenant may agree shall be in writing and supplemental to this lease.

IN WITNESS WHEREOF the parties hereto have duly executed these present the manner and on the day and year hereinafter appearing.

LAND LORD

SIGNED and DELIVERED by the said FWAD OMARY MBARAK For the said PLOT# 212213 MSASANI HOUSE DAR ES SALAAM.

SIGNATURE

Name of Witness:

Signature:

Address:

Qualification :

TENANT

SIGNED and DELIVERED by the said WARRIOR SECURITY LIMITED.

SIGNATURE

Name of Witness:

Signature:

Address:

Qualification:

Company Seal:



[Handwritten signature]

BLESSING KACHIMURU

[Handwritten signature]

212/213 KIMWAZI

COUNTRY TOWN