

LEASE AGREEMENT

This Lease agreement is made on the 01st day of May 2022

Between

Mohamed Abdallah, of P. O. Box 16327 Dar Es Salaam, (hereinafter referred to as “the Lessor”) of the one part,

AND

Minock Group Limited of P. O. Box 70241 Dar Es Salaam (hereinafter referred to as “the lessee”) of the other part.

WHEREAS

- a. The Lessor is the lawful owner of premise at Plot 30 Mlandizi Mjini, Mlandizi Ward, Kibaha District Council in Coast Region (hereinafter referred to as “the demised premises”);
- b. The Lessee is willing to take the demised premises on lease at the rent mentioned hereinabove and on the terms and conditions hereinafter mentioned.

NOW THIS LEASE AGREEMENT WITNESSETH as follows:

- 1) The Lessor hereby demises into the Lessee the demised premises together with all fixtures and fittings for a period of 3 Years (36) months beginning from 01st May 2022 and ending on 30th April 2025 at the rent of Four Hundred thousand Tshs 400,000/= per month inclusive of withholding tax payable as follows:
 - a) The first payment shall be for 12 months’ rent payable within seven (7) days prior to the date of commencement of this agreement.
 - b) The rest of the rent shall be paid in advance after the expiry of the first (12) months period as specified in paragraph 1(a) hereinabove PROVIDED THAT the rent shall be paid within seven (7) days prior to the expiry of the preceding installment.
- 2) This Lease Agreement may be subject to renewal after the expiry of the term herein reserved upon one (1) months’ notice being issued by the party intending to renew and if the other part agrees on it.

LESSEE’S CONVENANTS

- a. The lessee shall pay the said consideration in the said consideration manner and those provided by the laws of the United Republic of Tanzania for the success of his business;

- b. The lessee shall apply and obtain necessary permits and licenses from the relevant authorities for operating their activities in the said property and other related business;
- c. Not to sublease, sublet or transfer, in any manner whatsoever, the property, or any part thereof, without the written consent of the lesser to be obtained in their general meeting duly convened however the consent shall not be unreasonably withheld;
- d. The Lessee must take out and maintain adequate insurance cover over all the movable property and any other assets on the property and cover risks over third parties surrounding the property;
- e. The Lessee shall always keep the property in good condition including repainting the property yearly. Upon termination or end of this contract the Lessee shall hand over the property to the Lessor in a clean condition as it were, except for reasonable wear and tear;
- f. The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this agreement and as provided by law of Tanzania. Where wish to use the property for any other reasons purposes than the agreed must seek prior written approval from the Lessor, however an approval shall not be unreasonably withheld;

UTILITIES

- a. The Lessee shall be solely responsible for payment of electricity, water bills install and use at her own expenses a back-up silent power generator, telecommunication system, security devices and water reservoirs generally the lessee undertake to pay all other bills connected with her business in the property used.

CESSATION OF THE AGREEMENT

- 1) Notwithstanding the provisions in this agreement, the tenure of this Lease Agreement is unlimited unless otherwise agreed by both parties in writing and reviewed after every ten (10) years. This agreement shall commence from the date of signing;
- 2) At the end of this period, the lessee shall vacate the property and surrender vacant possession of the property to the Lessor as it was given, in a boom clean condition. However, all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the Lessor on upon lapse of this agreement,
- 3) Either party can terminate this agreement by giving one (01) months written notice.

ALTERATIONS AND ADDITIONS

1. The Lessor here by authorizes the Lessee to build and make any improvements in the said property as may be deemed necessary to suit the business of the Lessee. However prior to written approval from the Lessor for any improvements must be sought and obtained;

2. The lessor here by authorizes the Lessee to attach fixtures, signs, insignia and advertisements within the property, provided the same shall not be detrimental to or in consistent with the terms of this Agreement or otherwise infringes the rights of neighboring premises. Such fixtures, signs, insignia and advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

FORCE MAJEURE

1. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Any Party asserting Force Majeure as an excuse shall have burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that prudent precautions could be contemplated.

ASSIGNABILITY

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.

DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties therein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

TERMINATION

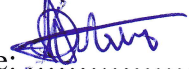
- (a) The Lessor shall be entitled to terminate this agreement by giving a one (01) month notice in writing to Lessee, if the latter is incapable of meeting her covenants;
- (b) Likewise the Lessee may terminate this agreement by giving a one (01) month notice in writing to the Lessor, should the latter be incapable of meeting any of her covenants.

APPLICABLE LAW

This Agreement is governed by the laws of the United Republic of Tanzania.

This Agreement has been entered in on the date started at the beginning of its 01st day of May 2022.


The Landlord

Signature: 

Name: Mohamed Abdallah

Date: 01/05/2022

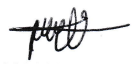
The Tenant

Signature: 

Name: Minock Group Limited

Date: 01.05.2022

The Witness

Signature: 

Name: MANYAMA NYAMBASI

Position: Advocate

Date: 01st MAY 2022

