



DIAMANTE

PROPERTIES

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Lease Agreement

THIS AGREEMENT is made on the.....^{30th}.....day of DECEMBER, 2020.

Between **M/S DIAMANTE PROPERTIES LIMITED** of P.O. BOX 11282, Dar es salaam (hereinafter referred as "the lessor") of the one part.

And

LUMA WHALE CO LIMITED P.O.Box..... Dar es Salaam (hereinafter referred to as "the lessee") of the other part.

WHERE AS the lessor is the Owner of **22CHOLE building situated at Chole road, Plot Number 2016, Dar es salaam, Tanzania**(hereinafter referred to as the "Demised Premises") and is desirous of leasing the same to the lessee.

AND WHERE AS the lessee is desirous of leasing the left wing of the ground floor, totaling 286sqmat at a rate of **13 USD per square meter** upon the conditions and the terms hereinafter appearing;

A: NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The period of tenancy herein referred to as the "Contractual Period" shall be for the period of 3year(s) starting from March, o1 2021 and expiring on February 28, 2024with an option of renewal following 3 month(s) prior notice to the expiry date and if no prior notice is given by any of the parties, the lease agreement is automatically extended until any of the parties will give a prior notice of 3 month(s).
2. The lessee shall pay in advance rent of seven months for a total of **USD 26,026** in two installments, first payment to be made by December, 2020 amounting to USD 13,013 and second installment to be paid by January 29, 2021 amounting to 13,013, thereafter after expiry of the said seven months, the lessee will be paying the remaining rent in equal installments, of **USD 3,718** every months. The amount paid is inclusive of 18% VAT.
3. Upon signing of this agreement and paying the first installment, the lessee will have access to the premises to start any work related to his/her business in premises. If the lessee fails to pay the second installment by the period agreed on, access to the premises and all works will be temporarily suspended until the payment is completed. If the second installment is delayed for more than 30 days, the lessor has the right to terminate the agreement, and the advance rent shall not be refundable.

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The advance rent payment shall not be refundable, if the lessee opted to terminate the lease before expiry of the period in question.

4. A payment shall be deemed as late if it is made after 30 days from the due date in question and shall attract a penalty of 15% of the amount so payable. The rent shall be subjected to deduction and remittance of taxes as required by law.
5. The lessee shall deduct 10% withholding tax from the total monthly charge and remit the same to the Tanzania Revenue Authority within 30 days of payment of rent, and the lessee shall, thereafter, provide the lessor with evidence of payment of the said taxes.
6. All payments shall be made in the following lessor's bank account:

Lessor's Bank Account:

Bank Country:	TANZANIA
Bank Name:	ECOBANK
Bank Region:	Dar es salaam
Branch:	ACACIA
Bank Account Number:	7080000296

Account Holder: DIAMANTE PROPERTIES LIMITED

7. Three (3) months prior to the end of every annual duration of this agreement, any rent increment or reduction shall be communicated to the lessee and the new amount shall be charged during the preceding year.
8. It is also agreed by the parties that the monthly rent hereby reserved may be subject to review at the end of each year subject to market rates and trends, the Parties shall convene to discuss the reviews provided that such reviews shall not exceed 10% of the existing rent at that material time.
9. The lessee shall be responsible for maintenance of the premises and at all times be in good condition.

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B: THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS: -

10. To use the Demised Premises as a Restaurant/Coffee Shop/Office or other legal business and lawful purposes only.

11. The lessee shall at its own expense:

- a) Pay all charges for Electricity that will be charged according to readings from checks meters for TANESCO, Telephones, DSTV/Cable, and Internet in respect of the demised premises accrued and payable during the tenure of the leased period and upon the expiration to provide documentary evidence for having settled all the above-referred charges. Provided that the lessor shall install a standby generator in the premises, and in case of power outages, the lessee shall be required to pay for the costs of diesel. The said costs shall be paid rate ably with other tenants in the premises.
- b) At all times to keep the interior and exterior of the demised premises and the appurtenances thereof including the doors, and other glass fixtures, fittings, waste water, drains and other pipes and sanitary and water apparatus therein and the painting and decoration thereof in good, clean and substantial repair and condition
- c) The lessee will conduct the renovations in the demised premises to suit her business; including Partitioning of the demised premises to suit her business.
- d) Provided that these renovations, and other future renovations shall be conducted with the contractor approved by the lessor.

It should be noted here that the rent in respect of the premises took into considerations the renovations by the lessee, in which case the lessee shall not remove any items attached to the building after termination of the lease.
- e) To permit the lessor and / or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the lessee in that respect, to enter upon the premises to examine and/ or to execute major repairs to the premises.

- f) To pay the rent reserved herein whatsoever in the manner and upon the dates herein agreed and further to pay taxes obligatory by the lessee shall deduct withholding tax (current at 10%) from the rental amount and shall provide the Necessary proof of payment from the Tanzania Revenue Authority within 30 days of making any rental payment to the lessor.
- g) To pay electricity consumed therein & in the event there is shortage or interruption of electricity to procure or contribute to supplies at own cost (e.g. diesel for generator). such cost will be determined by the property manager.
- h) Not to assign, sublet or part with the possession of the office/shop or any part thereof without the written consent of the lessor.
- i) Not to keep in the demised premises explosives, poison, toxin and any combustible substances.
- j) At the end of the contract term. or earlier termination of the tenancy, to hand over the said premises to the lessor complete with all fitting and electronic items, floors tiles, suspended ceiling, windows along with all locks & keys in good conditions as they were found in at the beginning of the contract, fair wear & tear being accepted. If any such fitting or appliances are returned damaged or not orderly condition the lessee shall pay such charges on presentation, all additional fitting to the original state shall be removed by the lessee.
- k) If by the end of the lease any utility bills, i.e. bill for electricity and other consumables, or any other outstanding charges are still open and unpaid, these shall be paid to the Property Manager before leaving premises.
- l) To comply with all laws, bye-laws and regulations relating to tenants or occupiers of the premises and shall not contravene or permit the contravention of any of the conditions of title under which the premises are held by the Lessor or any of the provisions of any Town Planning Scheme applicable to the premises and shall not do or cause or permit anything which may cause disturbance or nuisance to occupiers of neighboring premises
- m) To pay to the local authority or other competent authority all deposits required in respect of all services to be provided by such authority such as refuse collection, save that the

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Lessor shall ensure that all outstanding local authority bills are fully paid before the Lessee takes occupation.

- n) The Lessee shall keep and maintain the inside of the premises, including glass fronts, windows, doors, entrances, panes, locks, keys, fasteners and fittings of the same, air conditioners, geysers, Stoves, ovens, electrical fixtures and plumbing including internal drains, in a good state of repair, condition and cleanliness, and shall not injure, cut, alter, or in anyway damage any of the Lessor's fixtures and fittings on the premises in such a manner as may be calculated to damage the premises nor make any alteration in the construction or outside appearance of the premises
- o) The Lessee shall also be responsible for the unblocking and repair of any drains, which, because of negligence on the part of, or damage, which is caused by the Lessee, are rendered blocked or completely unfunctional. The Lessee will however not be held liable if the blockages have been caused by materials normally expected to be found in a drain. Any such repair shall be done upon consultation and agreement with the Lessor.
- p) The Lessee to keep in good tenantable condition the structure of the building and in particular the roofs, foundations and walls thereof, in the same state as received at commencement of this lease
- q) Repair any element of the premises damaged as a result of the Lessee's activities during the lease period by the Lessee.
- r) That the Lessee shall not fix any signboard or advertisement in or outside the premises without prior written consent of the lessor.
- s) The lessor and lessee must sit and agree if any uncondusive environment occurs prior any legal involvements.
- t) The lessee MUST provide the lessor with copies of the documents;
- u) That the lessee shall not fix any placard, signboard or advertisement in the premises without prior written consent of the lessor.
- v) The lessee to provide the following items:

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- Company Certificate of Registration,
- 2 passport sized photos of each director
- Passport/ National ID card copy of each director
- TIN and VAT (if registered) certificates

C: THE LESSOR HEREBY CONVENANTS WITH THE LESSEE AS FOLLOWS: -

- To pay land rent and other statutory charges.
- The premises are free from any encumbrances or third-party claims.
- To carry out all major structural repairs and keep the exterior of the premises in good tenatable conditions.
- To allow the lessee, having occupied the said premises and observing and performing the several covenants, shall peacefully hold and enjoy the premises without interruption by the lessor or his agents.
- To ensure the premises have 24/7 security presence by a reputable security firm.
- To provide A/C in the premises. (4units)
- Subject to Provision of Clause b) that the Lessee paying the rents hereby resolved and observing and performing the covenants and stipulations herein contained, the Lessee shall peaceably hold and enjoy the premises during the tenancy herein provided without any interruption by the Lessor or any person rightfully claiming or in trust for the Lessor.
- The Lessor shall be responsible for the maintenance of the outside of the premises particularly external walls, main walls, roofs and for the repair of any structural defects, which may appear during the course of the Lease, and shall maintain in a good state of repair the permanent electrical and plumbing installations. In the event the Lessor is not in an immediate position to make the repairs, the Lessee may do the repairs on behalf of the Lessor and deduct the costs incurred from the unpaid rent. PROVIDED that no such repairs shall be done by the Lessee without prior consultation and agreement with the Lessor.
- It is specially recorded that, notwithstanding any other provision in this Agreement, in the event of a defect showing itself or a state of disrepair prevailing in the roof or exterior walls concealed plumbing, sanitary and electrical installations, piping and conduiting of the leased premises, the Lessee shall, as soon as possible, give notice to the Lessor to rectify the defect or disrepair; in the event that the Lessor fails to effect such rectification

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within a reasonable time, then the Lessee shall be entitled repair the same and deduct such cost of such rectification from the rental due in terms hereof. PROVIDED that no such repairs shall be done by the Lessee without prior consultation and agreement with the Lessor.

- j) The Lessor shall not unfairly terminate the contract and disrupt the Lessee business, if that shall be the case which unlikely to happen the law shall apply. The Lessor shall ensure the environment is conducive and supportive of the Lessee's business such as reliable power supply, working elevators, access to the building, security to the exterior of the building, clean surroundings of the building.
- k) The Lessor and Lessee must sit and agree if any unconducive environment occurs prior any legal involvements.

D: PROVIDED AND IT IS HEREBY MUTUALLY AGREED AND DECLARED THAT:

- a) If the rent hereby reserved or any part thereof shall at any time remain unpaid for 30 days after becoming due and payable or if any covenant, condition or stipulation herein contained shall be performed or observed by the lessee within a reasonable time, the lessor shall have the right to enter upon the premises and terminate the lease. In such a case therefore, the lessor shall have the right to take the lessor properties, in the premises to compensate the rentals in arrears.
- b) The Tenant shall give the Landlord written notice within fourteen (14) days after the commencement of the lease of any defects in the premises or any fittings, equipment or appurtenances of whatsoever nature therein. Failing such notice, or after the remedying of any defects stated in any such notice, the Tenant shall be deemed to have accepted the premises as being complete and without any defect therein. For the purpose of this clause and the remainder of the lease, the term "appurtenances" means all the installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks, windows, toilet bowls and cisterns, basins, water taps and fittings.
- c) If at any time during the tenancy hereby granted and the demised premises or any part thereof shall be destroyed or damaged by fire not occasioned by willful act, neglect or default of the Lessee or its servants or its visitors then and in any such cases and so after as same shall happen the rent hereinbefore agreed or in a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and suspend during so long as the premises hereby demised or the destroyed or damaged part thereof shall remain in-inhabitable or unfit for use by reason of such destruction or damage and if any dispute shall arise between the Lessor and the Lessee in regard to the amount of the abatement so to be made of the said rent or any part thereof shall be suspended or otherwise in relation thereto the same shall be referred to

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arbitration by the arbitrators one to be appointed by each party in accordance with the provisions of arbitration law for the time being enforce in the country as aforesaid.

- d) The lessee shall be responsible for safekeeping of their belongings and the owner or the property manager will not be responsible for any lose or liability whatsoever.
- e) The lessor shall not unfairly terminate the contract and disrupt the lessee business, if that shall be the case which unlikely to happen the law shall apply. The lessor shall ensure the environment is conducive and supportive of the lessee's business such as reliable power supply, working elevators, access to the building, security to the exterior of the building, clean surrounding to the building.
- f) If the Lessee shall be desirous of continuing the tenancy and the Lessor desirous of continuing the said Tenancy hereby created for a further term as will be agreed at the expiration of the term hereby granted, the Lessee shall on or before the end of this contract give to the Lessor a notice in writing of such desire and shall pay the reviewed rent hereby reserved and perform the several stipulations herein contained on the Lessee's part to be observed up to the termination of the term hereby granted then the Lessor will lease the demised premises for a further period to be agreed and run from the first day of the new contract at the agreed rent and subject in all respect to the same stipulations as are herein contained except this clause for renewal.

INSURANCE

The Lessor shall insure and keep insured the demised premises and its fixtures against loss or damage by fire or such other risk as commonly insured in Tanzania. The Lessee shall on its part be responsible for ensuring its own business and goods/materials kept in the demised premises.

BREACH

Should either party commit or suffer or permit the commission of a Breach of any term of this Lease, whether or not such breach goes to the root of this Lease, and fails to remedy such breach within fourteen (14) days after written notice will have been given by the other party to remedy such breach, the aggrieved party shall be entitled, but not obliged, notwithstanding any previous waiver or anything to the contrary herein contained, to cancel this Lease forthwith without prejudice to her/his/it's claim for any remedy which she/he/it may have against the culprit out of this Lease.

NOTICES

All notices in terms of this Lease shall be in writing and either be delivered by hand or sent by e-mail or prepaid registered post to the address to either party. Any such Notice shall be deemed to have been received on, the date if delivered by hand on or the fifth day after posting if sent by prepaid registered post.

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E: DISPUTE RESOLUTION

This lease shall be governed by and construed in accordance with the law of Tanzania governing the landlord and tenant relationship.

IN WITNESS WHEREOF this Agreement have been executed on the date set out against or respective signatures.

SEALED with THE COMMON SEAL of
DIAMANTE PROPERTIES LIMITED
and delivered in our presence this... 30th
day of DECEMBER, 2020

DIAMANTE PROPERTIES LIMITED
P. O. Box 11282
DAR-ES-SALAAM

.....
SEAL

Name HISHAM KARAM SAAB
Signature
Address P.O. Box 11282, DSM,
Designation DIRECTOR

Witness to the above signature

Name ADED M. M...
Signature
Address P.O. Box 3214
Designation ADVOCATE



SEALED with THE COMMON SEAL of
LUMA WHALE CO LIMITED
and delivered in our presence this... 30th
Day of DECEMBER, 2020

.....
SEAL

Name SUJIN HA / MACDONALD MASUNGA ^{SIDNEY}

Signature [Handwritten Signature]

Address.....

Designation..... DIRECTORS

Witness to the above signature

Name..... ARDED M. MASUNGA

Signature..... [Handwritten Signature]

Address..... P.O. Box 3214

Designation..... ADVOCATE

