

THE LAND REGISTRATION ACT
[CAP 334 R.E. 2002]

DATED THIS 1ST DAY OF January 2023

SUBLEASE AGREEMENT

BETWEEN

Birdy Lovett

AND

~~Cedric~~ Sauvenay
Cyral

HOUSE ON PLOT 24 MSIRIKALE STREET STREET
REGENT ESTATE, P.O BOX 79958
DAR ES SALAAM

SUBLEASE AGREEMENT

AND AGREEMENT MADE this 1st Day of January 2023

between

Birdy Lovett of P.O. Box 79958, Dar es Salaam, Tanzania (hereinafter referred to as "the Landlord") which expression shall where the context so admits include his successors and assignees of the one part

and

CYRIL SAUVENAY of Dar es Salaam, Tanzania (hereinafter called "the Tenant") which expression shall where the context so admits include his successors and assignees of the other part.

WHEREAS the Landlord agrees to rent their premises on **PLOT NO. 60 msirikale, STREET, REGENT ESTATE, DAR ES SALAAM** (hereinafter referred to as "the demised premises")

AND WHEREAS the Tenant is desirous of renting the demised premises from the landlord.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. TERM OF TENANCY

The Landlord shall sublease to the Tenant part of the premises being from the 1st Day of January 2023 for a period of One Year expiring on the 31st Day of December, 2023.

2. RENT, SERVICE CHARGE AND DEPOSIT PAYABLE

The Tenant shall pay a monthly rent of 770 usd (**seven hundred an seventy usd Only**) payable **one month** in advance.

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

The Tenant and its assigns, and to the extent that obligations (save where they are satisfied earlier) shall continue throughout the term of this lease agreement here by created, covenants with the Landlord as follows:

- (a) To pay all charges listed in Schedule A hereinafter be assessed on the demised premises or any part thereof on the Landlord or the Tenant in respect thereof;
- (b) To accept responsibility for and pay for the items listed in Schedule A on demand, fair wear and tear accepted.
- (c) To permit the Landlord or his agents at all reasonable times during the said term of this lease agreement with or without workmen or others and after serving seven days written notice on the Tenant, to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or in need of repair, to leave notice in writing on the demised premises of such maintenance for which the Tenant is liable under the provisions of paragraph (b) hereof requiring the Tenant to make good the same in a proper manner to the satisfaction of the Landlord within the space of one calendar month next after every such notice shall have been left ad aforesaid.
- (d) Not to make any alteration or additions to the demised premises without first obtaining consent in writing from the Landlord;
- (e) Not to cut maim or injure any of the walls or timber of the demised premises or the said building or suffer or permit the same to be done;
- (f) To use the demised premises for the purpose of an office/private residence;
- (g) Not to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without the consent in writing of the Landlord first obtained but such consent shall not be unreasonably withheld **AND IT IS HEREBY AGREED AND DECLARED** that upon any breach of this covenant by the Tenant or if the rents or any part thereof shall be in arrears and unpaid for fourteen (14) days after the same shall have become due (whether legally

demanded or not) it shall be lawful for the Landlord to re-enter upon the demised premises and the Tenancy hereby granted shall determine absolutely but without prejudice to the rights of action of the Landlord in respect of the Tenant's covenants herein contained.

- (h) Not to do or permit or suffer to be done anything, whereby any insurance of the demised premises against loss or damage by fire or other risks covered by the Landlord's insurance policy may become void or increased and or void able or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Landlord all such excess premium and to make good any losses suffered due to non-coverage of such occurrences.
- (i) To pay the costs of and incidental to this lease including VAT, Stamp duty, consent and registration fees that shall become payable by virtue of this transaction as and if required by law.

3. THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

- (a) The Tenant having occupied the said demised premises and observing and performing the several covenants on his part shall peacefully hold and enjoy the demised premises without any interruptions from the landlord or his agent;
- (b) Forthwith standing clause 3(b) and 3(c) above, in the event of any fixtures and or fittings being found by the Tenant to be faulty or sub-standard upon entering the property the Landlord undertakes to make good the deficiencies immediately upon written notice from the Tenant;
- (c) To pay and discharge all rates, taxes assessments, impositions, duties charges and outgoings whatsoever save electricity and/ or telephone charges and other charges listed in Schedule A directly relating to the term of this lease agreement which are now or may hereafter become imposed or charged upon the demised premises or

payable by the Landlord or Tenant in respect thereof. The house should be with no debts for TANESCO, Authorities, Water supplier, etc

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

(a) Except where the Tenant is responsible for the damage sustained, as contemplated in 4(d) above, the Landlord will make good the repair within a period of three months **PROVIDED THAT** if the Landlord shall fail or neglect to reinstate the demised premises as aforesaid within a period of three (3) months from the date of such damage or destruction then the Tenant at his own option may terminate this lease agreement forthwith by notice in writing and thereupon this Lease Agreement shall be absolutely determined and the Landlord shall refund to the Tenant any rent recovered in advance for the unexpired period of the Lease.

(b) If the Tenant shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted, shall not less than three (3) months before expiration of the term hereby granted, have given to the Landlord notice in writing of his such desire and if he shall have reasonably performed and observe the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of such years and at a rent to be mutually determined by the parties hereto.

(c) Either party can at any time while the contract is valid terminate the agreement with a one month prior written notice, until proved that service was effected.

5. **NOTICES:**

Any notice under this agreement shall be in writing and shall be sufficiently served or dispatched by registered post to the address of the addressee as stated in the first paragraph of this Lease Agreement.

6. DISPUTES:

All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this lease shall be referred to an arbitrator to be appointed by the Landlord and accepted by both parties hereto in accordance with a subject to the provisions of the Arbitration Ordinance (Cap. 15) or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties hereto have duly executed those present in the manner and on the days and year hereinafter mentioned.

SIGNED by the said **BIRDY LOVETT** of P. O. BOX 79958

This day of January 2023

Name:

Signature:

Postal Address:

Qualification

AND DELIVERD

in the presence of us

Name:

Signature:

Postal Address:

Qualification:

SIGNED AND DELIVERD by the said **CYRIL SAUVENAY LIMITED**, DAR ES SALAAM

This 10..... day of ~~March 2016~~ Feb. 2013

By:

Name: CYRIL SAUVENAY.....

Signature: .....

Postal Address: 24 Msimikale St. YASAKA.....

Qualification: