

LEASE AGREEMENT

This lease agreement is made this 1st day of September 2021

BETWEEN

ISSA MOHAMED SALIM of P.O.BOX 2316 Dar es salaam (hereinafter the LANDLORD) of the first part.

AND

LACASA CARGO AND HAULIERS LIMITED (hereinafter called the TENENT) on the other side.

WHEREAS the landlord owns a house at Plot 9 Block 63 Livingstone Street Ilala District within Dar es salaam Region hereinafter referred to as "DEMISED PREMISES"

AND WHEREAS the landlord is willing to lease to the tenant the demised premises.

AND WHEREAS the tenant is desirous of holding the demised premises on lease from the landlord.

NOWHEREFORE THE PARTIES HAVE AGREED as follow: -

1.0. COMMENCEMENT AND PERIOD OF LEASE AGREEMENT

1.1. In consideration of mutual agreement herein after reserved and contained, this lease agreement shall be effective from 1st day of September 2021 for a period of twelve months up to 31st day of August 2022 (Hereinafter referred to as "Lease period").

2.0. Usage of demised premises.

2.1. That the demised premises shall be used for business purposes only throughout lease period.

3.0. Rent, service charges and terms of payment.

3.1. That rent shall be paid by the tenant to the landlord for the demised premises at the rate of Tanzania shillings two hundred thousand per



month. Therefore, the rent for a period of twelve months shall be TZS two million four hundred thousand only. Before the commencement of this lease agreement the tenant shall pay the landlord a rent of lease period.

- 3.2. That the amount of rent charged is inclusive of building service charges and exclusive of charge namely water and electricity bills, telephone if any and other utilities and conservation charges in respect of the demised premises.

4.0. Covenants binding the tenant.

- 4.1. That subject to section 89 of land Act Cap. 113 of R.E 20189 the tenant hereby covenants with the landlord as follows: -
- 4.2. To use the demises premises solely and exclusively for the purposes herein contained
- 4.3. To pay to the landlord a sum of Tsh 2,400,000/= (two million four hundred thousand only) as a rent of lease period.
- 4.4. To keep the demised premises in clean and habitable condition throughout the lease period.
- 4.5. To pay all charges referred to in clause 3.2 above, promptly to responsible authorities.
- 4.6. To permit the landlord and or his agents to inspect the demised premises after receiving notice within a reasonable time during day time.
- 4.7. Not to sublease the demise premises to any person without prior consent of the landlord.
- 4.8. Not to make any alterations and or additions to or commit any waste upon premises without prior consent of the landlord
- 4.9. To keep the demised premises including doors, windows, fixtures, fastenings, drain pipes, sanitary and water apparatus therein and the painting and decorations thereof in good condition throughout the period hereby created, fair wear & tear except Act of God.
- 4.10. Not to store or keep on the demised premises explosive, combustible or inflammable petroleum products or other substance of that nature.
- 4.11. Not to do or suffer to be done on the demised premises or any part thereof anything whatsoever which may cause annoyance or nuisance to persons occupying adjoining premises.

- 4.12. On termination of this agreement to deliver the demised premises in good condition, fair wear and tear and damage, other causes beyond the control of the Tenant accepted.
- 4.13. To pay and make good to the landlord all and every loss and damage whatsoever incurred or sustained by the landlord as a consequence to every breach or non-observance of the covenants herein contained and to indemnify the landlord from and against all action, claims, liabilities, costs and expenses thereby arising.

5.0. Covenants binding the landlord

That subject to section 88 of the land Act Cap 113 R.E 2019 the landlord hereby covenants with the tenant as follows: -

- 5.1. To ensure that the tenant has peaceful enjoyment of the demised premises thought out lease period.
- 5.2. To respond immediately and act upon the information received from tenant.
- 5.3. To keep the exterior of the Demised premises including pipes, drains, sewer apparatus and all fixture and additions hereto in good condition PROVIDED that any blockage of drains or sewers caused by the tenant shall be cleared at the cost of the tenant.
- 5.4. To pay all taxes and levies due to the government (except water, electricity, telephone, VAT, withholding tax and sewerage charges which are payable by the tenant)

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:

1. Either party may terminate the agreement by giving prior notice of three month in writing of the intention to terminate the same. However, it is agreed that in the event of the agreement being renewed, some all the covenants herein agreed may be changed.
2. If the tenant occupying the Demised premises shall affix any articles to the wall of the demised premises, he shall be entitled to remove the same making good any damage to the premise caused by such removal.
3. If the landlord shall fail to carry out repairs to the demised premises after notice from the tenant, the tenant shall be entitled to carry out such repairs at the cost of the landlord and deduct it from the rendered

4. If at any time the demised premises shall be rendered unfit for use, in such case the landlord shall allow the tenant an abatement of all or part of the said rent proportionate until the demised premises shall again be fit for use
5. If at any time the demised premises shall be rendered unfit for use, in such case the landlord shall allow the tenant an abatement of all or part of the said rent proportionate of the extent and duration of the damage until the demised premises shall again be fit for use.

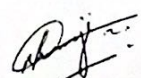
6. Law and dispute settlement

- 6.0. This lease agreement shall be governed and construed in accordance with the laws of united republic of Tanzania
- 6.1. In case any dispute or difference arising between the parties to this lease agreement the same shall first be settled amicably and whoever is aggrieved will refer the matter to authorities having jurisdiction on the matter.

7. TERMINATION

- 7.0. That this agreement shall come to an end where: -
- 7.1. The lease period expires.
- 7.2. The tenant breaches the terms of this agreement and fails to remedy the same after being given notice from the landlord
- 7.3. The landlord or tenant gives three months' notice of termination

IN WITNESS WHEREOF the parties have executed these presents on the day and year and in the manner and on the day hereinafter appearing



Signed and delivered by the Said ISSA

MOHAMED SALIM who is known to me personally

This ... 6th ... day of ... September 2021

LANDLORD

BEFORE ME:

Name: Hashim Hamza Mtanga
Signature:
Position: Advocate
Date: 06 September 2021



Signed and delivered by the said ADIL

MEHBOOB MAWJI

Who is identified to me by

The later being known to me

Personally this ... 6th ... Day of ... September 2021

TENANT

BEFORE ME:

Name: Hashim Hamza Mtanga
Signature:
Position: Advocate



Shs: 24,000
998414004587 6/9/2021

CERTIFIED TRUE COPY OF THE ORIGINAL
MAGUSU MUGOKA
ADVOCATE, NOTARY PUBLIC &
COMMISSIONER FOR OATHS
Sign: Date: 16/11/2021