

THE LAND ACT (CAP 113)
THE REGISTRATION OF DOCUMENT ACT (CAP 117)
THE LAND REGISTRATION ACT (CAP 334)

LEASE AGREEMENT

BETWEEN

MAMBEA BAKARI KACHEMA

AND

S3 INTERNATIONAL (T) LIMITED

DRAWN BY

Marco Frank Mkumbo (Advocate)
Steward and Shitong Attorneys
Plot No. 2478/5 Ocean Rd/Obama Drive
Upanga- Opposite Azania Bank (Former Bank M)
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Dar es Salaam
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LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 1st day of SEPTEMBER 2021.

BETWEEN

MAMBEA BAKARI KACHEMA of Post Office Box, Dar es Salaam, Tanzania hereinafter referred to as "the Landlord", (which expression shall deem and include his heirs, executors, administrators, legal representatives and assigns) on the one part.

AND

S3 INTERNATIONAL (T) LIMITED of Post Office Box 66610 Dar es Salaam hereinafter called "the Tenant" (which expression shall where the context so admits include his successors, assignees and agents) on the other part. -

WHEREAS

- A. The Landlord is desirous of leasing a property located at Plot No. 251, Block "E", Kibaoni, Tegeta, Kinondoni, Dar es Salaam (hereinafter referred to as "the Demised Property") to the Tenant to hold and enjoy on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The Landlord hereby demises unto the Tenant the demised property TOGETHER WITH the right of access TO HOLD into the Tenancy for a term of Five (5) years with an option of renewal, commencing on the 1st day of September 2021 to the 1st day of September 2026 at a monthly rent of Tanzania Shillings Two Million Only (TZS 2,000,000/=) payable in every six months thus Tanzania Shillings Twelve Million Only (TZS 12,000,000/=) on the date of execution of this lease agreement.
2. At any such time not later than three (3) months before this lease expires, the Tenant may serve a notice to the Landlord signifying his intention to renew the lease term at the time of expiry of this lease if he so wishes.
3. If the Tenant is desirous of taking a new lease of the Demised Property after the expiration of the term hereby granted and of such his desire to the Landlord notice in writing not less than three (3) months before the expiration of the said term then the Landlord shall at or before the expiration for the term hereby granted, grant to the Tenant a new lease of the Demised Property for a further term as agreed by the Landlord and the Tenant which shall commence from and after the expiration of the

term hereby granted at the same Rent or at a Rent to be agreed between the parties hereto not less than three months before the expiration of the said term.

4. The Tenant shall be responsible to remit to Tanzania Revenue Authority withholding tax which **shall not be** deductible from the rent and pay any other cost incidental to this lease including stamp duty, that shall become payable by virtue of this transaction.

5. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD;**

- i. To pay rent as stipulated hereinabove.
- ii. To accept responsibility for and pay all bills for electricity, water, security and any other charges.
- iii. At all times to keep the demised property good repair and fair condition.
- iv. To permit the **Landlord** and his agents and other persons authorized in writing by the **Landlord** to enter the demised property at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the condition of the demised property.
- v. Not to assign, sublet or part with the possession of the demised property hereby demised without the written consent and permission of the **Landlord**.
- vi. Not to make any renovations or alterations to the demised premises without the consent of the **Landlord**.
- vii. Not to use the demised property for illegal purposes or in a way that would create annoyance, nuisance or any danger to the public or neighbours.
- viii. On the expiration of the lease term to deliver up the demised property to be Landlord with all keys, locks and fasteners in good repair and condition, reasonable wear and tear accepted.

6. **THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:**

- i. To give vacant possession of the Demised Property to the Tenant, free of any kind of occupation.
- ii. The Tenant paying the rent hereby agreed upon, observing and performing the covenants and stipulations herein on the part of the Tenant contained, shall peacefully hold and enjoy the demised property during the term created without interruption by the Landlord.
- iii. The Landlord shall revise the rent chargeable upon the said Premises, after every two years, provided that he gives the Tenant adequate notice relating to the revised rent.

7. **PROVIDED ALWAYS** and it is hereby agreed as follows;

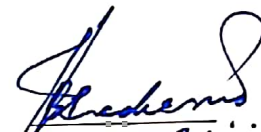
- i. That the tenancy hereby created shall be terminable at the option of either party by giving the other party a three (3) months' notice in writing.
 - ii. That if the Landlord gives notice in writing to the Tenant as above, without reasonable cause and where the Tenant has not breached any of the covenants in this lease agreement, the Landlord shall refund the Tenant the unexhausted rent beyond the notice period.
8. That any demand for payment or notice requiring to be made upon or given to the Tenant shall be sufficiently made or given if sent by the Landlord or his agents through the post by registered letter addressed to the Tenant, and that notice requiring to be given to the Landlord shall be sufficiently given if sent by the Tenant through the post by registered mail addressed to the Landlord at his usual or last known place of residence AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
9. If the rent or any part thereof shall at any time remain unpaid within seven days after becoming payable, whether formally demanded or not, or if at any time thereafter the Tenant is in breach of any of the conditions referred to in this agreement, it will be lawful for the Landlord to re-enter the premises and thereupon the lease will cease but without prejudice to any rights and remedies which may have accrued to the Landlord against the Tenant in respect of any breach of the conditions. Apart from recovering all dues from the Tenant the Landlord shall also be entitled to remove Tenant's belongings/properties at the expenses of the Tenant as well as be entitled to exercise

lien on Tenant's belongings/properties in lieu of rent and all types of dues of Tenant to the Landlord.

10. This lease shall be governed by, and construed in accordance with Tanzanian laws. Tanzanian court shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each Party irrevocably waives any right it may have to object to any action being brought to those courts, to claim that the action has been brought to an inconvenient forum, or to claim that those courts do not have jurisdiction.


IN WITNESS WHEREOF the Parties herein have hereto signed this deed on the 1st day of SEPTEMBER 2021 and the manner as hereinafter appearing.

SIGNED and DELIVERED at Dar es Salaam by the said MAMBEA BAKARI KACHEMA who is known to me personally, in my presence this 1st day of SEPTEMBER 2021.


LANDLORD

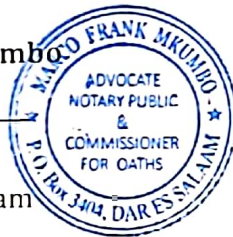
BEFORE ME

Name: Marco Frank Mkumbo

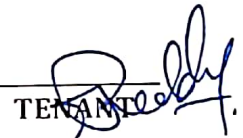
Signature: 

Postal Address: 105246
Dar es Salaam

Qualification: Advocate

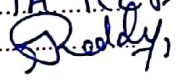


STAMPED and DELIVERED at DAR ES SALAAM with the Common Seal of the said S3 INTERNATIONAL (T) LIMITED this 9th day of SEPTEMBER 2021.


TENANT

WITNESSED BY

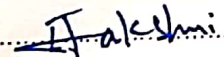
Name T. VENKATA REDDY

Signature 

Address

Qualification Director

Name T. Lakshmi

Signature 

Address

Qualification Director