

LEASE AGREEMENT

BETWEEN

**KARIM ANWAR KARIM
(LESSOR)**

AND

**OMROS FOODS CO. LIMITED
(LESSEE)**

In respect of:

**Plot Number 5, Block 41, Kumbukumbu Street, Kinondoni Morocco
Area, Kinondoni Ward, Kinondoni Municipality, Dar es Salaam**

AGREEMENT OF LEASE

An agreement made this 18th day of **October 2021**

BETWEEN

KARIM ANWAR KARIM of Dar es Salaam with the Citizen Identity Card Number **19850409-14110-00001-26** and the Certificate of Registration for Taxpayer Identification Number (TIN) **103-799-465** (hereafter referred as "**the Lessor**") of the one part;

AND

OMROS FOODS CO. LIMITED of P.O. Box **1775**, Dar es Salaam is Private Company Limited by Shares with the Certificate of Incorporation of a Company Number **153760519** and with Certificate of Registration for Taxpayer Identification Number (TIN) **153-760-519** (herein after referred "**the Lessee**") of the other part.

RECITALS

WHEREAS the **Lessor** desires to lease Office at Plot Number **5**, Block **41**, Kumbukumbu Street, Kinondoni Morocco Area, Kinondoni Ward, Kinondoni Municipality, Dar es Salaam to the **Lessee** and the **Lessee** desires to be leased the said Office Space from the **Lessor** for the terms and conditions set out hereunder and at the agreed rental amount stated herein bellow.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS: -

1. Physical Address of the Office Space

- 1.1. The **Lessor** hereby declares/warrants has a full mandate to lease the Office Space at Plot Number **5**, Block **41**, Kumbukumbu Street, Kinondoni Morocco Area, Kinondoni Ward, Kinondoni Municipality, Dar es Salaam.

2. Duration of the Sub - Lease

- 2.1. The **Lessor** shall grant the **Lessee** and the **Lessor** shall accept a Lease of the said Office Space for a term of **3 years** commencing from **1st day of November 2021** and ending on **31st day of October 2024**.

3. Renewal of the Sub - Lease

- 3.1. The Lease Agreement shall be renewable at the option of the Lessee.
- 3.2. The **60 days' notice** of the intention to renew the Lease Agreement shall be issued by the Lessee before the end of it.

4. Rent Payable and Mode of Payment

- 4.1. The **monthly rent** shall be **One Million Tanzanian Shillings (TZS 1,000,000)** of the leased Office Space;
- 4.2. The **annual rent** shall be **Twelve Million Tanzania Shillings (TZS 12,000,000)**;
- 4.3. The Lessee shall pay the rent in two equal installments of six (6) months in which each installment shall be **Six Million Tanzanian Shillings (TZS 6,000,000)**; as per the table below: -

Installments	Dates	Amount (TZS)
1 st	01.11.2021 – 30.04.2022	6,000,000
2 nd	01.05-2022 – 31.10.2022	6,000,000
3 rd	01.11.2022 – 30.04.2023	6,000,000
4 th	01.05-2023 – 31.10.2023	6,000,000
5 th	01.11.2023 – 30.04.2024	6,000,000
6 th	01.05-2024 – 31.10.2024	6,000,000

- 4.4. The rent shall be paid either in cash, bank transfer or bank deposit.

5. Use of the Leased Office Space

- 5.1. The leased Office Space shall be used by the Lessee as "the Food Processing Unit."

6. Covenants by the Lessor: -

- 6.1. To pay all land rent rates in respect of the said Office Space;
- 6.2. To let the Lessee holds and enjoy the said leased Office Space without any interruption from the Lessor or any person or persons lawfully claiming through, under or in trust of the Lessor;
- 6.3. In the event the Lessor terminates the Lease Agreement prematurely, shall bound to return the rent received for the un-expired period of the Lease Agreement.

7. Covenants by the Lessee: -

- 7.1. To pay the rent on time and manner aforesaid;

- 7.2. At all times to keep the said Office Space including, electrical fittings, paint work, Ceiling Split Unit doors, windows, locks, electrical wires, and all other conveniences belonging thereto in good working order, repair condition throughout the said term, and to replace any of the above-mentioned items should they become beyond repair;
- 7.3. To pay stamp duty of this sub lease;
- 7.4. Not to make any structural alterations to the Office Space without first obtaining a written consent from the Lessor;
- 7.5. To pay necessary expenses of the said Office space including luku, fumigation, garbage and water expenses
- 7.6. To report immediately in writing to the Lessor any structural defect or other problem which may develop on/in the premises;
- 7.7. Not to do or allow to be done on the Office Space any act or thing which may be illegal or cause damage, annoyance, and/or injury to the neighbors, Lessor or other Lessees and visitors;
- 7.8. To permit the Lessor to enter the Office Space upon appointment and at all reasonable hours in the day time, for the purpose of viewing the condition thereof in the case of emergencies;
- 7.9. At the term of the contract or sooner termination of the Lease, to hand over the said Office Space to the Lessor complete with all locks and keys and in the same good condition it was found in at the beginning of the contract;
- 7.10. To keep and maintain the corridor surrounding the said Office Space in clean and orderly condition;
- 7.11. To use the said Office Space for the purpose of conducting business of;
- 7.12. Not to store or bring to the Office Space any articles of a dangerous or combustible nature;
- 7.13. To not assign or sub-let the Office Space.

8. Termination


- 8.1. This Lease Agreement can be terminated upon gross violation of the terms and conditions provided under the Land Act and/or the Common Law; and
- 8.2. This Agreement can be terminated only by the Lessee by giving a **notice in writing (not more than 90 days' notice)**.

9. Disputes

- 9.1. Any disputes arising from this Agreement shall be resolved in the manner provided by the laws of the United Republic of Tanzania governing law disputes.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days as herein after appearing.

SIGNED and DELIVERED at Dar es salaam by the said **KARIM ANWAR KARIM** who has been identified to me by **AMON DANIEL NTIMBA**, the latter is known to me personally in my presence on this 18th day of **October 2021**



Lessor

BEFORE ME:


Name: **Kika Ali Mzige**
Signature: 
Address: **P.O. Box 65040**
Dar es salaam
Designation: **Notary Public, Roll Number 4016**



SEALED, SIGNED and DELIVERED at Dar es salaam with the Common Seal of **OMROS FOODS CO. LIMITED** in the presence of us on this 18th day of **October 2021**.

Seal / Rubber Stamp of the Lessee



Name: **Amon Daniel Ntimba**
Signature: 
Designation: **Director**

WHT - 1,200,000 K
Slouty 120,000 K
1320,000 K
28/10/2021

BEFORE ME:

Name: **Kika Ali Mzige**
Signature: 
Address: **P.O. Box 65040**
Dar es salaam
Designation: **Notary Public, Roll Number 4016**



STAMP DUTY
Shs. 120,000/2 collected
Receipt No. 998414637696 Dated 31/10/2021
Regional - Manager Kinondoni Tax Region

Prepared and Drawn by: -



MZIGE & ASSOCIATES
Advocates | Commissioner for Oaths | Notary Public

Mzige & Associates

Advocates | Commissioner for Oaths | Notary Public

M 17 Mezzanine Floor, Uhuru Heights Building

Plot No. **63** Block No. **27**, Bibi Titi Mohammed Street

Upanga Area, Upanga East Ward, Ilala District

P.O. Box **65040**, Dar es salaam, Tanzania

[C] +255 652 57 68 49

[T] +255 22 215 0628

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[E²] kmzige@gmail.com



MZIGE & ASSOCIATES

Advocates | Commissioner for Oaths | Notary Public

M17, Mezzanine Floor, Uhuru Heights, Plot No. 63/27, Bibi Titi Mohammed Street, Upanga East Ward, Ilala District, P.O. Box 65040, Dar es Salaam, the United Republic of Tanzania.
Cell: +255 652 576 849, Tel: +255 22 2150628, Email: kmzige@gmail.com

TIN 110912188

VRN: 40-034781-T

TAX INVOICE

Invoice To:
Omros Foods Co. Limited
P.O. Box 1775
Dar es Salaam
CUSTIN: 153760519
VRN: NIL

Invoice No.	TZS/2021/0018
Date:	27/10/2021

LPO No.:	N/A
LPO Date:	N/A
Terms:	Cash

SN	Description	TZS Price	Qty	TZS Total
1	Attestation of the Lease Agreement	100,000.00	1	100,000.00
2				0.00
3				0.00
4				0.00
5				0.00
6				0.00
7				0.00
8				0.00
9				0.00
10				0.00

E. & O.E.

Amount in Words

TZS: One Hundred and Eighteen Thousand Only
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Total	100,000.00
VAT 18%	18,000.00
Grand Total	118,000.00

Bank Details:

Bank Name: CRDB BANK PLC
 Account Name: MZIGE AND ASSOCIATES
 Account No: 0150478538700 (TZS)
 0250478538700 (USD)
 Branch Name: AZIKIWE (DAR ES SALAAM)
 Branch Code: 3314
 Swift Code: CORUTZTZ
 Swift Code: CORUTZTZ

MZIGE & ASSOCIATES
M 17 Mezzanine Floor, Uhuru Heights
Plot Number 63/27
Bibi Titi Mohammed Street
Authorized Signature
Upanga East Ward, Ilala District
P. O. Box 65040
Dar es Salaam, Tanzania

