

**THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT CAP 113
(ACT NO. 4 OF 1999)**

**LEASE AGREEMENT
(Under section 64)**

BETWEEN

MICHAEL NDEONANSIA MACHA

AND

ATLANTA GLOBAL LIMITED LIMITED

**IN RESPECT OF THE PREMISES SITUATED ON 1114 SQUARE METERS
GODOWN ON PLOT 70 BLOCK B MIKOCHEINI INDUSTRIAL AREA, DAR ES
SALAAM, TANZANIA.**

**DRAWN BY:
ATLANTAGLOBALLIMITED
Plot No. 70 ITV Street.
P. O. Box 32521
Dar es Salaam, Tanzania.**

Initials: - Lessor *dy*

Lessee *mm*

LEASE AGREEMENT

This Lease Agreement is made this 29 day of 01 2022

BETWEEN

MICHAEL NDEONANSIA MACHA an individual and a citizen of the United Republic of Tanzania whose address of P. O. Box 2549, Dar es Salaam, Tanzania (hereinafter called the Lessor) which expression shall where the context so admits include its successors, agents, and assignees in title of the one part.

AND

ATLANT GLOBAL LIMITED a limited liability company incorporated and registered in the United of Republic of Tanzania with company registration number **154 851 585** whose address of P. O. Box 32521, Dar Es Salaam, Tanzania (hereinafter called the Lessor) which expression shall where the context so admits include its successors, agents, and assignees in title of the other part.

WHEREAS

- A. The Lessor is the registered owner of herein is imparted with the authority to lease and manage the immovable property known as **GODOWN 1** constructed on Plot No. 70 Block B House No. 12 Dar es Salaam, Tanzania; (hereinafter called "the plot").

- B. The Lessor is desirous of renting to the Lessee an area of **One Hundred and Fifteen Square meters on the Third floor** (hereinafter called "the Premises") situated at China Plaza Situated on plot 35 Block A Uhuru Street Kariakoo area.

- C. The Lessee whose business is of **Selling Merchandise and Food Items** ready and willing to rent the said Premises so as to use the same for the purposes of building a shopping mall only (hereinafter called "the Agreed Business").

Initials: - Lessor me

Lessee MAN

NOW THIS LEASE, made in the consideration of the rent and the covenants herein reserved
WITNESSETH as follows: -

1.0 INTERPRETATION/ DEFINITIONS

1.1 In this Lease Agreement unless the context otherwise provides: -

“Agreement” shall mean this Lease Agreement between the Lessor and the Lessee.

“Demised Premises” shall mean property situated on Plot No. 70, Dar es Salaam, Tanzania.

“Fit Out Works” shall mean any renovations, fittings, decorations, or furnishings carried out by the Lessee on or in respect of the Demised Premises.

“Parties” shall mean the signatories of this Agreement.

“Premises” shall mean an area of **1115 square meters situated on 3rd floor** Plot No. 70 Mikocheni Industrial area, Dar es Salaam, Tanzania.

“USD” shall mean United States Dollars.

“VAT” shall mean Value Added Tax.

1.2 Reference to singular include, where the context so admits, references to the plural and vice versa and references to Clauses are references to Clauses of the Agreement.

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.

1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

1.5 In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or not enforceable in any respect, such invalidity, illegality, or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-

enforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

2.0 TERM OF THE TENANCY

- 2.1 The period of tenancy herein referred to as the "Contractual Period" shall be for **one year commencing from 1st February 2022**
- 2.2 The Lessee shall be given a grace period of one month to fit out the premises and commence business.
- 2.3 The Lessee shall start Paying Rent effectively on **the 1st February 2022**
- 2.4 The Contractual Period may be renewed for another period on terms and conditions to be mutually agreed between the Parties but subject to the Lessee issuing to the Lessor a Sixty (60) days written notice of the intention to renew the Agreement prior to the expiry of the Contractual Period.

3.0 RENT PAYABLE

- 3.1 The Lessee shall pay a total monthly Rent amounting to **United States Dollars Two Thousand Five Hundred Only (USD 2500)** being a monthly charge for the whole premises.
- 3.2 The Lessee shall be responsible to pay Stamp Duty and Withholding Tax of this Agreement within fourteen (14) days of the said taxes becoming due and payable and shall avail evidence of such payment to the Lessor within seven (7) days.
- 3.3 Rent payable shall be increase by three and half percent (3.5 %) after every year.
- 3.4 In the event the Lessee fails to pay Rentals due in one (1) month, the Lessor upon issuance of a thirty (30) days' notice shall enter the Demised Premises and evict the Lessee and shall forfeit the Security Deposit paid by the Lessee and

all fixtures that the Lessor may deem necessary to use to recover the outstanding Rentals.

3.5 Nothing in the preceding Clause shall entitle the Lessee to withhold or delay any payments of the Rent or any other sum due to the Lessor under this Agreement after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment including (but without prejudice to the generality of the above) the Lessor's right under the provision for re-entry contained in the Lease.

4.0 MODE OF PAYMENT

The Lessee shall effect the rent payment against the Lessors tax invoice which shall be due within 14 days from the date of the invoice, by crossed cheque in favour of the Lessor or by making direct deposits and or transfers to the following account of the Lessor or such other account as the Lessor may advice from time to time, and furnishing to the Lessor the Bank confirmation of such payment.

5.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -

5.1 The Lessee shall pay and indemnify the Lessor against all rates, assessment duties charges impositions and other costs of similar nature which are now or during the term shall be charged upon the Demised Premises. Such payments shall not include those that are due to be paid by the Lessor in accordance with the law.

5.2 To maintain the said Demised Premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, plumbing fittings, and air conditioning units amongst others, in good repair and tenable condition fair wear and tear expected.

5.3 To be responsible and to indemnify the Lessor against all damages occasioned to the Demised Premises or any part of the building, or any part of the adjacent

Initials: - Lessor 

Lessee 

Demised Premises or to any person caused by any act of default or negligence of the Lessee or agents, licenses, and invitees of the Lessee.

- 5.4 Not to keep or permit to be kept on the Demised Premises any materials dangerous or explosive in nature or keeping of which may contravene any statues or local regulations or by-laws or to carry on or do anything that may constitute a nuisance of public or private nature or be a case of disturbance or annoyance, or danger to neighbours, or public.
- 5.5 To permit the Lessor or its agents or servants by reasonable prior notice, and all reasonable hours to enter and view the condition of the Demised Premises and in the event of any repairs being necessary to carry the same within a reasonable time of receiving a notice to do so.
- 5.6 To use the Demised Premises for use and occupation as a shopping mall premises only.
- 5.7 To Notify Lessee incase of a to sublet, or part with possession of the Demised Premises by way of writting to the Lessor. Any misdemeanours or breaches of the occupants shall be automatically imputed upon the company, Lessee, jointly and severally in all respects with the occupant, and or the person committing the breach or misdemeanour. Such breach includes these committed by the agents, employees, or invitees of the Lessee, whether intentionally, carelessly, or negligently.
- 5.8 Not to do or permit to be done anything whereby any insurance of the Demised Premises against loss or damage by fire in or other risks covered by the Lessor's insurance policy may be become void or voidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrence.
- 5.9 To avail the Demised Premises to the Lessor or its agents or nominees at the expiration of the Contractual Period in good and tenable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.

Initials: - Lessor *DLH*

Lessee *AMM*

5.10 To give a written notice of at least sixty (60) days before the expiry of the Contractual Period expressing the Lessee's intention whether to renew the lease for a further term. Failure to issue such notice within the prescribed time shall be deemed that the Agreement is automatically renewed for the Contractual Period stipulated herein or amended from time to time.

5.11 To insure and keep insured its business and the Demised Premises against loss or damage by fire or such other risk as are commonly insured with a recognized insurance company in Tanzania. The Lessor shall have the right to request for a copy of the insurance policy and the Lessee shall avail the same on demand.

5.12 Not to hold the Lessor responsible for any loss or damage suffered by the Lessee due to failure, disconnection or otherwise lack of water or electricity to the Demised Premises. Unless such interruption or disconnection exceeds seven (7) days consecutively.

5.13 The Lessee shall not cease carrying on business in the Demised Premises or abandon the Demised Premises continuously for one (1) month without notifying the Lessor in writing for the reasons for such abandonment of Demised Premises and indicating the date upon which the Lessee intends to resume occupation and, during the period that the Demised Premises remain unoccupied the Lessee shall take care of the Demised Premises including making security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the Demised Premises from vandalism, theft, damage or unlawful occupation or any material breakdown of the

6.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: -

6.1 The Lessor shall permit the Lessee to peacefully and quietly hold and enjoy the Demised Premises without any interruption or disturbance from or by the Lessor or any person in the care of the Lessor including but not limited to suppliers, agents or employees of the Lessor.

- 6.2 To maintain the Demised Premises and other parts of the building and to insure the Property against loss or damage by fire or water and in case of damage or destruction by fire unless the insurance moneys become irrevocable through any act or default of the Lessee to re-building and reinstate the same as speedily as possible.
- 6.3 To pay all existing and future land rents property taxes and all dues in respect of the Demised Premises.
- 6.4 To keep the roof, main walls of the Demised Premises, and the drains, supply and the pipes carrying the same to the Demised Premises in good and tenable repair and condition before handing over the Demised Premises to the Lessee and during the period of occupancy.
- 6.5 To provide security for the property at its own costs and/or expenses.
- 6.6 To ensure the generator operation, repairs and routine maintenance are timely done.

7.0 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:

- 7.1 If the Rent hereby reserved or any part thereof shall remain unpaid for (1) month after becoming due and payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any of the said cases and so often as the same shall happen it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises and shall not be in breach of the covenants herein contained.
- 7.2 If the Lessee shall be desirous of taking a lease if the Demised Premises for any further term after the expiration of the term hereby granted at the Rent and on the terms and conditions herein mentioned or hereafter to be agreed, the Lessee shall give not less than two (2) month's written notice before the expiration of the term hereby granted to the Lessor in writing of such desire and if he shall have reasonably performed and observed the stipulations herein contained then the Lessor shall let the Demised Premises to the Lessee for a further requested period at the same or higher Rental terms based on mutual discussions.

Initials: - Lessor *MU*

Lessee *MAMU*

- 7.3 If by any reason including civil disturbance, the Lessee cannot carry on their operation in Tanzania, the Lessee shall notwithstanding anything hereinbefore mentioned be entitled at any time thereafter by giving to the Lessor one (1) month's written notice to terminate this Agreement.
- 7.4 In the event of the Demised Premises or any part thereof at any time during the term hereby created being damaged or destroyed by fire, (excluding fire caused by the Lessee or its visitors or servants), or tornado, windstorm, or earthquake to be unfit for habitation, the Lessee shall be entitled to terminate the Lease and claim a balance of the Rent paid in advance for the period remaining from the Rent.
- 7.5 If the Lessee considers the facilities and or service provided at the said Demised Premises to be unsatisfactory, the Lessee can terminate this Agreement by giving two (2) months written notice. Similarly, if the Lessor feels that the Lessee's demands for facilities and or services at the Demised Premises are unreasonable, he can likewise terminate this Agreement by giving two (2) months written notice. In either case, the Lessee shall Rent for the notice period.
- 7.6 In the event of breach, fault, or noncompliance hereunder by the Lessor, the Lessee shall, before exercising any right or remedy available to it, give the Lessor a thirty (30) days written notice (or such longer period of time as may be reasonably required to cure a matter which due to its nature, cannot reasonably be cured within thirty (30) days demanding rectification of such breach, default or non-compliance of the claimed breach, default or non-compliance. If Lessor fails to perform or commence performance within such thirty (30) day period and diligently pursue the matter to completion then the Lessee may, in addition to its other remedies hereunder, cure any such default and pay any such lien or claim and the Lessee shall have the right to deduct the costs of such cure from the Rent thereafter becoming due. Nothing herein contained shall be construed as imposing any obligation upon the Lessee to perform the Lessor's obligations, nor shall performance by the Lessee be construed as obligating to the Lessor to continue such performance.

- 7.7 The Lessee shall not keep/ throw any garbage outside the lobby area of Demised Premises. If the Lessee wishes to set up special arrangement for collection of garbage other than the set standard by the Lessor, the Lessee should seek assistance from maintenance office for such arrangement.
- 7.8 The Lessee to comply with property rules and regulations regarding use of car park space which may be amended by management from time to time.
- 7.9 Not to discharge into the pipes serving the Demised Premises any oil or grease or any dangerous objects or poisonous explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.
- 7.10 The Lessee to ensure that, in case of any damages caused to the Lessor's property during loading and offloading of goods within the Demised Premises, the person responsible for such damages shall be required to pay for such damages.
- 7.11 The Lessor shall not be responsible for security or safe keeping of the Lessee's goods, property or the goods or property of its guests or clients in the property or the Demised Premises, and the Lessor shall not be liable for any loss or damage to the Lessee's goods, property or the goods or property of its guests or clients in the building or the Demised Premises, however, caused.
- 7.12 To indemnify and keep the Lessor indemnified from and against all actions, proceedings, costs, claims, and demands by third parties in respect of any damage or liability caused by or arising from the use of the Demised Premises by the Lessee, its servants, guest, customers, assignees, and agents on the Demised Premises.
- 7.13 The Lessee shall further indemnify the Lessor against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:

- a) Any act, omission or negligence of the Lessee or any person at the Demised Premises expressly or impliedly with or without the Lessee's authority and under the Lessee's control, or
- b) Any breach or non-observance by the Lessee of the covenants, conditions or other provisions of the Agreement or any other related matters.

8.0 NOTICE

8.1 Any notice required or permitted to be given or made under this Agreement and any other Agreement between the Parties shall be in writing, and any such notice shall be deemed to have been duly given or made when it shall be delivered by hand or by post, telegram, cable, email, fax or telex to the Party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or at such other address as such Party shall have designated by notice to the Party giving such notice.

8.2 For the purpose of service of notice under Clause 8.1 hereinabove the addresses of the Parties are as set out herein below:

For notices to the Lessor:

Name; MICHAEL NDONASIA MACHA

P.O. Box: 9874

Mobile No: 0753258734

For notices to the Lessor:

The Managing Director,

Atlanta Global Limited,

P. O. Box 32521,

Dar es Salaam, Tanzania.

9.0 CONFIDENTIALITY

9.1 Confidentiality of the information.

During the subsistence of this Agreement, each Party and/ or its affiliate(s) shall receive and maintain all confidential information in the strictest confidence that upon disclosure of any information by the Lessee it shall amount to breach of the contractual terms and the Lessor shall be entitled to review the terms and conditions herein including increase of Rent amount and shall have a right to forfeit the Security Deposit and impose any other penalties that it may deem fit and reasonable depending on the extent of damage suffered due to disclosure of information contained herein by the Lessee, its assignees, agents, suppliers or employees or any other person who may have access to this Agreement.

9.2 Limit to Disclose.

Each Party and/or its affiliate(s) shall limit disclosure of any confidential information to those of its employees, agents, and representatives on a need-to-know basis. Either Party prior to making disclosure of any confidential information shall exert best efforts to cause the receiving entity(ies) to execute papers and documents to effect substantial compliance with the provisions of this clause.

9.3 Legal obligation to disclose.

In case Party and/ or its affiliate(s) or any of their employees, agents or representatives, becomes legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party so as to permit such other Party to seek a timely protective order or other appropriate relief. If such order or order relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.

9.4 Information in public domain.

The obligation of confidentiality in respect of confidential information shall not apply to confidential information, which is now in, or hereafter comes into, the public domain otherwise than by breach of this Agreement.

9.5 Copies

Each Party and/ or its affiliate(s) shall make only such notes, sketches, drawings, photocopies or other written or photographic records relating to all confidential information as are necessary. All such materials shall belong to the Party and/ or its affiliate(s) to which the confidential information relates and, together with all other tangible expressions of confidential information held by any Party and/ or its affiliate(s) shall be returned to the owner forthwith upon the termination of this Agreement.

10.0 FORCE MAJEURE

10.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible under the circumstances and includes, but is not limited to government gazette notice, war, earthquakes, fire, explosion, storm flood or other adverse weather conditions, strikes, lockout or other industrial action (except where such invoking Force Majeure to prevent), confiscation or any other action by governments agencies.

10.2 Force Majeure shall not include:

- i) Any event, which is caused by the negligence or intentional acts of the Parties.
- ii) Any event in which a diligent Party could reasonably have been expected to take both into consideration at the time of conclusion of this contract and avoid or overcome in the performance of its obligation herein.

10.3 Breach of contract

The failure of either Party to fulfil any of its obligations shall not be considered as breach or default under this contract in so far as such inability that may arise from an event of Force Majeure provided that the Party affected by an event has taken all the reasonable precaution, due care, and the alternative measures with the objective of carrying out the terms and conditions of this Agreement.

10.4 Measures to be taken.

- i) Either Party affected by an event of Force Majeure shall take all the reasonable measures to remove such inability to fulfil its obligation with minimum of delay.
- ii) Either Party affected by occurrence of an event of Force Majeure shall notify the other Party of such event as soon as possible.
- iii) The affected Party shall give thirty (30) days' notices as to the occurrence and evidence of the event and specify measure to restore the situation.
- iv) The Parties shall take all reasonable measures to minimize the consequences of any occurrence of Force Majeure.

10.5 Extension of time.

Pursuant to execution of this Agreement, the time affected to carry out some obligations due to Force Majeure shall be equally compensated.

11.0 TERMINATION CLAUSE

11.1 If either Party shall desire to terminate the contractual term hereby granted, then the Party desiring to terminate shall give to the other Party no less than two (2) months' prior notice in writing of such desire. In the event of such termination the Lessee shall up to the time of such termination pay the Rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained or any amendments thereof.

11.2 Then immediately on the expiration of such notice the Demised Premises and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either Party against the other in respect of any antecedent claim or breach of covenant.

11.3 In the event that the Lessor issues notice of termination, the Lessor shall refund the balance of any paid but unused portion of Rent and security deposit amount save for that which the Lessor can rightfully deduct to ensure that the Demised Premises are returned to usable condition.

this 29 day of 01 2022.

STAMP

Name : Simon Rodrigue MAMALLA
Signature : [Handwritten Signature]
Address : 9752 [Handwritten]
Qualification : Advocate



Initials: - Lessor [Handwritten Initials]

Lessee [Handwritten Initials]