

LEASE AGREEMENT

BETWEEN

THIS LEASE AGREEMENT is made this 24th day of July 2020.

MRS. BENEDICTOR F. MSHOTE an adult person of sound mind of P.O.BOX 9004, Dar es salaam, (hereinafter called the lessor which expression shall include her assigns and successors in title) of the one part;

AND

HELPDESK ENGINEERING TANZANIA LIMITED a limited liability company incorporated in Tanzania of P.O.BOX 40626 Dar es Salaam, (hereinafter called the Lessee which expression shall include its assign and successors in title) of the other part.

WHEREAS the Lessor is the lawful owner of all that land described as plot No.148, Haile Selassie Road, Oysterbay, Dar es Salam, (hereinafter the Demised Property) and is desirous and willing to let the same to the lessee for the purpose of garage and car rental business.

AND WHEREAS the lessee is desirous to lease the above described demised property from the lessor for a lease of **FIVE YEARS** on terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESSTH as follow;

1. Demised Property

The leased property is part of that land (which is approx. 1000 square meter left side behind MAK SOLUTIONS LTD which is also adjacent to the main house on the right-hand side, including the rear store which is approx. 24 square meter) described as Plot No.148 Haile Selassie Road, Oyster bay, Dar es Salam, Tanzania.

2. Lease Term and Renewal

The lease term shall be **FIVE YEARS (5)** years commencing from the **1st day of August 2020 up to the 31st day of July, 2025** and the parties may renew the same upon mutual agreement.

3. Rent

3.1 During the lease period granted herein the lessee shall be paying a monthly rent of United States Dollar (**USD**) **Two Thousand Two hundred (\$2,500) gross** before deductions of withholding tax payable in advance for a period of every six months.

4. Lease Purpose

The lessor for Commercial and residential purpose is leasing the demised property to the lessee. The lessee is strictly prohibited to carry on in the demised premises any illegal business.

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5. Covenants with the lessor

The Lessee hereby covenants with the Lessor as follows:-

- (a). To keep the demised premises in good and habitable condition.
- (b). Not to do or allow to be done in the demised premises anything, which may be or become a breach of conditions of the Lessors right of Occupancy over the premises or a contravention of any law, by law regulations or rules governing the same.
- (c). To pay 10% withholding Tax to the commissioner for income tax, deductive directly from the annual rent & to provide receipt of payment to the landlord
- (d). Not to sign, sublet or part with the possession of all or any part of the demised premises without the written consent of the Lessor
- (e). To pay for the electricity, telephone, water and other charges consumed on the demised property.
- (f). To permit the lessor, agents and or workmen at all reasonable times of the day to enter the premises in order to view and examine the state and condition thereof provided that the lessor give reasonable notice of her intention to do so.
- (g). To pay service charge imposed by the City, Municipal or District Authority such as garbage collection and sewerage connections attributable to the demised property during the lease period.
- (h). To let the lessor exercise her reserved right of entry on failure by lessee to pay agreed rent or charge of lease purpose as provided herein.
- (i). To hand over the demised property in a fairly good order and sufficient repair and fit for the purpose at the end of the lease term or on termination of the same, reasonable wear and tear accepted.

6. The Lessor Covenant with the Lessee

The Lessor hereby covenants with the Lessee as follows:-

- (a). To pay and discharge all land rent and property taxes in respect of the demised premises.
- (b). To let the Lessee paying the hereby reserved observing and performing all his obligations under the Agreement to quietly and hold and enjoy the demised premises during the lease term hereby created without and unlawful interruption by the lessor or any person rightfully claiming under or in trust for her.

7. Termination of the Lease Agreement

7.1. Only under extreme and valid circumstances can either of the party may terminate the lease upon giving a written notice of (3) three months in advance. Any rent paid in advance for any period beyond the period of notice shall be refunded to the lessee within 30days from the termination date.

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7.2. The lease is subject to renewal for another period on terms and conditions to be agreed upon between the parties by the lessee giving the lessor a prior notice of three (3) months of its intention to renew it.

7.3 Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.

8. Effective and Commencement Date

The lease agreement shall become effective from the date of 1st August 2020

9. Waiver

Failure on the part of the lessor or lessee to insist on the terms and conditions contained herein shall not constitute or be construed as waiver or relinquishment of the Lessor or Lessee rights thereafter to enforce any such term or conditions but the same shall continue in full force.

10. Stamp Duty and Other Charges

Stamp duty, if the lessor shall pay any, registration fees and other expenses in connection with the preparation of this agreement, save for the legal fees, which shall be borne by the lessee.

11. Assignment

Either party can assign this agreement to his nominated subsidiary and or assignee, subject to seeking and obtaining written consent of the other, which consent should not be unreasonably withheld

12. Governing Law and Dispute Settlement.

The parties herein agreed to be bound by this agreement, which shall be governed and interpreted in accordance to the laws and the courts o Tanzania. In event of any dispute, which the parties may fail to amicably resolve, the same should be referred by an aggrieved or interested party to court of competent jurisdiction for determination.

13. Entirety of the agreement

This is the entire Agreement between the parties herein, and shall supersede any other written or oral agreement, negotiations representation or understanding not contained in this agreement.

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

SIGNED and DELIVERED at DAR ES SALAAM

By said **MRS. BENEDICTA F MSHOTE**

Who is known to me personally/identified to me by

.....
.....

LESSOR *Bntc*

The latter being known to be personally in my presence thisday of.....2020

Bntc

Witness

Name.....

Signature.....

Post Address.....

Qualification.....

Witness

Name..... *A. Ashote*

Signature..... *Ashote*

Post Address..... *9004 DSM*

Qualification.....

SIGNED and DELIVERED at DAR ES SALAAM with the

Common seal of

HELPDESK ENGINEERING TANZANIA LTD

And DELIVERED in our presence at

Dar es Salaam this..... day of..... 2020



Witness

Name..... *P. P. P. P. P.*

Signature..... *P. P. P. P. P.*

Post Address..... *P.O. Box - 23250*

Qualification.....

Witness

Name.....

Signature.....

Post Address.....

Qualification.....

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