

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 1st day of **October, 2022**

BETWEEN

TANGANYIKA INVESTMENT OIL AND TRANSPORT CO. LTD of P. O. Box 5999 DAR ES SALAAM (Hereinafter referred to as the **LESSOR**)

AND

MUSCAT GLOBAL BUSINESS LTD of P. O. Box 145 Dar es Salaam and with contact number 0753888883 (Hereinafter referred to as the **LESSEE**)

PART ONE

THE PARTIES HEREIN ABOVE NAMED WITNESSETH the following:-

1. THAT the **LESSOR**, demises into the **LESSEE** of the one parking yard situated and described as **Plot No.54 Mbezi Beach industrial area opposite to Interchick Poultry Farm Bagamoyo Road**, that the rent payable in respect of the demised parking yard shall be **Tanzania shillings ONE MILLION ONLY** per month (**TSH 1,000,000**).
2. The **LEASE** hereby created shall be valid for a period of **12 month** commencing on **1st October, 2022** and expires on the **30th September 2026** **Renewable upon mutual agreement between parties.**
3. The **LESSEE** shall pay the rent in **FOUR instalments.**

The **LESSEE** shall pay service charge of Tanzanian shillings Fifty thousand per month (**50,000**) i.e. 150,000 quarterly. Service charge will be used to pay security guards, electricity, water, fumigation, cleaning of common areas, and garbage collection costs

4. The **LESSEE** is shall pay a security deposit of shillings **One month rent (1,000,000/=)** which will be refunded at the end of the contract if the **LESSEE** shall not want to renew the contract and only if the yard is handed over back to the Lessor in clean and satisfactory condition as was handed over at the beginning of the contract by the **LESSOR** to the **LESSEE**, fair wear and tear excepted.

5. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:-

- i) To pay agreed rent during the term of the lease on the day and in a manner aforesaid (that is **THREE** months in advance) without any deductions to the **LESSOR** or at such other place as the **LESSOR** might from time to time direct.
- ii) At all times to keep and maintain the interior of the demises yard water taps, internal sanitary ware, electric wire, pipes, lights any other fittings therein, and to repair and maintain in clean and tenable repair, fair wear and tear excepted, throughout the lease period and to yield up to the **LESSOR** the demised yard in a tenable state at end of the lease.
- iii) To reimburse the **LESSOR** the costs of any special cleaning necessitated by reason of having allowed the demised yard to become dirty and/or verminous or to the fixtures and fittings other than by resulting from fair wear and tear.
- iv) To permit the **LESSOR**, his agents, with or without workmen, at all reasonable time of the day, not less than 24 hours previous written notice addressed to the **LESSEE** by the **LESSOR**, (or immediately in case of need) to enter upon the yard and examine the state of defects and want of repairs falling within the **LESSEE's** covenants, or to give **THIRTY DAYS** notice in writing to the **LESSEE** to repair such defects or want of repair.
- v) Subject to clause (iv) above, the **LESSEE** shall within a period of **THIRTY DAYS** from the receipt of any **NOTICE** in writing from the **LESSOR**, make good any defects of want of repairs found necessary, for which the **LESSEE** is liable. If the **LESSEE** shall not within the said period, after such a notice proceed with the execution of the such repairs, then it shall be lawful for the **LESSOR** to enter upon the said yard with all the necessary workmen and execute such repairs at the expenses of the **LESSEE**, notwithstanding that the carrying out of such repair works in a reasonable and proper manner may cause temporary obstruction, annoyance or inconvenience to the **LESSEE**.
- vi) Not to store or bring upon the demised yard any articles of a specially combustible, inflammable, or dangerous nature, and not to do or permit to be done anything upon the demised yard, or any part thereof, which may become a nuisance, annoyance, damage or inconvenience to the **LESSOR**, or occupiers of adjoining yard, or in the neighborhood, or to do or suffer to

be done anything whereby the insurance policy of the yard, or any part thereof may be rendered void or avoidable, or the increase to premium, and to reimburse all expenses or increases incurred by virtue of the breach of the covenant, and all such payment shall be added to and recoverable as rent.

- vii) To use the said yard for parking purposes only and not to change the conditions embodied in such without the consent of the **LESSOR** (or authorized representatives and agents) and to abide by the conditions embodied in such consent. Not to assign, underlet, or part with the possession of the demised yard or any part thereof without the written consent of the **LESSOR**.
- viii) To ensure that the yard remains in a quiet, peaceful and enjoyable environment required for residential area at all time during the lease period.
- ix) Not to erect any other building, structure or any partitions, wire roll upon the demised yard, nor to make or suffer to be made any alterations or improvement in or addition thereto, or to suffer any destruction, and to report in writing to the **LESSOR** any want of repair to the yard, **PROVIDED THAT** the **LESSEE** shall always, subject to prior written consent of the **LESSOR**, which shall not be unreasonably withheld, be allowed to erect or make any improvement and /or additions, which shall be removed prior to the termination or expiration of the said term. In such an eventuality, the **LESSOR** shall restore all damages thereby occasioned to their original state and condition as at the beginning of the lease.
- x) To maintain the demised yard in clean and sanitary condition and bear, pay, discharge all sewerage and cesspit emptying charges attributed to the demised yard. (need clarification)
- xi) To provide for and remain responsible for security at all times within the confines of the demised yard.(i.e. to ensure gate are closed at all times when you're not in the yard)
- xii) Immediately before the delivering up of possession upon expiry of, or termination of the lease, to have the interior of the demised yard painted, and restored the same to their state and condition. (Need clarification. See clause 7, 8(ii) and (iii) above)

6. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows:-
- a) THAT the **LESSEE** paying the rent hereby reserved, observing and performing all his obligations under this agreement shall quietly and

BAKIMU
WILAYA
KAWANZO

peacefully HOLD and enjoy the said demised yard during the term hereby created without unlawful interruption by the **LESSOR**, or any person claiming under it or in trust of it.

- b) To pay and discharge all rates, taxes, and land rent assessment, except service charges, upon the demises by the City or Urban Authorities. (depend with local authorities)
 - c) To keep the said yard in sufficient repair for the same to be usable for the purposes permitted under this lease agreement **PROVIDED** that the **LESSOR** shall not be liable to the **LESSEE** for any defect or want of repair under the covenant unless the **LESSOR** has sufficient written NOTICE thereof. (clarification on its applicability)**PROVIDED ALWAYS THAT** and it is hereby agreed and **DECLARED** as follows:-
7. THAT this agreement shall be subject to renewal at the end of the term herein created whereupon the **LESSEE** shall be required to give notice of his intention to renew the lease and thereupon pay the agreed rent **on the due date before or** on expiry of the term hereof.
 8. THAT both parties shall have the right to terminate the lease agreement upon giving the other party a one month's written NOTICE of the intention to do so, and the **LEASE** agreement shall be deemed to have ceased at the expiration of the said one months' notice. **PROVIDED** in the event of an early termination of the lease for, the **LESSOR** shall within two weeks refund the deposit and rent paid for unexpired period of the lease up to the date of such termination.
 9. **NOTWITHSTAND** the paragraph 11 above; the **LESSOR** shall have the right to summarily terminate this Agreement in the case where the **LESSEE** fails to pay the agreed rent at agreed time or refuse to abide to the terms of the lease.
 10. To comply with City or Urban Authorities requirements as to refuse collections, health regulations, which may include the removal from the yard of waste material, to dispose them in a safe manner as shall be required or directed by the City or Urban Authorities or Health Regulatory Bodies.
 11. THAT, this Agreement shall be governed by the Laws of the United Republic of Tanzania and shall be construed accordingly, and any disputes thereof shall be resolved in courts of law having jurisdiction in Tanzania.

IN WITNESS WHEREOF the LESSOR and the LESSEE duly executed these PRESENTS in a manner and on the dates hereinafter appearing.

SIGNED and DELIVERED by the said
TANGANYIKA INVESTMENT OIL AND
TRANSPORT CO. LTD and DELIVERED
in our presence

TANGANYIKA INVESTMENT OIL
AND TRANSPORT CO. LTD
P. O. BOX 5999
DARES SALAAM

This 4.....day of 10.....2022

SEAL

Before me:-

Name: OMARIGHALIB ALLY

Signature: *Om*

Address: P.O. BOX 599 DSM.

Qualification: DIRECTOR

SIGNED and DELIVERED by the said
MUSCAT GLOBAL BUSINESS LTD
and DELIVERED in our presence

MUSCAT GLOBAL LTD
P.O. Box 145
DAR-ES-SALAAM
SEAL

this 4.....day of 10.....2022

Before me:-

Name: IMRAN SONGORO

Signature: *Im*

Address: P.O. BOX 145 DSM

Qualification: MANAGING DIRECTOR

APPROVED BY MALECELA'IR

A. Saluma
04/10/2022

HAKIMU
MAHAKAMA YA MWANZO
WILAYA YA ILALA