

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 01 day of January 2021

BY AND BETWEEN

CAPITAL DRILLING (T) LIMITED of P.O BOX 1096 Mwanza ("herein after known as "the **LANDLORD**" on one part.

AND

CMS (TANZANIA) LIMITED with **TIN No. 140-981-966** of P.O. BOX 1096 Mwanza ("herein after known as "the **TENANT**" of the other part.

WHEREAS; The Landlord is a lawful occupier of an office situated plots No. 36/37 New Industrial Area Mkuyuni, Mwanza Region in Tanzania (hereinafter referred to as the PREMISES).

AND WHEREAS; The Landlord is desirous and agrees to let and the tenant agrees to take the premise described above as per the terms, conditions and agreements below;

NOW THIS AGREEMENT WITNESSETH as follows;

1. The terms of this lease is five years beginning from the 1st January 2021 to 31st December 2025, and the tenant shall pay to the landlord a total sum of Tshs. 100,000/= (One hundred thousand only) per month as rent for the premises subject to renewal.
2. The tenant HEREBY COVENANTS with Landlord to the intent that the obligations shall continue throughout the said term as follows:
 - 2.1. To pay a yearly rent in advance at the date of signing this agreement.
 - 2.2. To pay rent within time and in the Manner agreed in this agreement.
 - 2.3. To pay and discharge sewerage charges attributable to and charges of electricity and water consumed or used in the demised premises.
 - 2.4. At all times, to keep the interior of the demised premises and appurtenances thereof, including the doors, windows and other glass fixtures, fittings, fastenings, electric wires and fitting waste

water drains and other pipes and sanitary water apparatuses therein and the painting and decoration thereof in good and tenantable repair and condition throughout the said term (fair wear and tear are expected).

- 2.5. To keep the garden and the ground of the premises in good order and condition.
- 2.6. To erect or install such alterations or improvements in or in addition to the demised premises as may be necessary or convenient for the tenant and such improvement shall form part of the demised premises.
- 2.7. To permit the landlord and or his agents, surveyors, authorized by the landlord at all reasonable times of the day upon not less than 24 hours previous written notice (or immediately in case of need) to enter upon the demised premises to view the state and condition of the demised premises and may execute any repairs necessary under the covenant in that behalf hereinafter contained.
- 2.8. Not to do, or suffer on the demised premises or any part thereof, any act, matter or thing whatsoever which may be or tend to the annoyance, nuisance damage or disturbance of the Landlord or occupiers of any adjoining or neighbouring property.
- 2.9. No to use, or suffer the demised premises for any illegal or immoral purpose.
- 2.10. To use the premises for the agreed company business only.

3. The **LANDLORD HEREBY COVENANTS with the TENANT** as follows:

- 3.1. To bear, pay and discharge all existing and future taxes and charges except those payable by the tenant.
 - 3.2. That the tenant having paid the rent reserved and observing and performing the several covenants and stipulations herein on this part contained shall hold and have peaceful enjoyment of the premises during the said term without any interruption.
4. In case of disagreement as to the cause, extent of destruction or damage, the amount to be abated, or period for which said rent or any part thereof

shall be suspended or otherwise in relation thereto, the same shall be referred to arbitration by two arbitrators, one to be appointed by each part or their umpire under the provisions of the Arbitration Law for the time being in force in the United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have executed this deed the day and the year first above mentioned.

SIGNED and DELIVERED at MWANZA by the said
MUGISHA ZWEKORASU
who is known to me personally/identified
to me by Kidana Mnyesi
the later being known to me personally,
For and on behalf of **Capital Drilling (T) limited**
in my presence this 01st day of Jan 2021.



LANDLORD

CAPITAL DRILLING (T) LIMITED
P.O. BOX 1096
MWANZA - TANZANIA

BEFORE ME:

Name: Belwa
Signature: B
Postal Address: 61201
Qualification: **COMMISSIONER FOR OATHS**



SIGNED and DELIVERED at MWANZA by the said
JACQUELINE MACHANGO
who is known to me personally/identified
to me by Kidana Mnyesi
the later being known to me personally,
For and on behalf of **CMS (Tanzania) limited**
in my presence this 01st day of Jan 2021.



TENANT

CMS (TANZANIA) LIMITED
PLOT 1040 HAILESELASIE ROAD
KINONDONI - DAR ES SALAAM

BEFORE ME:

Name: Belwa
Signature: B
Postal Address: 61201
Qualification: **COMMISSIONER FOR OATHS**

