



LEASE AGREEMENT

THIS AGREEMENT is made on this **20th** day of **January, 2020**

BETWEEN

RHODA COLITO MUNANKA of P.O. Box 5120, Dar es Salaam, Tanzania (hereinafter referred to as the "**Lessor**") of the part;

AND

DIRILIS FOOD AND COOKING OIL LIMITED of P.O. Box 13851, Dar es Salaam (hereinafter referred to as the "**Lessee**") of the part;

AND

WHEREAS THE LESSOR, is the registered owner of the piece of land described as **Plot No 983, House no.59** located at Ally Sykses Road- Mbezi Beach, Dar es Salaam, herein referred to as "**The Property**"

AND WHEREAS Lessee is desirous of renting from **Lessor** for official purpose and used only by the lessee, the said Property situated at **Plot No. 983, House no.59** Ally Sykses Road- Mbezi Beach - Kinondoni Municipality within the city of Dar es Salaam.

1. NOW THIS LEASE AGREEMENT WITNESSES AS FOLLOWS:-

- i. **IN CONSIDERATION** of rent hereinafter reserved and the Lessee is covenants hereinafter contained implied and be performed and observed by Lessor hereby lease a house situated at Plot No 983, House no.59 Ally Sykses Road- Mbezi Beach, Dar es Salaam (hereinafter referred to as "the demised premises" at a rate of 1,479,167/= (Say One Million Four Hundred and Seventy Nine Thousand and One hundred sixty Seven only) per month.
- ii. That the monthly rent shall be payable in lump sum, yearly in advance at the date of executing this agreement. This will make a total annual contract sum of 17,750,000/= (Say Seventeen Million Seven Hundred and fifty Thousand Shillings Only). Stamp duty and Withholding Tax as per law will be paid by the lessee.
- iii. All rental payments shall be made on the date of signing of this agreement by cash.

- iv. That the lease agreement shall be for a period of **Four years** effectively commencing from **20th day of January, 2020** to **20th day of January 2023** with an option for renewal for any further period.

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

- (i) To pay rent to the Landlord without fail or delay and also to pay service charges and utilities consumed in the demised premises including water, electricity and sewerage, garbage collection that are charged or shall be charged on the demised premises.
- (ii) To pay charges for the services provided in the demised premises during the subsistence of this lease agreement
- (iii) To keep the demised premises in good and tenable repair and condition suitable for commercial purpose;
- (iv) To permit the Landlord to view the condition of the demised premises as maybe appropriate after giving 7 days notice shall have been served to the Lessee before entering the demised premises.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- (i) To enable the Lessee to peacefully hold and enjoy occupation of the demised premises during the term hereby created without unlawful intervention by the Landlord;
- (ii) The Lessee is permitted to undertake all major repairs during tenancy period but with prior permission from the Landlord;
- (iii) During the continuance of the term hereby created, to keep and ensure that the demised premises is in good and habitable repair and to remedy any structural fault(s) affecting the convenience and proper occupation and use of the demised premises;

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT:-

Either party shall be at liberty to terminate this lease agreement for good cause before the expiration of the said term by giving the other party 3 (Three) month's notice of desire to do so and the term shall be determined on the expiration of such notice. **PROVIDED ALWAYS THAT** this would be without prejudice to the any residual of rent and amount of repairs undertaken during the period paid by the Lessee shall be refunded to the Lessee but any damage to the property shall be set off thereof.

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5. DISPUTE RESSOLUTION

In the event of a dispute arising in the cause of implementing this contract and the same cannot be resolved amicably between the parties, it shall be referred to a single arbitrator or any other person - to be agreed upon between the parties.

6. GOVERNING LAW

This Lease Agreement shall be interpreted under laws of the United Republic of Tanzania.

IN WITNESS whereof the parties hereto have set their respective hands the day and year first above written.

Signed and Delivered at Dar es Salaam by

RHODA COLITO MUNANKA who is known to me

Personally identified to me by

Rashid Mbagele

the latter being known to me personally

This *20th* day of *January* 2020.

R. Munanka

LESSOR.

BEFORE ME:

Name:

Stephen Msechu

Address:

P.O. Box 75841

Signature:

[Signature]

Qualification:

Advocate



Signed and Delivered at Dar es Salaam by

Ahmet Aydinfor and on behalf of
DIRILIS FOOD AND COOKING OIL LIMITED

who is known to me Personally/identified to me by
Rashid Mbegele the latter being known to me
personally in my presence this 20 day of January 2020.



BEFORE ME;

Name: Stephen Msechu

Address: P. O. Box 7584 / DDA

Signature: [Signature]

Qualification: Advocate



WAF = 1,775,000
STD = 177,500.04
1,952,500.04

STAMP DUTY
Shs. 177,500.04 collected
Receipt No. 21460960 dated 12/1/2020
Regional - Mwanza Kuuwaha Tax Region