PERIODICAL TENANCY AGREEMENT

THIS AGREEMENT is made this.....23.....day of.....MAY..... 2024.

BETWEEN

GOODLUCK WILLY MREMA & EVA WILNEZA MREMA of **P. O. Box 5071 Dar es Salaam** (hereinafter referred to as "**Lessor**") of the one part.

AND

YEMEN GATE COMPANY LIMITED of **Dar es Salaam** (hereinafter referred to as "**Tenant**") of the other part.

WHEREAS the Lessor is a lawful owner of the house located at **Plot no. 17 Block 45 "A" Makumbusho**, within Kinondoni Municipality **Dar Es Salaam** (hereinafter referred to as the **"Property"**).

AND WHEREAS the Tenant is desirous to occupy the said property and the Lessor has agreed to let the same to the Tenant subject to the conditions and terms appearing hereunder

NOWTHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;-

1. That in consideration of **72,000/= USD** being the rental payment, payable annually, the Lessor shall let the demised premise to the Tenant for a period of ten (10) years commencing from the date of executing this agreement. It further agreed that, the two months over and above the said 10 years shall

be given a grace period to the Lessee to allow him to mobilize resources and putting the premises into the condition suitable for the intended business.

2. That the tenant shall pay the agreed rent, to wit, **72,000 USD**, every year without failure and/or delay and the same shall be deposited in the Lessor's account held by **Stanbic Bank (TZ) Ltd** in the name of **Goodluck Willy Mrema & Eva Wilneza Mrema** with Account No.**9120001132901.**

3. **THE TENANT** hereby covenants with the Landlord as follows:

   a) To pay the said rent as agreed in the terms provided herein

   b) To bear, pay and discharge bills for electricity, water and sewage consumed/used on the demised property. However, it shall be a duty of the Lessor to pay property tax.

   c) To bear, pay and discharge sewerage charge attributable to the demised property.

   d) To be responsible for and to indemnify the Lessor against all damages occasioned to the leased property or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Tenant or the servants, licenses or invitees of the Tenant.

   e) To permit the Lessor and her agents, at all reasonable times of the day and upon not less than 24 hours' prior notice in writing addressed to the Tenant or immediately in case of need, to enter into the leased property for the purposes of:

i. Carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining property hereafter belonging to the Landlord; or

ii. To view state and condition of the leased property and upon discovery of any defects, or wants of reparation the lessor shall give to the Tenant a notice in writing to repair and make good the defect provided that if the Tenant shall not within the period specified in the written notice commence and proceed execution of the work specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the leased property and execute such repairs and works. The cost (which expression shall include but not to be limited to all legal costs, and surveyors' fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Tenant to the Lessor and be forthwith recoverable by action.

iii. Not to store, bring upon the leased property or building any articles and/or materials of dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised property.

iv. Not to do or suffer on the leased property or any part of the building any act, matter or thing whatsoever which may be or tend to annoy, damage, disturb the Lessor or the owner or occupier of any adjoining or neighboring, premises.

v. To make right the defects on structure that have been damaged and further most to repaint again the property once the lessor has completed this agreement, of which the same shall be done in accordance with agreement with the tenant.

vi. To use and occupy the demised property solely and exclusively for **restaurant purposes** only and the lessee herein shall have power and mandate to modify the landed property to suit the project.

vii. Not to assign or part with possession of the demised property or any part thereof without the written consent of the Lessor.

viii. To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised property.

11. **AND THE LESSOR HEREBY COVENANTS** with the Tenant as follows:-

(a) The Tenant paying the rents hereinbefore, performing and observing the several covenants and stipulation herein on his part contained shall peacefully hold and enjoy the leased property during the term created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.

(b) To pay and discharge all rates, assessments, impositions, duties, charge and outgoing whatsoever save and except electricity charges, water rates, telephone and telex charges which are not or may hereinafter

become imposed or charged upon the leased property or payable by the Lessor or Tenant in respect thereof.

(c) During the continuance of this Agreement, the Lessee is hereby allowed, at his own cost, to carry out any renovation and structural face lifting of the demised premise into a modern and attractive restaurant as per the design required by the Lessee provided that such renovation and design shall dot alter the main poles and walls of the demised property.

(d) The Lessee is hereby allowed to make renovations and use all the posterior and lateral spaces of the building as part of the building for same restaurant businesses.

(c) During the continuance of the said term to keep and maintain the demised property in a state of good structural repair and in a proper state of repair and on receipt of notice from Tenant remedy major structural fault or faults of construction effecting the convenient and proper use of occupation provided that such faults are not attributable to neglect on the part of the Tenant, his agents or employees.

12. **IT IS HEREBY AGREED AND DECLARED** by and between the Lessor and Tenant that:-

a) With effect from 1st May 2025, the five shops adjacent to the demised premises shall be made available to the Lessee for use as part of the demised premises at a total price of $1000 per month

to be payable on annual basis along with the rent of the main premises.

b) That, during the continuance of this agreement, and as security for the paid rent and renovation made to the premises, the Lessor shall not terminate this agreement and after expiration of the term of 10 years, the same shall be renewed on similar or different terms to be discussed and agreed to by both parties.

c) After the expiration of the periodical tenancy agreement of Ten (10) years as stipulated above the lessor will repossess back her property provided that the Lessee does not opt to renew the same. Where the Lessee opts to renew, must give the Lessor a Six Months intention to renew the agreement before expiry of the tenancy period.

d) Any notice under the lease shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to it on the leased property or sent to it by registered post or left to its last known address, any notice to the Lessor shall be sufficiently served if delivered to his registered office. Any notice sent by registered post shall be deemed to have been served within three (3) days following the day on which it is posted.

e) This lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.

f) Either party may be at liberty to terminate this lease before the said term afore stated above only upon a material breach of a

fundamental term of the contract and a three months' notice of rectification of the breach has been issued and the party alleged to have breached the same does not take action to rectify the breach.

g) This lease may be terminated if the Tenant fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of three month after notice of such default is served by the Lessor to the Tenant. Upon termination of this lease all amounts due and owing between the parties shall become immediately due and payable.

h) Upon termination of this lease either by the Lessor or Tenant, the Tenant shall leave the occupancy of the property one month starting from the day of termination.

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

SIGNED and **DELIVERED** by the said
GOODLUCK WILLY MREMA who is personally known
to me/identified to me by ....
the latter being personally known to me this
23rd day of 05 2024

..... 23/05/2024.
1ST LESSOR

BEFORE ME

SIGNED and **DELIVERED** by the said
EVA WILNEZA MREMA who is personally known
to me/identified to me by GOODLUCK W MREMA
the latter being personally known to me this
23rd day of 05 2024

..... 23/05/2024.
2ND LESSOR

BEFORE ME

Name: MINGUMI SAMADANI

Address: 3520, DSM

Signature: .....

Qualification: ADVOCATE

Mingumi Samadani Sued
Box 3520 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

SEALED and DERIVERED by the said
YEMEN GATE COMPANY LIMITED
this ..... day of 2024

.....
SEAL (LESSEE)

Name: MAHMOOD MUTABA

Signature.....

Address: DSM

Qualification: DIRECTOR

BEFORE ME

Name: MNGUMI SAMADANI

Address: 3520, DSM

Signature:.....

Qualification: ADVOCATE