

LEASE AGREEMENT

between

JAN BROS INVESTMENTS LIMITED

and

United Nations Development Programme

THIS LEASE Agreement, made and entered into this 28th day of **August** in the year two thousand and thirteen by and between **Jan Bros Investments Limited** whose address is **P.O Box 65468 Dar es salaam**, (hereinafter referred to as "**the Lessor**"), which expression shall include its assignees, successors and any duly authorised agent on one part and the Lessee, The United Nations Development Programme (hereinafter referred to as "**the UNDP**") represented by **Mr. Titus Osundina** its Representative in **United Republic of Tanzania**, whose address is **P.O Box 9182 Dar es salaam**. The Lessor and the UNDP are collectively hereinafter referred to as "**the Parties**".

WITNESSTH:

The Parties hereto, for the mutual considerations herein set forth, hereby agree as follows:

1. The Lessor hereby leases to the UNDP, and the UNDP hires from the Lessor, the house and parking space (hereinafter referred to as "the demised Premises") being more fully described as follows:
(ONE RESIDENTIAL HOUSE, PART OF A LAND WITH A BUILDING ON THE FRONT SIDE OF THE PLOT NUMBER 337, URAMBO STREET IN UPANGA), comprising an area of approximately One thousand, one hundred and thirteen square metres (1,113 m²)

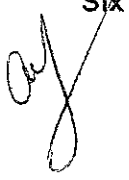
TO BE USED for

Democratic Empowerment Support Project (DEP) in the country and for such other purposes as the **UNDP** may desire, this Lease Agreement cancelling all other agreements, if any, heretofore entered into between the said Parties relating in any way to the demised Premises.

FOR A TERM beginning **01ST SEPTEMBER 2013** and ending **31ST AUGUST 2016** or on such earlier date as this Lease Agreement may terminate as herein provided.

2. The UNDP shall pay the Lessor for the demised Premises a rent of **USD 6,000 (USD Six Thousand only)**. Such rent shall be payable by UNDP ix (06) months in advance.

"The Rent is exclusive of any value added tax or similar tax charged."



3. The UNDP shall take good care of the demised Premises and the fixtures and appurtenances therein reasonable wear and tear excepted.

4. The Lessor represents that the demised Premises other than the parking space may lawfully be used for the UNDP office and other purposes, if any, expressly set forth in this Lease Agreement, and covenants and agrees that the UNDP shall peaceably and quietly have, hold and enjoy the demised Premises for the term above- mentioned without any unlawful interruption or disturbance.

5. Upon its expiration, this Lease Agreement shall be renewable at the option of the UNDP, under the same terms and conditions as are set forth herein.

" , except for the rent which shall be adjusted within agreed limits on the basis of the rate of increase or decrease of the official consumer price index in Dar es salaam or such other index as the Parties may agree."

6. It is further understood and agreed that in case the UNDP decides to close down the office of its Representative in the country, or to remove it from Dar es salaam; or to change the level of the UNDP representation in the country, or in the event that the UNDP acquires its own property in the country, or decides to move its office into the United Nations system common premises, pursuant to General Assembly resolutions, it shall have the right to terminate this Lease Agreement upon giving written notice to the Lessor not less than thirty days in advance without the Lessor having the right to any payment, other than for rent, to the date the UNDP vacates the demised Premises.

7. In the event of a sale or transfer of title or the creation of a mortgage or any other encumbrances affecting the demised Premises, the Lessor warrants that the Lease terms and conditions shall remain in full force without prejudice to any rights or remedies the UNDP have hereunder, including but not limited to, the right to enjoy and use the demised Premises until its date of expiry as provided in this Lease Agreement, or any extension or renewal thereof.

8. The Lessor undertakes to furnish, at no additional cost to the UNDP, the services described in Annex A hereto.

9. The Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future against the demised Premises.

10. The Lessor undertakes to maintain the demised Premises [and the building, including its entrances, corridors, and public toilets] in good repair and tenantable condition, including repainting and/or repairing at intervals of two years and when their condition warrants earlier attention. For this purpose, and subject to the UNDP's agreement, the Lessor shall have the right upon reasonable prior notice to the UNDP, and at reasonable times, to enter, inspect and make any necessary repairs to the demised Premises, and may enter the demised Premises forthwith whenever reasonably necessary to make urgent, emergency repairs.

11. The Lessor undertakes and agrees to maintain the sidewalks of the house in proper condition and free of any obstruction, and to accept all responsibility in connection therewith.



12. (a) The UNDP shall have the right to make alterations, attach fixtures, install protection films on windows, install permanent walls, and erect additions, structures, and signs in or upon the demised Premises, and to affix a flagstaff and office signs and insignia outside the house and on the demised Premises provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants in the building. Such fixtures, additions, or structures so placed in or upon or attached to the demised Premises shall be and remain the property of the UNDP and may be removed therefrom by the UNDP prior to or within a reasonable time after the term of this Lease Agreement expires or is terminated in accordance herewith;

(b) Where minor alterations, renovations or additions are made on the demised Premises, the UNDP, at the request of the Lessor, shall restore the demised Premises to the same condition as that existing at the time of entering upon the same under this Lease Agreement, reasonable wear and tear and damage by the elements or by circumstances over which the UNDP has no control, excepted. If the Lessor requires such restoration, the Lessor shall give written notice thereof to the UNDP not less than thirty days before the expiration or termination of this Lease Agreement.

(c) Where, with the prior written consent of the Lessor, major alterations, renovations or additions are made on the demised Premises, the UNDP shall not be under any obligation to restore the demised Premises to the state and conditions existing prior to entering upon the same under this Lease Agreement. Such consent shall be set forth in writing and shall contain provisions on the amortization or compensation of the expenses either through offsetting the expenses against rental payments, or payment for their fair market value.

13. The UNDP shall not transfer, assign or sublet the demised Premises or any part thereof, except to other units, organs or bodies of the United Nations or Specialized Agencies within the United Nations system, without the written consent of the Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer or assignment, said consent shall have the legal effect of releasing and discharging the UNDP from its obligations under this Lease Agreement as of the date of the transfer or assignment.

14. Should the house or any part thereof be damaged by fire or any other cause, this Lease Agreement shall, in case of total destruction of either the house or the demised Premises, or upon either the [house] [building] or the demised Premises being rendered unfit for further tenancy or for use by the UNDP, immediately terminate and, in case of partial destruction or damage of either the [house] [building] or the demised Premises, shall terminate at the option of the UNDP upon giving notice in writing to the Lessor within thirty days after such fire or partial destruction or damage. In the event of termination of this Lease Agreement under this paragraph, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should the UNDP elect to remain on the demised Premises rendered partially untenable, it shall have the right to a proportionate rebate or reduction of the rent payments. In such circumstances, the Lessor shall promptly undertake the repairs or permit the UNDP to undertake the repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall contain a provision authorizing the UNDP to offset the expenses incurred on Lessor's behalf against the monthly rent.



15. In the event of interruption or curtailment, whether due to strikes, mechanical difficulties or other causes, of any service maintained or required to be maintained in the house, or the demised Premises, the Lessor undertakes to take such measures as may be necessary in the circumstances to restore the service without undue delay. The UNDP shall have the right to a proportionate abatement of rent during the period of such interruption or curtailment.

16. In the event the Lessor fails to substantially fulfil any of the terms and conditions of this Lease Agreement, and without prejudice to any other remedy which the UNDP may have for such failure, the UNDP shall have the right either to terminate this Lease Agreement without prior notice and/or, at its option, to take any other measures which it may deem necessary, to establish the conditions contemplated by this Lease Agreement and at the entire cost and expense of the Lessor.

17. Without prejudice to any other rights available to the against the Lessor, and notwithstanding any provision of this Lease Agreement to the contrary, should this Lease Agreement be terminated for any reason prior to the ending date set forth in Article 1 or any extension thereof, the Lessor shall refund to the UNDP the balance of any advance payment after having deducted the rent **corresponding to the period of the UNDP's actual occupancy of the demised Premises.** **Such refund shall be affected on the date the UNDP vacates the demised Premises.**

18. Insurance:

- a) If the Leased Premises or any other part of the Premises is damaged by fire or any other casualty resulting from any act of negligence of the Lessee or any of the Lessees agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and Lessee shall be responsible for the costs of repair not covered by Insurance.
- b) Lessor shall maintain fire and extended coverage on the leased Premises in such amounts ,as Lessor shall deem appropriate,
- c) UNDP shall be responsible, at its expense, for fire and extended coverage insurance on its own property, equipment and furnishings in the demised Premises.
- d) UNDP and Lessor shall , each at its own expense, maintain a policy or policies of comprehensive general liability insurance in respect to the respective activities of each in the Premises, Lessor shall not be required to maintain insurance against thefts within the leased Premises or the Building.
- e) The UNDP shall be responsible for dealing with any tort claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the demised Premises. The Lessor acknowledges and agrees that the UNDP shall self-insure against such risks.

19. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Lease Agreement or the breach, termination or invalidity thereof through negotiation, conciliation or other modes of amicable settlement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall be undertaken in accordance with the UNCITRAL Conciliation Rules then obtaining. If the Parties fail to resolve the



dispute, controversy or claim amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, either party shall submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

20. Nothing contained in this Lease Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by the UNDP, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character or otherwise.

21. The UNDP undertakes to pay the stamp duty on this Lease Agreement and shall provide Exemptions on Taxes if any from the Tanzania Revenue Authority.

22. This Lease Agreement has been prepared in 22 Paragraphs and 1 Annex, which are integral part of this Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

Lessor

Aminmohamed Janmohamed

28 August 2013

Title: Director
Jan Bros Investments Limited

JAN BROS INVESTMENTS LTD. Date
P. O. Box 65468
DAR-ES-SALAAM

Mr. Titus Osundina

Title: Deputy Country Director (O)
United Nations Development Programme

28 August 2013

Date



Annex A

Services to be provided by the Lessor at no additional cost to the UNDP referred to under Paragraph 8 of the Lease Agreement.

- (1) Adequate air conditioning, during the whole period of tenancy.
- (2) Toilet facilities, including necessary sewage facilities;
- (3) Provision for access to the demised Premises on all days and at all times and hours, whether business days or hours or otherwise;

