

LEASE AGREEMENT

This agreement is made on the^{17th} day of NOVEMBER, 2022

BETWEEN

MOHAMED ALI SULTAN of P.O. Box 79006, **DAR ES SALAAM**, (Hereinafter called the "**LESSOR**") of the one part

AND

TRY AGAIN LOGISTICS LIMITED of P.O. Box 11225, Dar es Salaam, (Hereinafter called "the **LESSEE**") of the other part.

WHERE AS:

The **LESSOR** is the lawful owner and occupier of property situated at **PLOT NO. 67, LIVINGSTONE AND PEMBA street**, within the **ILALA Municipal - DAR-ES-SALAAM** (hereinafter referred to as the "Property").

WHEREBY IT IS AGREED AS FOLLOWS:

1. That in consideration of the rent and covenants hereinafter reserved and contained the lessor hereby demises into the lessee for Commercial purposes (offices) and to have free right of passage through out from the demises premises over the land adjoining the demised premises for any lawful purpose to the public road and vice versa, to hold the said demises premises free of any encumbrances from **20th November, 2022** to **19th October, 2026** (hereinafter called the "term") at a monthly rent of shillings **Five Hundred and thousand shilling (Tshs.500,000/=)** only (hereinafter called "the reserved rent") and by signing this lease the lessor acknowledges to have been paid by the lessee rentals for six months. The premised rented is of 10 square meters.
2. The monthly rent shall be Shillings **Five Hundred and thousand shilling (Tshs.500,000/=)** only.
3. That on signing this Agreement the **LESSOR** acknowledges receipt of the sum of **Tshs Six Million Only (Tshs. 6,000,000/=)** being cash payment by the **LESSEE** for the lease of six months.
4. That this is a twelve months **LEASE AGREEMENT** in which rent is payable.

5. The **LESSOR** delivers the premises to the **LESSEE** in a clean tenantable state of repair with all the utilities such as electricity.
6. On this Lease Agreement the **LESSEE** shall pay the stamp duty and withholding tax.
7. The **LESSEE** shall pay to the appropriate authorities charges for electricity, and for water bills consumed on the premises during the tenancy period.
8. The **LESSEE** undertakes to take all reasonable care not to cause any damage or permit any damage to be caused on the **PREMISES**.
9. The **LESSEE** further undertakes to deliver the premises to the **LESSOR** in reasonably good condition at the determination on the tenancy.
10. The cleanliness and tidiness of the **PREMISES** shall be the responsibility of the **LESSEE**.
11. The **LESSEE** will permit, by prior appointment, the **LESSOR** at all reasonable time to enter upon the **PREMISES** for the purpose of viewing and inspecting the condition thereof and carry out any repairs.
12. The **LESSEE** shall not make or permit to be made any alterations or addition to the **PREMISES** without the previous written consent of the **LESSOR**.
13. The **LESSEE** shall at all time during the tenancy peacefully hold the **PREMISES** without any interruptions or harassment by the **LESSOR** or his agents.
14. That the **LESSEE** will not assign or sub-let or otherwise part with the premises hereby demised without the permission in writing of the **LESSOR**.
15. No gas appliance and or liquor, alcohol, intoxicating drug whatsoever, shall be kept, sold or sued at the demised premises.
16. The **LESSEE** at the expiration of the tenancy given the **PREMISES** in good condition and shall repair any damage of whatsoever nature made during the tenancy period.
17. The **LESSOR** shall give three months notice before the expiry of the paid up period of the lease if the **LESSOR** wishes to repossess the premises or increase the rent, or offer the demised premises to another **LESSEE**.
18. The **LESSEE** shall give three months notice before the expiry of the **LEASE** period if the **LESSEE** wishes to take another **LEASE** or otherwise extend the **LEASE**.

19. The **LEASE** agreement shall be on annual basis but the **LESSEE** shall have an option to renew subject to the mutual agreement on terms by both parties.
20. The **LESSEE** shall at the end of the **LEASE** period give vacant possession of the premises in good state of repair, unless the same have or are let to the **LESSEE**

IN WITNESS WHEREOF, BOTH PARTIES have executed this agreement on the day and year, first above written.

SIGNED and **DELIVERED** on behalf of by the said **MOHAMED ALI SULTAN** who is identified to me by the latter being known to me personally in my presence this 17th day of NOV., 2022
Before me:

[Signature]
.....

Name: MWAJUMA CHOGGY

Signature: *[Signature]*

Address: BOX 78013 DAR-ES-SALAAM

Qualification: ADVOCATE



SIGNED and **DELIVERED** on behalf of by the said **TRY AGAIN LOGISTICS LIMITED** by **NADIR SALUM ABDALLAH MUHENE** who is identified to me by the latter being known to me personally in my presence this 17th day of NOVEMBER, 2022
Before me:

[Signature]
.....
Date: 21/11/2022
Regional Manager - Kariakoo

Before me:

Name: MWAJUMA CHOGGY

Signature: *[Signature]*

Address: BOX 78013 DAR-ES-SALAAM

Qualification: ADVOCATE



STAMP DUFFY
Shs: 60,000 Collected
Receipt No:

TIN: 158-935-201

MHT = 800,000

SD = 60,000

[Signature]