

LAND REGISTRATION ACT (CAP. 334)

LEASE AGREEMENT

BETWEEN

BARWAAQO INVESTMENT LIMITED

AND

H.R.Y LOGISTICS LIMITED

**IN RESPECT OF THE PREMISES SITUATED
AT BUZA AREA NEAR ROMAN CATHOLIC CHURCH AND
OPPOSITE CHINESE MAT FACTORY , TEMEKE MUNICIPALITY**

**DRAWN BY:
KW KAPINGA & PARTNERS
PLOT 1, JITEGEMEE RD
MSASANI BEACH
DAR ES SALAAM
P.O BOX 75886
TANZANIA**

PETROL STATION LEASE AGREEMENT

THIS AGREEMENT is made on the Day of March 2022

Between

Barwaaqo Investment Limited of Temeke kwa Azizi Ally Bokoramni, Dar Es Salaam (hereinafter referred to as the “**Lessor**”) which expression shall, where the context so admits, include its Successors and Assigns) of the one part

and

H.R.Y LOGISTCS LTD with TIN 154-410-384, of **Buza areas near Roman Catholice church and opposie chinese mat factory** (hereinafter referred to as the “**Lessee**”) which expression shall, where the context so admits, include its Successors and Assigns) of the other part.

- A. **WHEREAS** the Lessor is the lawful Owner of the yard located at Temeke district in Buza area in Dar es Salaam (herein referred to the demise premises) and that he desire to lease the said yard.
- B. **WHEREAS** the Lessee has presented himself to the lessor as hanving the capacity, desire and intention and is willing to lease the said premises at an agreed consideration and upon the terms and conditions herein set for.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:-

1. The Lessor agrees to make available to the Lessee for exclusive use the office premises for a periodic tenancy of three Calendar years from 1st March 2022 up to 28th February 2025, at a consideration of Tanzanian Shillings Three Million Only (Tshs. 3,000,000) per month, payable yearly in advance at the rate of Tanzania Shillings Thirty-Six Million (TZS 36,000,000) only. Prior to moving in the premises.
2. The mode of payment shall agree to between the parties. The lessee shall provide proof of payment made through **AMANA BANK** with **NYERERE ROAD/PUGU ROAD BRANCH** in Account no. **00211008570001** in the name of **Barwaaqo Investment Limited**.

3. That the Lease and consideration stipulated above is specifically in respect of the commercial purposes only.
4. The Lessor further agrees to permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the duration of the lease.
5. The Lessee will during the continuance of the said tenancy keep the demised premises in good and tenable repair and will permit the Lessor and his agents with or without workmen or others at all reasonable times with a prior notice to enter the demised premises and inspect the condition thereof. The Lessee is also obliged to remove all his property after the lapse of the contract, failure to do shall allow the lessor to dispose the property as deemed fit.
6. The Lessee shall not erect, alter, improve, build or renovates any permanent structure nor sublease the premises without the consent of the Lessor in writing.
7. Notwithstanding para 3 above, the Lessee shall not use the premises in a manner leading to public nuisance and/or contrary to the Laws of the Land. The lessee shall be compliant with all the government laws, taxes, policies and insurances to be acquired by the lessee covering the premises and its contents. Failure to comply to the conditions the lessor shall charge the costs to the lessee and any other reasonable attorney fees that may arise. Failure to comply shall be considered as a breach of conditions in the contract.
8. The Lessee will on the determination/expiration of this lease deliver possession of the demised premises to the Lessor in a good tenable condition.
9. The Lessor undertakes to discharge all liabilities attached to the premises prior to this Lease including Land rent, electricity and water bills etc. Provided that all such liabilities save for the land rent shall be discharged by the Lessee from the date of commencement of the lease up to the end of the lease period.

10. It is hereby agreed that in respect of the demised premises the parties hereto shall respectively have all the rights and be subject to all the liabilities of a Lessor and of a Lessee as provided by the law governing the relationship of Landlord and Tenant in Tanzania.
11. Renewals and change in lease; Upon expiration of the rental terms provided for above, this lease shall automatically renew itself, indefinitely for the successive months' periods, unless the modified by the parties. The lessor may modify this lease or offer the lessee a new lease by providing notice to the lessee and a copy of the modifications made in the new lease. The lessee shall provide feedback and acceptance within thirty days (30) from the proposed date of changes, or a copy of the new lease received by the lessee.
12. Each part has the right to terminate this agreement upon mutual agreement and providing 3 months' notice to the other party.
13. Eviction.
The lessee shall be evicted from the premises in failure to do the following.
 - a) Failure to pay the rent in 30days from the date of when its due.
 - b) Failure to comply with the terms of the lease or any other cause allowed by the law.
14. Force Majore
Neither party to this Agreement shall be held responsible for any failure to fulfill any of its obligations hereunder if such failure is caused by strikes, lockouts, Acts of God, acts of piracy, rebellion, civil commotion, riot, military action, government order or decree, or other circumstances comprehended within the term "force majeure" as being beyond control of the parties or party concerned. In any such event, this Agreement shall be suspended until the cause of force majeure has ceased, provided that either party may elect to terminate this Agreement in the event of force majeure lasting longer, or reasonably expected to last longer than one month, by giving one month's written notice of termination to the other party.

15. Applicable laws: This contract shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the LESSOR and LESSEE have respectively hereto executed this deed the day and year first above written.

SIGNED and DELIVERED by the said **Barwaaqo Investment Limited** who is identified to me by ABDULRAHMAN AHMED The latter being known in my presence this 17th day of 02 /2022



Signature: [Handwritten Signature]

Postal Address: P.O. BOX 42577 Dm

Qualification: DIRECTOR

SIGNED and DELIVERED by the said **H.R.Y Logistics Limited** who is identified to me by HUMAD BADAR SAIF the latter being known in my presence this..... day of2022



Signature: [Handwritten Signature]

Postal Address: P.O. BOX 31090

Qualification: DIRECTOR



[Handwritten Signature]