

LEASE AGREEMENT

THIS LEASE AGREEMENT

Made this 10th day of December, 2020



BETWEEN

KARIM ALIBHAI
(Trading as **SHOPPERS PLAZA**)
of P.O Box 105383, Dar Es Salaam
(Hereinafter called the **Lessor**, which expression shall include his assigns and successors in title)

OF THE FIRST PART

AND

SENDAN LIMITED,
P.O.BOX: 38315
DAR ES SALAAM

(Hereinafter referred to as the **Lessee**)

OF THE OTHER PART

1. **WHEREAS**

The **Lessor** is desirous of letting on lease a shop unit numbered **10 (TEN)** more particularly delineated and shaded on the sketch plan of the lease premises annexed schedule "A" situated on **Plot number 489/490/491 Regent Estate, Mikocheni, in the city of Dar Es Salaam** herein referred to as the **Demised Premises**,

AND

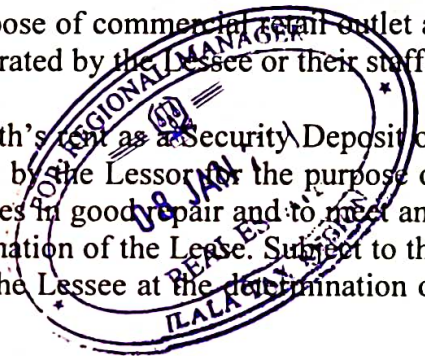
The **Lessee** agrees to take the Demised Premises on lease from the Lessor for the commercial purposes and for the purpose of merchandising products detailed in the schedule herein annexed and marked schedule "B",

AND

The Lessee agree to hold the same for a term of **Twenty Four** months effective **1st Day of January, 2021** YIELDING AND PAYING THERE OF during the first term a monthly fixed rent of **US\$ 1800/- (US\$ Eighteen Hundred only)** (exclusive VAT) payable **quarterly** in advance by cash or cheque drawn on a Bank in Tanzania (All Payment shall be make in TSH as per BOT Rate).

2. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-**

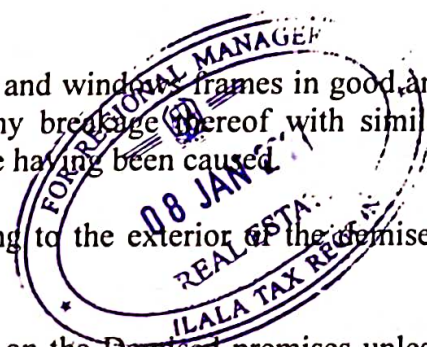
- 2.1 To use the said Demised premises only for the purpose of commercial retail outlet as particularly described in schedule "B" and to be operated by the Lessee or their staff.
- 2.2 To pay to the Lessor a sum equivalent to Two month's rent as a Security Deposit on signing of the Lease which will be held on account by the Lessor for the purpose of guaranteeing payment for return of Demised premises in good repair and to meet any utility bills left unpaid by the Lessee on the determination of the Lease. Subject to the above provision, the deposit will be refundable to the Lessee at the determination of the Lease.
- 2.3 To promptly pay quarterly in advance the RENT hereby reserved on or before the due fourteen days from the date of invoice without any deductions whatsoever whether demanded or not. The delayed payments would attract a simple interest of 2% per month.
- 2.4 To pay to the Lessor a sum of Tanzania Shillings one hundred thousand (100,000) for the purpose of a **TELEPHONE** exchange line connected to the distribution point (excluding the telephone instrument unit). if required.
- 2.5 To pay to lessor together with the rent a **SERVICE CHARGE** of **Tsh. 300,000/- (Tanzania Shillings Three Hundred Thousand only)** exclusive of VAT per calendar month for the purpose of defraying the cost of the Lessor's covenants under clause relating to the upkeep and maintenance of the common areas used by the tenants and customers of the **SHOPPERS PLAZA** complex.
- 2.6 To pay advocate's fees and stamp duty if applicable in respect of preparation and registration of the Lease.



A

A

- 2.7 To comply with all the by-laws, rules and regulations of any Government or Local authority affecting the business of the Lessee and to obtain or cause to be obtained all requisite approvals in the name of the Lessee including all Licenses and authorizations to carry on its business at the premises.
- 2.8 To use the Demised premises exclusively as a shop for the sale of the Lessee's business described in Schedule "B" and merchandises only those items relating to the Lessee's business.
- 2.9 To park the Lessee's vehicle in the tenant's park provided by the Lessor and not in the customer's car park.
- 2.10 To keep the Demised premises clean and tidy at all times and not to allow any litter to be deposited upon any parts surrounding the Shoppers complex other than in the receptacles provided for garbage disposal by the Lessor. To provide at the Lessee's own cost adequate waste bins for disposal of waste inside the Demised premises.
- 2.11 Not to obstruct, block, damage or in any way hinder free passage along the shop unit, stairs, access ways, passages and the free and uninterrupted access to the bin stores and other service areas.
- 2.12 To keep the Demised premises; including all doors and window frames in good and substantial repair and condition and to replace any breakage thereof with similar quality of materials within seven days of the damage having been caused.
- 2.13 Not to place or affix or cause to be fixed any thing to the exterior of the demised premises without prior consent of the Lessor.
- 2.14 Not to place or affix or cause to be fixed any sign on the Demised premises unless approved by the Lessor.
- 2.15 Not at any times during the term of the lease to make any structural alterations or additions or otherwise to the Demised premises or any part of the complex without written consent of the Lessor or install or connect any electrical apparatus which might endanger or overload the electrical installation of the Demised premises or any part thereof and not to cut or maim or otherwise remove any of the walls, beams, columns or other structural part thereof and not to tamper with any plumbing or electrical system PROVIDED ALWAYS that the Lessee shall at its own cost and subject to prior consent of the Lessor in writing erect such grills and partitions as required and the Lessee shall make good to the satisfaction of the Lessor all damages occasioned by installing or removing the same.
- 2.16 To permit the Lessor or his agent at all reasonable times during the terms of the Lease, with or without workmen or others, to enter upon and examine the condition of the demised premises in the case of the same being found to be defective or out of repair to leave notice in writing on the Demised premises of such defects for which the Lessee is liable under the provisions of paragraphs 2.11 and 2.14 thereof.



A

M

- 2.17 To permit the Lessor or his agent with all necessary workmen and appliances at all reasonable times after prior notification to the Lessee to enter upon the Demised premises to execute repairs under the Lessor's covenants hereinafter contained.
- 2.18 To provide to the Lessor a list of all employees with one passport size photograph of each employee and notify any changes within seven days from the date of the change giving full particulars and photograph.
- 2.19 Not to sublease, transfer, assign, sell or part with the benefit of this lease or part thereof to any third party without prior written consent of the Lessor at his absolute discretion which consent shall not be unreasonably withheld.
- 2.20 Not to take upon, keep, place, or store any dangerous or inflammable materials in the Demised premises and not to do or permit to be done in the Demised premises or any part thereof anything which may be or may become a nuisance, annoyance, damage or inconvenience to the Lessor, neighbors or occupiers of the other premises or in any way interfere with quiet enjoyment and comfort of the Lessor or other neighbors, or cause the Lessor's insurance to be invalidated.
- 2.21 At the determination of the term hereby created to quietly yield up the demised premises together with all fitting fixtures in such good tenantable repair and condition as shall be in accordance with the covenants in that behalf on the part of the Lessee herein contained.
- 2.22 The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located on the Leased Premises.
- 2.23 If the Leased Premises or any other part of the Property or Building is damaged by fire or other casualty resulting from any act of negligence by the Tenant or by any of the Tenant's agents, employees or invitees, the Rent shall not be diminished or abated while such damages are under repair, and the Tenant shall be responsible for the costs of repair not covered by insurance.
- 2.24 The Tenant shall not do anything in or bring anything on to the Leased Premises or the Property as a result of which the insurance against fire or other damage to the Leased Premises or the Property or the individual units in it (including the Leased Premises) or any adjoining property of the Lessor becomes void or voidable or the premiums increase.
- 3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-**
- 3.1 To keep the roof, main walls of the Demised premises, electrical wiring and electrical apparatus comprised in and forming part of the electrical circuits, drains, septic tanks, pipes carrying the same in good and tenantable repair and condition.
- 3.2 To pay land rent and all other government and local authority taxes, levies or charges existing in respect of the premises.



- 3.3 To provide a security system comprising of security lights and guards but the Lessor shall not accept responsibility for any theft or damage of the Lessee's property due to breach or failure of the security system or for any other reason whatsoever.
- 3.4 To upkeep the entire property in common with all tenants and to collect appropriate service charge from the tenants.
- 3.5 To permit the Lessee paying rent hereby reserved and performing and observing the hereby agreed covenants and conditions hereby contained or implied and on his part to be performed and observed peacefully and quietly to possess and enjoy the Demised premises during the term created without any interruption or by the Lessor or any person rightfully claiming from under it.
- 3.6 To keep the premises insured at all times against fire and other perils but the insurance shall not cover the Lessee's property or indemnity required to be covered by the Lessee.

4. PROVIDED ALWAYS THAT, AND IT IS HEREBY DECLARED AS FOLLOWS:-

- 4.1 The minimum opening times of all shop premises shall be between the hours of 9.00 hours and 17.30 hours.
- 4.2 If the rent, service charge or any other dues hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming due and payable (whether formally demanded or not) and if there shall be any breach, non performance or non observance by the Lessee of any part of the covenants and conditions herein before contained and on its part to be observed, then in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the premises or any part thereof and to seize the chattels and be in possession of such till the time all the dues are recovered from the lessee in the name of the whole and thereon this Lease shall absolutely determine without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants by the Lessee herein before contained.
- 4.3 If the Lessee shall desire to determine the term hereby created he shall give to the Lessor three months notice in writing of the Lessee's intention to terminate the Agreement and on the expiry of the notice the Agreement shall determine forthwith but notice by the Lessee shall be valid only if accompanied by payment for the rent and the service charge for the unexpired term of the Lease, PROVIDED NEVERTHELESS that the Lessor may determine the same at any time and without notice should the Lessee :
 - 4.3.1 Fail to operate the shop in the premises in a diligent and efficient manner; or
 - 4.3.2 Abandon the premises or leave the same unattended or without reasonable cause not to operate the shop premises for three consecutive months.
 - 4.3.3 Fail to secure or renew its licenses or authorizations to operate a business or have its licenses revoked; or



4.3.4 Commit any act of bankruptcy or compounds with its creditors or suffer execution or distress to be levied upon its goods.

4.3.5 Sell or provide goods contrary to the agreed terms under schedule "B" or breaches any of the Lessee's covenants herein agreed.

Any determination by the Lessor under by virtue of the provisions of this clause shall be without prejudice to the Lessor's rights in respect of any antecedent breach on the part of the Lessee AND should the Lessee refuse or neglect to vacate the premises after the determination date, the Lessee will be obliged to pay damages to the Lessor at the rate of US Dollars three hundred (300) per day for every day the Demised premises are occupied by the Lessee in addition to the agreed rent payable immediately on demand.

4.4 Three months prior to the expiry of the term herein created the Lessee shall express his desire to renew the same to the Lessor in writing and the parties shall within the first three months thereof NEGOTIATE AND AGREE on the new terms and conditions of renewal and in the event of such agreement not being reached within the specified time the Lessor shall be at liberty to enter into negotiation with other prospective tenants and this lease shall terminate on the date of expiry.

5. **The Lessor** shall not accept any responsibility for any loss, injury, death or any damage whatsoever to the Lessee, his staff, clients or property on or off the demised premises through whatever cause.

6. If any **DISPUTE OR DIFFERENCE** whatsoever shall arise between the parties hereto or their respective representatives touching this agreement or any clause or thing herein contained or the construction thereof or as to any matter in any way connected therewith or arising thereat or the rights, duties or liabilities of either party in connection with the premises, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the decision of two arbitrators before entering into consideration of the matter referred to them and every such reference shall be conducted in accordance with provision of the Arbitration Ordinance (CAP.15) or any other existing statutory modifications or re-enactment's thereof.

7, Notwithstanding anything contained anywhere else in the lease agreement the Landlord reserves the right to circumvent and directly approach the court of law as recourse to any dispute to any clause contained herein.

8. **THE LESSEE** hereby agrees to accept this Lease subject to the covenants, agreements, conditions, restrictions, stipulations and provisions above set forth or referred to.



IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days and the year herein before appearing.

SHOPPERS PLAZA

LESSOR

In the presence of us this _____ Day of _____ 2020

Signature : [Signature]
Postal Address : P.O. Box 105383
Qualification : GENERAL MANAGER

SHOPPERS PLAZA
P.O. Box 105383
DAR-ES-SALAAM
TEL: 2701545/6

Signature : [Signature]
Postal Address : P.O. Box 105383
Qualification : F.C.



STAMP DUTY
Shs: 1,500/= Collecte
998420144466 09.01.21
Receipt No: _____ Date: _____
[Signature]
Regional Manager-Ilala Trx Region

SENDAN LIMITED

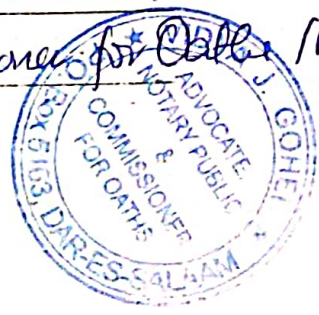
LESSEE

In the presence of us this Thurs Day of 10 DEC 2020

Signature : [Signature]
Postal Address : 38315 DSM
Qualification : DIRECTOR

SENDAN LIMITED
P. O. Box 38315
DAR-ES-SALAAM

Signature : [Signature]
Postal Address : P. O. Box 5163, DSM
Qualification : Commissioner for Oaths



Notary Public

TIN:
Copy: 1500/=
08.01.2021.

SCHEDULE 'B'

TRADING NAME SENDAN LIMITED

**SHOP UNIT 10 (TEN)
SHOPPERS PLAZA PLOT 489/490/491
REGENT ESTATE, MIKOCHE NI,
DAR-ES-SALAAM**

It is hereby agreed by the Lessee under clause 2.10 of this LEASE AGREEMENT to use the demised premises exclusively as a shop unit for the sale of the items described in this schedule

To operate and sell the following items:

SUBWAY OUTLET



Lessee

**SENDAN LIMITED
P. O. Box 38315
DAR-ES-SALAAM**

