

155-158-778

LEASE AGREEMENT

BY

AND BETWEEN

**MOWARA LIMITED
(Landlord / Lessor)**

AND

**TAJ TRUCKING LIMITED
(Tenant / Lessee)**

LEASE AGREEMENT

THIS AGREEMENT is made on the 22nd day of February 2022.

BETWEEN

MOWARA LIMITED of P.O. Box 8648, Plot 361, Tom Estate, Kurasini, Dar es Salaam, Tanzania (hereinafter called the **'LESSOR'** where the context so admits includes his successors and assigns) of the one part,

AND

TAJ TRUCKING LIMITED, of P.O. Box 8648, Plot 361, Dar es Salaam, Tanzania (hereinafter referred to as the **'LESSEE'** where the context so admits includes his successors and assigns) of the other part.

WHEREAS:

- A. The Lessor is the owner of a property situated at Plot No 361, Tom Estate, Kurasini, Temeke District, Dar es salaam hereinafter is referred as **"DEMISED PREMISES"** and is desirous of leasing the same to the Lessee; and
- B. The Lessee is willing to lease the **DEMISED PREMISES** from the Lessor, for the term, at the rent and upon the covenants, conditions, and provisions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1.0 TERM OF THE TENANCY:

The period for tenancy herein referred to as the "Lease Period", shall be for a term of **THREE YEARS** starting from **22/02/2022** up to **21/02/2025**

- a) The parties shall have the option to renew the Lease for a further period upon Agreement. The tenant shall notify the landlord of such intention 30 days prior to the expiry of the first contractual period. Unless amended by an addendum to this Agreement, other terms and conditions will remain the same.
- b) The Lessor or Lessee shall notify the other of an intention to terminate the Lease prior to the expiry of the lease period by giving 30 days' notice.
- c) In the event that, the Lease Agreement is terminated, the tenant will be entitled to a refund of the balance of the rent paid in advance.



2.0 RENT PAYABLE:

That with effect from **22/02/2022** the Lessee shall pay rent for the demised premises. That the rent chargeable shall be **Tanzanian Shillings Three Hundred Fifty Thousand (350,000/=TZS)** each month for **Three (3) years**

The Lessor shall deposit the consideration through cash payment or direct cash deposit into the following bank account; -

Bank name:
Bank account name:
Bank account number:

3.0

THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- (a) Lessee shall pay withholding tax and provide receipt to the Lessor within 7 days.
- (b) That, the Lessee shall pay **STAMP DUTY FEES** in connection with the preparation, execution and the validation of the LEASE AGREEMENT.
- (c) To pay service charge which will cover charges for water, sewage, electricity, garbage, parking and security.
- (d) At all material times during the said term to keep the premises including doors, windows, water taps, electric light fittings and other Lessor's fixtures and fittings in good and tenable repair, damage arising from natural disasters or other force majeure such as earthquake, thunderstorm, volcanic eruption, war, turmoil or reasonable and proper use excepted.
- (e) Not to make any alterations in or additions to the premises without the consent of the Lessor which consent shall not be unreasonably withheld or delayed.
- (f) Not to cut, maim or injure any of the walls or timbers of the premises on the said building or suffer or permit the same to be done save as may be reasonably required.



- (g) To use the DEMISED PREMISES for all legally allowed/ accepted use only in accordance with the laws of the United Republic of Tanzania.
- (h) Not to sub lease the premises without the written consent of the Lessor, such consent shall not be withheld unreasonably.
- (i) To buy insurance for their own properties.
- (j) To provide adequate security for his/her properties and all his /her goods kept in the demised premises. The Lessee acknowledges and agrees that the Lessor shall not be liable for any theft or loss on the demised premises during the entire period of the Lease.
- (k) The Lessee shall always make sure that he provides is serious patients with wheelchairs and other necessary facilities.
- (l) Save for the legitimate business of the Lessee not to conduct any other business or acts that will cause disturbance to other tenants.
- (m) The Lessee clients, patients, agents, employees shall use the back door as it shall be so directed by the Lessor.
- (n) The Lessee is to give the Lessor, or anyone authorized by him in writing access to the property on seven days written notice except in the emergency for the following purposes;
 - i. Inspecting the condition of the property or how it is being used
 - ii. Doing works which the landlord is permitted to do under this Lease
 - iii. Complying with any statutory obligation
 - iv. Conducting Valuation of the property

5.0 THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) The Lessor undertakes that, prior to the occupancy of the demised premises, all electrical and sanitary fittings, fixtures and installation will be in good and working order.
- (b) That, the Lessee shall hold and enjoy the said leased term without any interruption by the Lessor or any person or persons lawfully claiming through, under or in trust of the Lessor.
- (c) That, the Lessor shall ensure that, the demised premises are always in good and habitable condition and any repairs, e.g., leaking roof, undone



roofing, painting and repairs to electrical and sanitary fittings, fixtures and installations shall be carried out without delay at his own cost.

- (d) That, the Lessor shall pay land rent and other taxes in respect of the said demised premises.

6.0 APPLICABLE LAW

That this Agreement shall be governed by the Laws of the United Republic of Tanzania

7.0 INDEMNITY CLAUSE

The Lessee shall indemnify, defend and hold harmless the Lessor and each of its affiliates from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the Lessee or any of its affiliates as a result of, or in connection with, any third party claims to the extent caused, in whole or in part, by the fraud, gross negligence or willful misconduct of the Lessee or any of its affiliates in performing the services.

8.0 LIMITATION OF LIABILITY

The Lessee shall be liable for all the debts, obligations and liabilities which arises in the course of performing its obligations as a lessee under this Agreement, and the Lessor shall not in any way be liable for any error of judgment or mistake of law or for any loss suffered by the Lessee in connection with the performance of this Agreement, except for a loss resulting from a breach of the Parties' obligations as provided by this Agreement.

9.0 FORCE MAJEURE

- a) Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.
- b) A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- Notify the other party of the nature and extent of such Force Majeure Event within 14 days after the occurrence of the event; and
 - Use all reasonable endeavors to remove any such causes and resume performance under this Agreement as soon as feasible.

For the purposes of this clause, a Force Majeure Event means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other



nation al or international calamity or one or more acts of terrorism or failure of energy sources.

10.0 SEVERANCE

If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

11.0 EFFECTIVENESS

- a) That this Agreement shall become effective from the **22nd** day of **February 2022**.
- b) That both parties in this Agreement do hereby undertake to do everything possible to ensure the effective execution of the covenant.

12.0 TERMINATION

- a) If any party intends to terminate this Agreement at any point or at the end of the Agreement Period or at the end of any of the Additional Agreement Periods, a written notice via registered mail or delivery confirmed dispatch at least 30 (thirty) days prior must be delivered to other party.
- b) If any of the following events occur in respect to the Lessee, the Lessor may terminate the Agreement at their sole discretion with prior written notice:
- c) The Lessee voluntarily petitions or is involuntarily petitioned for bankruptcy; becomes insolvent, proposes liquidation, recapitalization, dissolution, or reorganization; a receiver is assigned to take property, and this is not dismissed within thirty days.
- d) A material breach of this Agreement is not resolved within 30 days after the details of the breach have been given with written notice

13.0 NOTICE

A notice served under this Agreement:

- Shall be in writing in the English language;
- Shall be signed by or on behalf of the party giving it;
- Shall be sent for the attention of the person, and to the address or fax number, given in this Clause (or such other address, fax number or person as the relevant party may notify to the other parties in accordance with the provisions of this Agreement.



14.0 VARIATION AND WAIVER

- a) Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.
- b) Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- c) No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- d) No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

15.0 RENEW

That, after the expiration of the contract **LESSOR** may renew the contract with the **LESSEE** on discussed terms

16.0 DISPUTE SETTLEMENT

The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement. If the matter is not resolved by Mediation within 30 days, the parties will each appoint an Arbitrator and the Arbitrators shall appoint the Chief Arbitrator to preside over Arbitration in accordance with the Arbitration Act.

IN WITNESS WHEREOF the Lessor and the Lessee have executed these presents on the day hereinbefore appearing: -

SEALED with the **COMMON SEAL**
Of the said **MOWARA LIMITED**
and **DELIVERED** at Dar es salaam
by the said
in our presence on this. 22nd
day of Feb. 2022.

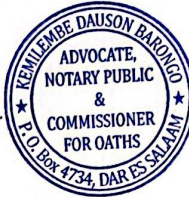
} _____
LESSOR

Name: FANE BALIT
Address: Kurasini, ASP, PO Box 9184
Qualification: Managing Director
Signature: [Signature]



BEFORE ME:

Name: *Kemulembe Dawson Barongo*
Address: *P.O. Box 4734*
Qualification: *Commissioner For Oaths*
Signature *[Signature]*



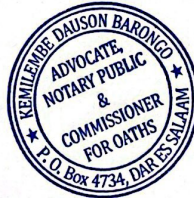
SEALED with the **COMMON SEAL**
Of the said **TAJ TRUCKING LIMITED**
and **DELIVERED** at Dar es salaam
in our presence on this. *22nd*
day of *Feb* 2022.



Name: *Ali Kiak*
Address: *Kuriani, ASK, AD Box 9984*
Qualification: *Managing Director*
Signature *[Signature]*

BEFORE ME:

Name: *Kemulembe Dawson Barongo*
Address: *P.O. Box 4734 Firm*
Qualification: *Commissioner of Oaths (Advocate)*
Signature *[Signature]*



WHT $350,000 \times 12 \times 10\% = 420,000$
SD $350,000 \times 12 \times 1\% = 42,000$
462,000

***** CUSTOMER COPY *****

Control No:

998416041604



TERMINAL ID : 803110040019025

FORWARD CHOICE INST 11828

ACC NAME : FORWARD CHOICE INVESTMENT

CARD NO : *****4902
TXN ID : FHI41981646138529

***** GEFG PAYMENT *****

DATE : 2022-03-01 15:42:09
BILL NO : 998416041604
NAME : TAJ TRUCKING LIMITED
PROVIDER : TRA-Commissioner for Domestic Revenue
EMAIL : services@tra.go.tz
DESCRIPT : TAX REVENUE BILL
MOBILE : 0686309007
CHARGE : 0

AMOUNT : 462,000 TZS

CUSTOMER SERVICE



TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue

TAX PAYMENT SLIP

N/A

N/A

N/A

0686309007

Amount the amount of TZS 462,000.00

Four Hundred Sixty Two Thousand Only

28/02/2022 00:00:00

Commissioner for Domestic Revenue

Tanzania Revenue Authority

CRDB BANK LTD

0150513982800

Details of Payment:

998416041604

TIN:

155158778

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

TAJ TRUCKING LIMITED

8116101374429000Y202203011330
W1116101316429000Y202203011323

FORWARD CHOICE INVESTMENT
AGENT FOR TAJ TRUCKING LIMITED
MERCHANT SERVICE

CRDB BANK PLC
MAR 2022



Signature Date 1.3.2022

Signature Date 1.3.2022

Bank use only
Reference number

Note to Commercial Bank:

Please capture the above information correctly.