

**THE LAND REGISTRATION ACT (CAP. 334)
LEASE AGREEMENT**



THIS AGREEMENT is made:

BETWEEN

Yeslam Saeed & Sons, of P.O. Box 77000, Dar es Salaam, (hereinafter referred to as the "**Landlord**") of the one part.

AND

Hotait Group Limited, of P.O. Box 21863, Dar es Salaam, Tanzania (hereinafter referred to as the "**Tenant**") of the other part.

WHEREAS:

- A. The Landlord has agreed to lease to the Tenant the Godown, offices and the accommodation on **Plot No. 6 Section A**, situated in **Kurasini, Dar es salaam** (Hereinafter called "**The demised premises**" or "**the premises**")

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1.0 TERM OF THE TENANCY

The period of tenancy herein referred to as the contractual period shall be **three years** starting from **18th April 2020** to **17th July 2023** with an option for renewal prior to the expiration of the lease period on the terms and conditions stipulated herein after.

2.0 RENT PAYABLE

- 2.1 The rent payable per month for the lease is **TZS 2,000,000 (Two Million Tanzanian Shillings)**.
- 2.2 The rent shall be paid in cash or cheque

THE LESSEE HEREBY COVENANTS WITH THE LESSOR DURING THE TERM HEREBY CREATED AS FOLLOWS;

1. To pay for water and electricity used and charged during the term of the lease.
2. Not to assign sublet or part with the possession of the premises or any part or parts thereof under any reason or circumstances whatsoever.
3. To use the premises as a ware house, industry, accommodation and offices.
4. To keep the premises including all doors, walls, ceilings, windows, locks and all fittings and fixtures therein or thereon well and sufficient clean and in good conditions, reasonable wear and tear accepted.
5. Not to cut, main or injure any of the timbers of the demised premises and assets or suffer or permit the same to be done save as it may be reasonable required
6. Not to make any alterations in or additions or paint exposed timbers on the walls in the demised premises without the written consent or the Lessor of which consent shall not be unreasonable withheld or delayed.
7. To allow the Lessor to inspect the premises upon a three day written notice being served on the Lessee by the Lessor

THE LESSOR HEREBY COVENANTS WITH THE LESSEE DURING THE TERM HEREBY CREATED

1. During the continuance of the said term to keep the exterior portions of the premises in good repairs and remedy major structural faults affecting the convenient and proper use or occupation provided that such faults are not attributable to negligence on the part of the Lessee.
2. While the lease is in force not to sell, assign transfer, lease or otherwise dispose the demised premises.
3. That all machinery which will be installed by the Lessee in the demised premises shall remain the property of the Lessee and the Lessee will have the right to remove the same on the expiration of the lease or any time before the lease expires at the cost of the Lessee.

4. That the Lessee paying the rent herein-before reserved and performing and observing the several covenants and conditions on his behalf hereinbefore reserved and contained shall enjoy peaceful and quiet possession of the demised premises during the term hereby created without disturbance or hindrance from the Lessor or any person claiming through under or in trust of the Lessor.
5. That the le or shall pay the land rent for the demised property.
6. All disputes that shall arise between the parties shall be referred to a Court of law having competent jurisdiction to determine the dispute.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

SEALED with the **COMMON SEAL/STAMP** of }
 the said **MEHSEN YESLAM**
 in our presence this day of

Names: MEHSEN/YESLAM
 Signature: *Mehsen*
 Postal Address: 97000 DSM
 Designation: Landlord.

SEALED with the **COMMON SEAL/STAMP** of }
 the said **HOTAIT GROUP LIMITED** in our presence
 this day of

STAMP DUTY
 240,000/- Collected
 RECEIPT NO. 22051644 11-05-2016
 Hamze
 General Manager - Finance

Names: Hamze Hotait
 Signature: *Hamze*
 Postal Address: 21363 DSM
 Designation: Director.



W.H 10% = 2,000,000 x 3 x 10% = 600,000
 C.T 1% = 2,000,000 x 12 x 1% = 240,000