

LEASE AGREEMENT.

(Made Under the Rent Restriction Act, 1984 cap. 334)

This agreement is made this 07 day Of May 2025.

BETWEEN

ALLY SADIKI SHEKIMWERI on behalf of **SADIKI ALLY SHEKIMWERI** under **special power of attorney dated 22nd May ,2025** of Mafinga-Iringa (here in after referred to as "the lessor", which expression shall include, assignee, agent, beneficiary, administrator) on the one part.

AND

ATHS GENERAL TRADING CO.(T) LIMITED a private company registered under the laws of Tanzania whose postal Address is P.O.BOX 21827 Dar es salaam (here in after referred to as the lessee) of the other part.

- A. **WHEREAS** the lessor is registered owner of all that property, situated at plot No. 25, Block 'Q', L.O No. 996482, Kinyanambo, Mafinga- Town council, Iringa with certificate of Title No.3848-IRLR (here in after referred to as The demised premises") and that he desires to lease the side premises to the lessee.
- B. **WHEREAS** the lessor is desirous of letting to the lessee the demised premises and lessee is desirous of acquiring there of subject to terms here in after described.

NOW THEREFORE.

Its here agreed by and between the parties here to as follows.

1. In consideration of the rent and covenants here in after reserved and contained , the **LANDLORD** here by demises into the **TENANT** the demised premises for a term of one (1) year effective **1st year effective 1st june,2025 to 1st June, 2026 paying a monthly rent of Tanzania shillings There Hundreds Thousands ONLY (TZS. 300,000/=) for twelve (12) months.**

2. The rent shall be paid on lump sum cash upon signing this agreement and the TENANT knowledge receipt of the same by signing this agreement

B: LESSEE'S COVENANTS.

The lessees covenants with the lessor as follows:-

- a) To use the premises for commercial use only.
- b) To pay the rent here by agreed on the day and aforementioned mode without deduction.
- c) To carry out daily operations on the demised premises as it may be deemed fit, for the smooth operations of its business on, upon consent from the lessor, which consent shall not be unreasonably withheld .
- d) Not to assign or sublease or part with the possession of the demised premises.
- e) Pay all the water and electricity charges consumed and other utility costs on the demised premises.
- f) To permit lessor or his agents at all reasonable times to enter and examine states of repair of the demised premises and forthwith to repair and amend in a proper and workmanlike manner and defects upon issuance of a written notice to the lessee.
- g) To inspect the demised premises and any authorized alterations or additions being carried out.
- h) To carry out all alterations and additions approved by **LANDLORD** in a good and workable manner with suitable materials of good quality without causing any undue nuisance, damage to the **LANDLORD**

F: FORCE MAJEURE

8. Neither party shall be liable for any delay in performing or failure to perform any of its/ his reasonable control ("Force Majeure Event") provided that the occurrence of a Force Majeure Events shall not prevent or affect the obligation of the lessor to hand over the demised premises to the lessee under any circumstances.

G: DISPUTE SETTLEMENT

9. This agreement shall be governed by the laws of Tanzania.

10. That any dispute that may arise between the parties in connection with this Agreement shall first be settled amicably and once the same is not settled within a period of sixty day (60) days from the date of occurrence of the dispute, the aggrieved party shall be entitled to have the same referred to the court with the competent jurisdiction within the United Republic of Tanzania.

IN WITNESS WHEREOF the parties here to have duly executed these presents on the day and in manner here in after appearing:

SIGNED and DELIVERED at Dar es Salaam
by the said **ALLY SADIKI SHEKIMWERI** on
behalf of **SADIKI ALLY SHEKIWERI** under
Special Power of Attorney dated 22nd May, 2025

who is known to me personally/ identified to me
by AHMED MUHAMMED the latter being

known to me personally in my presence

this 7 day of May 2025



LESSOR

Witness:

Name : FADHILI U. KIDENYA.

Address : BOX 96 MAFINGA.

Signature : [Signature]

Qualification: HUTORIAN.

SIGNED and DELIVERED at Dar es Salaam
by the said **AHMED MOHAMED SALIM ALI
BAYUSUF**, Director of and on behalf of **ATHS
GENERAL TRADING CO. (T) LIMITED** who is
introduced to me by **AHMED MOHAMED**
the latter being known to me personally this
07 day of May 2025.

[Signature]

LESSEE

Witness:

Name : RARAKA UMSWEE

Address : 1680- IRINDA

Signature : [Signature]

Qualification: ADVOCATE

