

**LEASE AGREEMENT**

**MWANAMBOKA HAULIERS LTD**

**AND**

**KAYEN INVESTMENTS LTD**

Certified as true copy  
of the original  
*[Signature]*  
JULIUS NDAMBI  
ADVOCATE 03/11/2020

DATED THIS ... 30<sup>th</sup> ... DAY OF ... SEPTEMBER ... 2020

Tenant: *[Signature]*


Landlord: *[Signature]*

**THIS LEASE AGREEMENT** is made and effective this 01<sup>st</sup> November, 2020 **BETWEEN MWANAMBOKA HAULIERS LTD** of P.O. Box Number 6880, Dar Es Salaam ("the Landlord") and **KAYEN INVESTMENTS LTD** of P.O. Box Number 33430, DAR ES SALAAM ("The Tenant").

Articles of Agreement as follows:

1. **PREMISES:** Landlord hereby rents to the Tenant and the Tenant accepts in its present condition at the building complex of the following address: **Plot No.10, Shekilango Road, Kinondoni, Dar Es Salaam City (Premises).**
2. **TERM:** The term of this Lease shall start on 01<sup>st</sup> November, 2020 and end 30<sup>th</sup> October, 2025. In the event that the Landlord is unable to provide the Premises on the exact date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for delay in providing the Premises.
3. **USE OF PREMISES:** The premise shall be used and occupied by Tenant exclusively as the offices of tenant. Tenant shall comply with all health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities, if any, with respect to the premises.
4. **RENT:**
  - A. Monthly rental charge of shall be **TZS 250,000** per month. Six Months Rent is Payable at **TZS 1,500,000/- VAT EXCLUSIVÉ. (TZS ONE MILLION FIVE HUNDRED THOUSAND ONLY).**
  - B. Landlord bares the entire responsibility for paying to the relevant legal taxing authorities, any and all taxes due on the property.
  - C. At the time of renewal, any proposed annual rental rate increases shall be agreed to in writing by both parties and shall be attached to this Lease Agreement as an addendum.
5. **CONDITIONS OF PREMISES**
  - A. Tenant agrees that Tenant has examined the Premises, including all grounds; buildings, and that they are, at the commencement of this Lease, in good repair, safe, clean and in tenantable condition.
  - B. Landlord and Tenant agree that a copy of the "Joint Inspection" will be attached to this Lease to reflect the condition of the Premises at the commencement of Tenant's occupancy, of which the original is maintained by the Landlord and a copy provided to the Tenant.
  - C. At the expiration of this Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, except reasonable wear and tear, and damages by the elements.
  - D. Prior to Tenant's surrender of the premises, the Landlord and Tenant shall jointly inspect the residence not less than one month prior to the expiration of the Lease. Tenant shall, at Tenant's sole expense, make all required mechanical, electrical fixtures as well as floors, ceilings, walls whenever damage to such items has resulted from Tenant's misuse, abuse or neglect or that of Tenant's agents or visitors.

Tenant: 

Landlord:  .....

**6. ASSIGNMENT AND SUBLETTING:**

- A. Tenant shall not reassign this Lease, or sublet or grant any concession or license to the use of the Premises or any part of the Premises, without Landlord's prior written consent.
- B. Any reassignment, subletting, concession, or license without prior written consent of Landlord or reassignment or subletting by operation of law, shall be void and, at Landlord's option, shall terminate this Lease.

**7. ALTERATIONS AND IMPROVEMENTS:**

- A. Tenant shall make no permanent structural alterations to the Premises, nor construct any building, nor make other permanent improvements without prior written consent of Landlord.
- B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

**8. DAMAGE TO PREMISES:**

If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's agents or visitors there shall be an abatement of rent corresponding with the time during which, and the extent to which, the residence is uninhabitable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be pro-rated up to the time of the damage.

**9. DANGEROUS MATERIALS:**

Tenant shall not keep or have on or around the Premises any article or thing of a prohibited or illegal nature including dangerous, inflammable, or explosive materials that might unreasonably increase the danger of fire on or around the premises or that might be considered hazardous. Tenant may keep a supply of fuel and oil on the premises sufficient to serve as reserve for Tenant vehicles and generator.


**10. UTILITIES:**

Tenant shall be responsible for arranging and paying for electricity and waste disposal services required on the Premises. Landlord shall pay for water and sewerage services.

**11. MAINTENANCE AND REPAIR:**

- A. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Premises in good order. Tenant shall, at Tenant's sole expense, make all required repairs to the mechanical and electrical apparatus, device and systems, floors and ceilings and walls whenever damage to such items has clearly resulted from Tenant's misuse, abuse or neglect or that of Tenant's agents or visitors.
- B. Tenant agrees that no permanent signs shall be placed or external painting done on or about the Premises by Tenant without prior consent of Landlord.
- C. Tenant agrees to promptly notify Landlord of any damage to, defect in or destruction of the Premises, or the failure of any of the Landlord's appliances or mechanical systems:

Tenant: 

Landlord:  .....

D. Except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord will make its best efforts to repair or replace such damaged and defective area, appliance or mechanical system within 48 hours of notification, or within a time frame negotiated with Tenant. When serious repairs or maintenance is required, Landlord shall inform Tenant of the time required to complete such repairs and/or maintenance, and shall make all efforts to complete the work within the agreed time frame.

**12. RIGHT OF INSPECTION:**

Landlord and Landlord's agents shall have the right at all reasonable time, and by giving Tenant 24 hours prior notice, during term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the premises and and/or making any repairs to the premises or other items as required under this Lease. Landlord shall indemnify and hold Tenant and its employees harmless for any injury affecting third parties entering the Premises upon invitation of the Landlord.

**13. DISPLAY OF SIGNS:**

During the last thirty days of this Lease, Landlord or Landlord's agent may display "For Rent" "Vacancy" or similar signs on or about the premises and enter to show the Premises to prospective tenants.

**14. SURRENDER OF PREMISES:**

- A. At the expiration of this Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, except reasonable wear and tear and damages by the elements.
- B. Prior to Tenant's surrender of the premises, the Landlord and Tenant shall jointly inspect the Premises. The Tenant agrees to make any necessary repairs as per the terms of section 11.A. above.

**15. RISK/ FORCE MAJEURE:**

- A. Except for failure to pay any sum that has become due, neither party shall bare responsibility for the complete or partial non-fulfillment of any of its obligations in the case of Force Majeure, as may be defined by the Government of Tanzania. It is also agreed that the following will be contractually considered to be cases of Force Majeure: Natural Disasters, strikes, acts of war, civil unrest, riots, acts of government, or other circumstances beyond the parties' control. Any such act impacting upon the terms of this Lease shall be communicated by the affected party with knowledge of such act to the other Party in writing as soon as practicable.
- B. Should Circumstances causing Force Majeure be of a temporary nature and not cause any hindrance to either Party to fulfill the provisions of this Lease, then the affected party shall complete the performance of its obligations under this Lease.
- C. In the case of Force Majeure, the Landlord shall not obligate the Tenant to pay any penalty or penalties to the Landlord or any third party for losses incurred (material or financial) at, or damage done to the Premises during the period of the Force Majeure.
- D. Should the Government of Tanzania expel Tenant from the country, for whatever reason, this Lease shall immediately become void, and the Landlord shall not oblige tenant to pay any penalty or penalties to the Landlord or any third party for losses incurred (material or financial).

Tenant:.....

Landlord:.....

**16. INSURANCE:**

- A. Landlord is responsible for insuring the Premises against damage caused by fire, flooding, war, civil unrest, etc., and for other damage attributable to Force Majeure as listed in section 15.A.
- B. Tenant acknowledges that Landlord will not provide insurance coverage for tenant's personal property, whether by theft, fire, Force Majeure or any other cause.

**17. SECURITY:**

Tenant shall be responsible for security of the Premises during the life of this Agreement.

**18. EARLY TERMINATION:**

- A. Tenant may terminate this Lease within 90 days prior written notice given to the Landlord.
- B. **Failure for tenant to pay rent one month prior to rental due date will automatically terminate the contract. This means that the tenant shall return the keys to the landlord. Failure to do so, will result in legal action.**
- C. In the event of early termination of this Lease as stipulated in section 20 below, and once the Premises has been inspected as per the terms of section 12 Above, the Landlord shall refund the tenant any unutilized portion of rent paid in advance.

**19. GOVERNING LAW:**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Tanzania.

**20. ENTIRE AGREEMENT:**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by writing signed by both Landlord and Tenant.

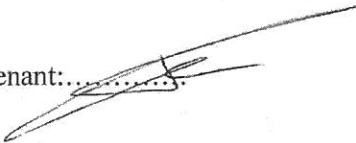
**21. NOTICES:**

Any notice required or otherwise given pursuant to this Lease shall be in writing, hand delivered, mailed certified return receipt requested, postage paid, if to tenant, at the residence and if to Landlord, at the address for payment of rent.

**22. DISPUTE RESOLUTION:**

Conflict related to the execution or interpretation of this Lease shall be settled amicably. Should the parties be unable to reach an amicable agreement, contentions will be brought before local legal authorities.

Tenant:.....



Landlord:.....



IN WITNESS WHEREOF the Landlord and Tenant have respectively hereto executed this Lease Agreement the day and year first above written.

SIGNED AND DELIVERED by the said  
MWANAMBOKA HAULIERS LTD (LANDLORD)

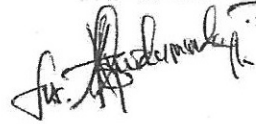
MWANAMBOKA HAULIERS LIMITED  
P. O. BOX 6880  
DAR-ES-SALAAM

<sup>TR</sup>  
.....<sup>30</sup> day of SEPTEMBER..... 2020

Name: SALUM SAAD ALLY

Postal Address: P.O.BOX 6880

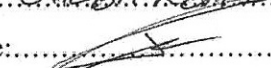
DAR ES SALAAM



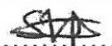
LANDLORD

Designation: Managing Director

SIGNED, SEALED with the COMMON SEAL OF KAYEN INVESTMENTS LTD (TENANT) at Dar Es Salaam and in our presence this 7.....day of ~~October~~ 2020

Name: FRANCK CHABLAT  
Address: G. H. B. A. ROAD - DSM  
Signature:   
Designation: MD


Witnessed By


Name: SEWE JAMES  
Address: .....  
Signature:   
Designation: DIRECTOR

TENANT



Tenant: 

Landlord: 

Certified as true copy  
of the original  
  
JULIUS NDAEMI  
ADVOCATE 03/11/2020

TANZANIA

Land Form 51

# CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

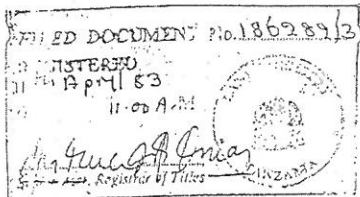
Title Number: 18628/3

Land Office Number: 71445

Land: PLOT NO. 10 BLOCK 147 KIJITONYAMA, DAR ES SALAAM CITY. *2/12*

*SERVICE INDUSTRY*

Term: NINETY NINE YEARS



L.O. NO. 71445.

L.D. NO. 103362.

CERTIFICATE OF OCCUPANCY

The

29<sup>th</sup> day of March

One thousand nine hundred and eighty-three;

TITLE NO. 186289/3

THIS IS TO CERTIFY THAT ABASLOM GEORGE VANCHASASI of P.O. BOX 19621, DAR-ES-SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety-nine years from the first day of October, One thousand nine hundred and eighty-two according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1983, shall thereafter pay rent of two thousand and four hundred shillings (Shs:2,400/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1993, 2003, 2013, 2023, 2033, 2043, 2053, 2063 and 2073 or within three years thereafter in each case.

2. The Occupier shall:-

- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by The Dar es Salaam City Council (hereinafter called "the Authority");
- (ii) By the thirty-first day of March, 1985 submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of September, 1985;
- (v) At all times during the term after the thirtieth day of September, 1985 have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

- (ii) An amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the right;
- (iii) Such sum as the Director shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before, during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

7. Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for service industrial purposes. Use Group 'M' Use Class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in public interest.

**SCHEDULE**

*Service Industry*

ALL that land known as Plot No. 10 Block 47 Mijitonyama, Dar es Salaam City containing Two thousand and fifty-four (2054) square metres shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plans numbered 19531 deposited at the Office of the Commissioner for surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.




DIRECTOR OF LAND DEVELOPMENT SERVICES

I, the within-named ABSALOM GEORGE VANQUISASI hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ABSALOM GEORGE VANQUISASI who is known to me personally/identified to me by Ali Khelele the latter being known to me personally in my presence this day of February 1983.

Signature: *[Signature]*  
 Postal Address: *[Address]*  
 Qualification: *Senior Land Officer*



NOTE  
 This document is subject to the provisions of the Survey and Mapping Act and Regulations and the Director of Land Development Services and the Commissioner for Surveys and Mapping respectively.

THE LAND REGISTRATION ORDINANCE

(CAP 534)

CT NO. 186289/3

IN CONSIDERATION of the sum of shillings One Hundred and Twenty five Thousand (shs.125,000/-) I, ABSALOM GEORGE VANGUISASI of P.O. Box 19621 Dar es Salaam, HEREBY TRANSFER to SEIF SALUM SAAD of P.O. Box 6880 Dar es Salaam the Right of Occupancy registered under the above reference

SIGNED and DELIVERED by the said )  
ABSALOM GEORGE VANGUISASI who is )  
known to me personally/Identified )  
to me by [Signature] )  
the latter being known to me )  
personally this 18<sup>th</sup> day of )  
November 1984

[Signature]  
ABSALOM GEORGE VANGUISASI

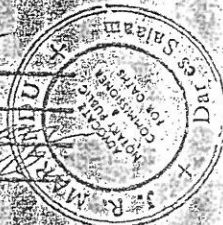
SIGNATURE [Signature]  
POSTAL ADDRESS [Address]  
QUALIFICATION [Qualification]



SIGNED and DELIVERED by the said )  
SEIF SALUM SAAD who is known to )  
me personally/Identified to me )  
by [Signature] the latter )  
being known to me personally this )  
2<sup>nd</sup> day of NOVEMBER 1984

[Signature]  
SEIF SALUM SAAD

SIGNATURE [Signature]  
POSTAL ADDRESS [Address]  
QUALIFICATION [Qualification]



DRAWN BY:

M. A. Ismail  
Advocate  
P.O. Box 1553

TANZANIA STAMP DUTY ACT  
Stamp Duty Shs. 70/- Paid  
on original Receipt No. 386102  
of 18-10-82  
*A. K. M. A. Omer*  
Stamp Duty Officer

TANZANIA STAMP DUTY ACT  
Stamp Duty Shs. 20/- Paid  
and Revenue receipt No. 386102  
of 18-10-82 Issue  
*A. K. M. A. Omer*  
Stamp Duty Officer

THE LAND REGISTRATION ORDINANCE

(CAP 334)

OT NO. 186289/3

IN CONSIDERATION of the sum of shillings One Hundred and Twenty five Thousand (shs.125,000/=) I, ABSALOM GEORGE VANGUISASI of P.O. Box 19621 Dar es Salaam, HEREBY TRANSFER to SELF SALUM SAAD of P.O. Box 6880 Dar es Salaam the Right of Occupancy registered under the above reference

SIGNED and DELIVERED by the said ABSALOM GEORGE VANGUISASI who is known to me personally/Identified to me by [Signature] the latter being known to me personally this 15<sup>th</sup> day of November 1984

[Signature]  
ABSALOM GEORGE VANGUISASI

SIGNATURE [Signature]  
POSTAL ADDRESS [Address]  
QUALIFICATION [Qualification]



SIGNED and DELIVERED by the said SELF SALUM SAAD who is known to me personally/Identified to me by [Signature] the latter being known to me personally this 21<sup>st</sup> day of November 1984

[Signature]  
SELF SALUM SAAD

SIGNATURE [Signature]  
POSTAL ADDRESS [Address]  
QUALIFICATION [Qualification]



DRAWN BY:  
M. A. Ismail  
Advocate  
P.O. Box 1553