

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO: 4 OF 1999)
CONTRACT OF LEASE
(Under Section 64)

Plot No. 148
Pugu Road, Kiwalani
Dar es salaam

We, **Capital Enterprises Ltd** of P. O. Box 6672 Dar es salaam (hereinafter called the Lessor) of one part hereby agree to lease part of the right of occupancy registered under the above reference to **XXXXXX of P. O. Box XXXX**, Dar es salaam (hereinafter called the lessee) of the other part.

1 Description of the land to be demised.

Ground floor B1
Block D Floor 2,3,4 Dar es salaam
Ground Floor B1: 40m2
2nd floor: 356m2
3rd floor: 356m2
4th floor: 337m2
Total: 1

2 Duration/Type of Lease

5 years year from 1st May 2022 – 30th April 2027

3 Purpose of Lease

Commercial

4 a) Rent

Rent per Month

Ground Floor B1: US\$188.8
2nd floor: US\$391.6
3rd floor: US\$391.6
4th floor: US\$370.7

Total US\$ 1,342.7 per month INC VAT Payable in 6 months advance

b) Mode of payment

Cash, cheque or Bank transfer

5 Date of execution of lease

1st May 2022

6 Date of delivery of possession of the demised land to the lessee

In passions of occupation

7 Covenants to the lessee

- a. To pay the rent reserved on the day and in the manner aforesaid.
- b. To pay electricity and water bill of the premises each month regularly.
- c. To pay 10% withholding tax.
- d. To Build and maintain toilets for their staff.
- e. To provide security guards to monitor the entry and exit of their staff.
- f. To permit the lessor and his agents at all reasonable times to enter and examine the state of repair of the premises, and in case of rent default right of entry is given to the lessor.
- g. To abide by the regulations governing commercial properties, especially with regards to city regulations in respect of fire, garbage and refuse, Cleanliness, health etc.
- h. Not to make any alteration or addition to the demised premises without lessor's consent in writing. Minor repairs allowed at Lesse's expense.
- i. Not to assign, underlet or part with the possession of the premises or any part thereof without the consent of the lessor.
- j. Not to use or suffer the demised premises or any part thereof for any illegal or immoral purposes or for any hazardous material.
- k. Not to assign, underlet or part with the possession of the demised premises or any part thereof without the consent of the lessor.
- l. Not to operate any sound producing equipment beyond a level of annoyance to neighborly relations with other persons residing or working in the same building.
- m. To take care of security equipments and any damage to be forthwith repaired at lessee's expenses.
- n. To yield up the demised premises in good condition at the expiration of the lease term hereby granted.
- o. To take care of locks and security alarm equipment installed at the premises. Notwithstanding these the Lessor will not be responsible for any theft or fire into the premises. Lessor is advised to insure his goods or other contents in this respect.

9 That the Lessee paying the reserved rents observing the stipulation herein on Their part contained shall peacefully enjoy the demised premises without any Interruption by the Lessor or any person claiming under or in trust for the Lessor.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- i. The Lessor warrants and represents, upon which warranty and representation the Lessee has relied in the execution of this Lease, that the Lessor is the owner of the Demised Premises, free and clear of all encumbrances as of the date of this agreement.
- ii. The Lessor covenants and agrees that, subject to the Lessee paying the rent and observing and performing all of the terms, covenants and conditions on the Lessee's part to be observed and performed hereunder, the Lessee shall peaceably and quietly have, hold, occupy and enjoy the Demised Premises in accordance with the terms of this Lease without hindrance, interference from the Lessor or any persons lawfully claiming through the Lessor.

10 Option to renew

- (1) Lessor / Lessee agree to review Rent within 6 months notice
- (2) Lessee to give three (3) Month notice to vacate the premises

BREACH OF THE LEASE

The following shall constitute events of default (each such event being hereinafter referred to as an "Event of Default"):

- i. if either party to this Agreement fails to pay any amount due by it in terms of this Agreement, on due date, and fails to remedy such breach within a period of 60 (sixty) days after the giving of written notice to that effect to it by the other party; or
- ii. if either party to this Agreement commits any other material breach of any condition of this Agreement and fails to remedy that breach within 30 (thirty) days after the receipt of written notice to that effect to it by the other party in the first instance and thereafter 14 (fourteen) days after the receipt of a second written notice to that effect to it by the other party

TERMINATION

Either party may terminate this agreement at any time after the first six months, by giving the other party at least three months' notice in writing

FORCE MAJEURE

Neither party to this lease shall be liable for non-performance of any obligation under this lease if such non-performance is caused by a force majeure event. For the purpose of this clause, force majeure means an unforeseeable act beyond the control of and without the negligence of the party claiming force majeure, including without limitation, fire, floods, acts of god, strikes, war, acts of terrorism etc.

SEVERABILITY

Each clause, sub- clause, paragraph and sub-paragraph of this lease is severable from each other. In the event of one or more clauses, sub- clauses, paragraphs and/or sub-paragraphs of this lease being found to be unlawful or in any other way being void or voidable and unenforceable, this shall not in any way effect the remainder of the lease and in particular the validity and enforceability of the remainder of the lease.

DISPUTE RESOLUTION

- i. In the event of any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof then any party may give written notice to the other party/ies to initiate the procedure set out below.

ii. The parties shall first endeavour to settle the dispute by mediation.

11 Lease to be registered at TRA by Lessee

Tenant must provide us receipt of Withholding tax for Account purpose and to submit to TANZANIA REVENUE AUTHORITY as per rules

SEALED with the **COMMON SEAL** of the
Said **CAPITAL ENTERPRISES LTD.**
And DELEVERED at Dar es Salaam in our
Presence this ____ Day of _____ 2016

Name: **MR. DHANANI M.K.**

Signature: _____

Address: **P.O.BOX 6672
DAR ES SALAAM**

Designation: **DIRECTOR**

CONTACT PERSON: Shaheed Dhanani

Email: finance@capitalincgroup.com
coo@capitalincgroup.com

SEALED with the **COMMON SEAL** of
Said xxxxxxxxx
and DELEVERED at Dar es Salaam in our
Presence this ____ Day of _____ 2016

NAME: _____

Signature: _____

Address: **P.O.BOX xxxxxxxxx
DAR ES SALAAM**

Designation

CONTRACT PERSON _____

PHONE NO: _____

CELL NO: _____