

LEASE AGREEMENT

BETWEEN

COLLIN EFRAHIM LEMA

AND

NYUMBANI COLLECTION

LIMITED

LEASE AGREEMENT

This **LEASE AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made this **31st** Day of **December 2024**.

BETWEEN

COLLIN EFRAHIM LEMA of P.O. Box, Arusha Tanzania, (Hereinafter referred to as "**THE LESSOR**") which expression shall, where the context so permits include her assigns and successors of the one part.

AND

NYUMBANI COLLECTION LIMITED of P.O. Box 14345, Arusha, Tanzania (Hereinafter referred to as "**THE LESSEE**") which expression shall, where the context so admits, include its assigns and successors of the other part.

WHEREAS THE LESSOR is the legal owner of the house situated at **Farm No. 1004, KIRANYI village, Arusha District, Sakina, House Number 75, Arusha, Tanzania** that will be used for offices and (hereinafter called "**the Demised Property**")

AND WHEREAS the Lessor wishes to let to the Lessee the Demised property and the Lessee agrees to lease the said demised premises.

WHEREAS: the parties have agreed that the effective/commencement date is on the **31th day of December 2024**.

THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Lessor hereby agrees to let to the Lessee the said Demised property for a period of 4 year effectively from the **31th day of December 2024** to **31th day of December 2028** and the same shall renew automatically unless terminated by either party by giving notice.
2. The Lessee shall pay a monthly rent of **275,000** net after withholding tax deduction (the "**Rent**") and the same shall be paid on a six months instalment

3. The Rent shall be payable through the following bank details;
Bank Account name: **COLLIN EFRAHIM LEMA**
Account Number: **4080000572**
Beneficiary Bank Details: **NMB**
4. The Lessee shall take vacant possession of the Demised property effectively from the **01ST day of January 2025**.
5. The Lessee shall be free to furnish and decorate the Demised property at its own costs, and it shall be by the consent of the Lessor that the Lessee will go ahead to make permanent changes.
6. The Lessee undertakes to maintain the Demised property including fixtures, doors, windows, locks, sanitary apparatus, electrical fittings, and general surroundings of the let premises in good repair and tenable condition, fair wear and tear accepted. Notwithstanding the foregoing, the Lessor will maintain all electrical fittings, roofing, and plumbing and will conduct repairs within four (4) days of notice of such need of repair, failure of which, the Lessee will undertake such repairs and deduct the cost of repairs from the following month's Rent owed to the Lessor
7. The Lessee shall not sublease or part with possession of the Demised property or any part thereof without the Written Consent of the Lessor, provided that occupation of the said premises by any person in the employment or services of the Lessee shall not be deemed to be a sublease.
8. The Lessor shall be responsible for the payment of Land rent, property tax, and withholding tax according to Law.
9. The Lessor shall ensure that the Lessee will not be disturbed or suffer any inconveniences from matters arising from previous instances or transactions prior to or during this agreement in respect of water or power supplies.
10. The Lessee shall permit Lessor, her/his agents, or servant by reasonable prior notice of not less than twenty-four (24) hours and at reasonable hours of the day (being regular working hours of 9 a.m. – 5 p.m.) to enter into the Demised property and view the condition of the leased premises.

11. The Lessee shall take all precautions which shall include installation and maintenance of fire extinguishers and other relevant equipment for the purpose of avoiding general loss or damage to the let premises. The Lessor shall however obtain adequate property insurance for the premises.
12. The Lessee paying rent herein above agreed and observing the several covenants and stipulations herein shall be entitled to peacefully hold and enjoy the let premises during the term hereby created without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.
13. This agreement may be terminated when either party gives the other a prior written notice of one month.
14. Any notice or notification required under this Agreement must be in writing. Any notice given by post will be deemed to have been served seven (7) calendar days after posting. Any notice given by email will be deemed to have been served on the day after dispatch. Any notice given by hand will be deemed to have been served at the time of delivery and shall be delivered to the following addresses:

For the Lessor:

Email add: collinlema@gmail.com
Telephone: +255 754 270 664.
Postal address:

For the Lessee:

Email add:
info@nyumbani-collection.com
Telephone: +255 754 743 920.
Postal address: 14345, Arusha Tanzania

- 15 Notwithstanding any other provision in this Lease, each party shall have the right to terminate this Lease, upon one months' notice to the other party. The Lessor in cooperation with the Lessee shall go through the premises and determine all the repairs mutually. In case of the lessee's absence, the Lessor shall make all the repairs and present the receipts to the Lessee accordingly.
- 16 Upon the expiration or termination of this Lease, the Lessee shall vacate and surrender to the Lessor the premises in a broom clean condition, and in a good state of order and condition not worse than when it was first received, ordinary wear and tear accepted.

18. DISPUTES

Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter may be referred to arbitration as provided for by the Arbitration Act 2020 of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto.

19. FORCE MAJEURE

19.1 No party will be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, or other natural disasters), war, invasion, the act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption, or failure of electricity or telephone services.

19.2 Any party asserting Force Majeure as an excuse will have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

IN WITNESS whereof the parties hereto have set their respective hands the day and year hereunder, each of them has read and understood each of the clauses with import and implications thereof.

SIGNED and DELIVERED by the said **COLLIN EFRAHIMLEMA**
Who is known to me personally/identified to me by
Collin.....this **01st** day of **January 2025**

.....
LESSOR


BEFORE:

NAME: **LOUDGURD MREMA**

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

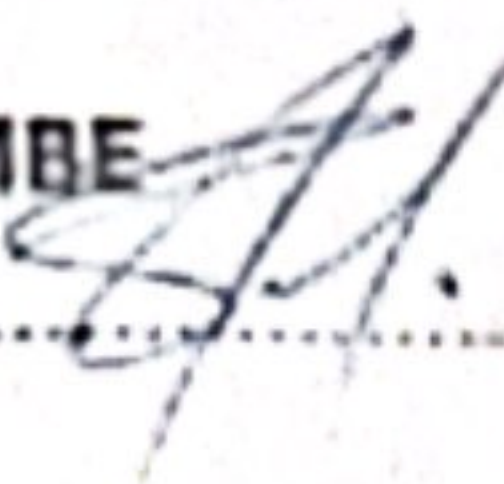
DATE: **01/01/2025**

QUALIFICATION: **ADVOCATE**


Certified True Copy of the Original
Aggrey Cosmas Kamazima
Advocate, Notary Public & Commissioner
for Oaths
Sign: *[Signature]*
Date: **17/01/2025**


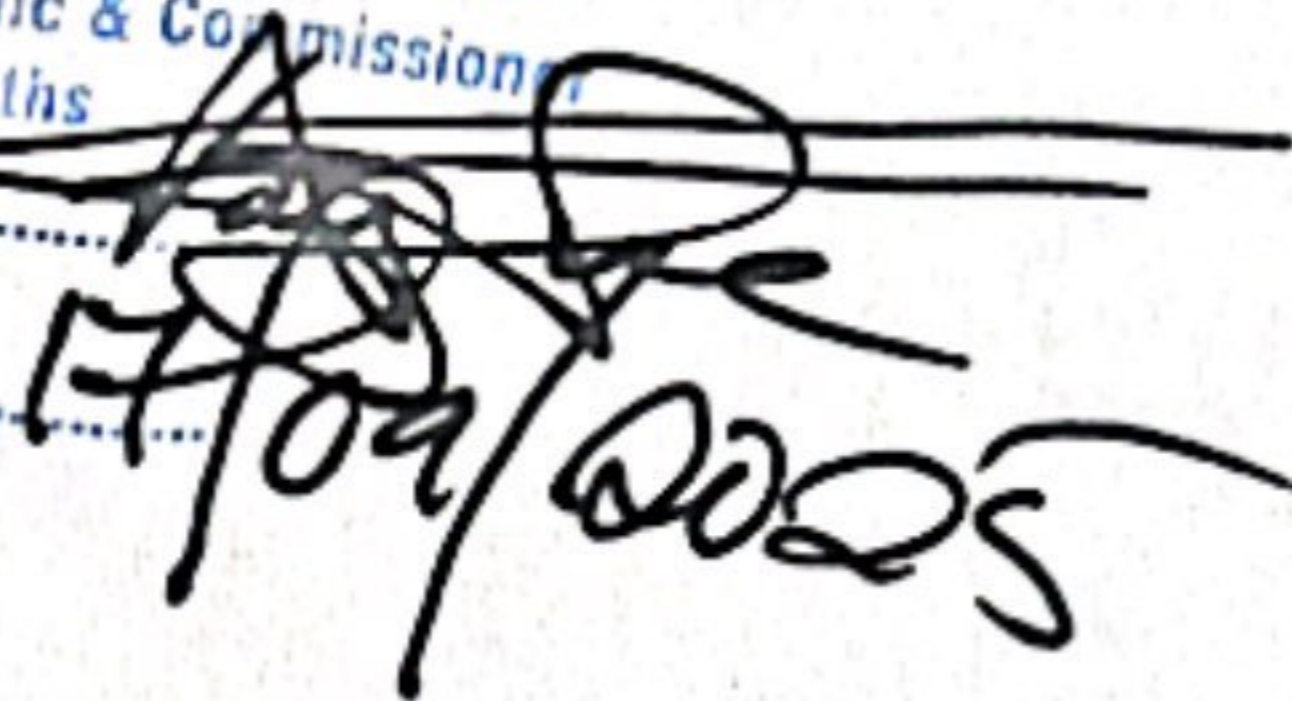
SEALED with the **COMMON SEAL** of **NYUMBANI COLLECTION LIMITED** and **DELIVERED** in our presence this **01st** day of **January 2025**

Name: **SIMON ONESMO KOMBE**

Signature: 

Designation: **DIRECTOR**




Certified True Copy of the Original
Aggrey Cosmas Kamazima
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: **17/01/2025**