



TANZANIA POSTS CORPORATION

LEASE AGREEMENT

BETWEEN

**THE TANZANIA POSTS CORPORATION
(LESSOR)**

AND

GAMA INCORPORATION LIMITED

(LESSEE)

LEASE AGREEMENT

THIS AGREEMENT is made the **1st** day of **July 2022** **BETWEEN THE TANZANIA POSTS CORPORATION** a statutory corporation established by virtue of the Tanzania Posts Corporation Act No.19 of 1993, whose Head Office is situated at Plot Number 6 & 7 along Ohio/Ghana street, Ilala District, P. O. Box 9551, Dar es Salaam (hereinafter to be referred to as "**THE LESSOR**", which expression shall, where the context so admits include its successors and assigns) of the one part and **GAMA INCORPORATION LTD** whose registered office is situated on **1 Nyalali Curve, Masaki Area, Post Office Box 6648 Dar-es-Salaam** (hereinafter to be referred to as "**THE LESSEE**", which expression shall, where the context so admits include its successors and assigns) of the other part.

WHEREAS, IPC the registered owner of the open space (demised premises) situated at Plot No. **1863 Msasani Peninsula** measuring **105 square meters at Msasani Peninsula in Kinondoni Municipality** permits **GAMA INCORPORATION LTD** to build Temporary structure for the storage of their electronics equipments.

AND WHEREAS, THE LESSEE is willing to build temporary structure over the demised premises for storage of electronics equipments at its own cost.

1. **THE LESSEE** is permitted to occupy the open space measuring 105 square meters for one (1) year commencing on **1st day of July, 2022** and has the restricted right to build temporary structures over the same use.
2. **THE LESSEE** shall be entitled upon giving a written notice to the landlord and obtaining a written consent from the landlord to undertake any improvement and/or development over the demised premises.
1. **THE LESSEE** shall make an application for undertaking improvement over the demised premises accompanied by drawings and where appropriate a

specification in duplicate prepared by an architect or member of some other appropriate profession or professional organization who shall supervise the work throughout to completion.

4. **THE LESSEE** will pay monthly rental of Tshs. 5,714.29/= per square meter which is equivalent to Tanzania Shilling Six Hundred Thousand (Tshs. 600,000/=) for 105 square meters. The rental payments shall be made either at the beginning of the month, quarter or year by the lessee and any delayed payments shall attract a monthly penalty of 4% above the National Bank of Commerce (NBC) lending rates.
5. The above rent is subject to annual review at the **LESSOR's** sole discretion but in line with the market conditions.
6. **THE LESSEE** guarantee that during the whole period of this agreement, shall not discharge into the pipes serving the demised premises and the building common parts any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be compulsive or otherwise harmful to the pipes or cause obstruction or deposit in them.
7. **THE LESSEE** is responsible for obtaining, retaining and renewing all permits and licences relating to the operations. **LESSOR** is obliged to provide **THE LESSEE** with copies of related documentation (such as title or land registration deeds) in order to verify that indeed **LESSOR** is the true owner of the piece of land that will be leased to **THE LESSEE**.
8. **LESSOR** will allow any reasonably required cables (power or technology) to be run over or under the adjoining property that are needed to connect to the storage office.
9. If there is a material breach that has not been resolved within 90 days of the written notice of the breach, then the other party shall have the right to terminate this agreement. Upon termination of this agreement, **THE LESSEE**

agrees to remove all temporary structures constructed over the demised premises.

10. If there are any disagreements between the parties to this agreement which cannot be resolved amicably within 21 days, the dispute shall be settled by arbitration in accordance with the Arbitration Act; Cap. 15 of the Revised Laws of Tanzania and this agreement shall be governed by and construed in accordance with the laws of the Tanzania.
11. **THE LESSEE** has the right to assign the agreement to a third party upon written notice to **LESSOR** subject to written consent from the Landlord.
12. If the **TENANT** shall give to the **LANDLORD** a written notice of at least three months before the expiration of the term hereby created and if there shall not be at the expiration of such term any existing breach or non-observance of any of the covenants on the part of the **TENANT** herein before contained, then the term hereby created of the demised premises may be extended for a further term to be mutually agreed by the **LANDLORD** and the **TENANT** which term shall commence at the expiration of the term hereby created.
13. **THE LESSEE** shall obtain appropriate levels of insurance for the occupation of the demised premise. Any damage, loss to the demised premises caused by the **TENANT** shall be repaired at **TENANT**'s cost.
14. **LESSOR** confirms that the necessary authorizations have been obtained to enter into this agreement with **LESSEE** including obtaining all documentation relating to the ownership of the land and paying all government taxes relating to the land.
15. Upon expiry of the notice, this Lease Agreement will be deemed terminated and **THE LESSEE** shall pay an equivalent of three (3) month's rent as compensation for the early termination of this Lease Agreement, unless there is less than three (3) months remaining on the term of this Lease Agreement in which case, **THE LESSEE** shall pay the remainder of the Rent due up to the date of expiry.

16. **THE LESSEE** shall return the leased premises to the original state by the end of the termination notice period or at the expiration of the lease tenure.
17. This agreement embodies the entire lease agreement and understanding of the Parties and supersedes and invalidates any prior written lease agreements. In the event of a conflict between this Lease Agreement and any other document relating to the lease, the terms of this agreement shall prevail.

SIGNED and **DELIVERED** for and on behalf of
TANZANIA POSTS CORPORATION before me

This 11th Day of July 2022

STAMP OF THE LESSOR

Name: AMWESIGA KAMIHANDA
Designation: for PMS
Address: P. O. Box 9551-DSW
Signature: [Signature]

BEFORE ME

Name:

Designation:

Address: P. O. Box

Signature: [Signature]



SIGNED and DELIVERED for and on


Behalf of

This **1ST** Day of **July 2022**




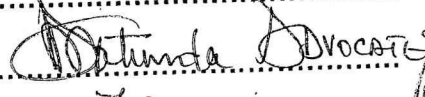
Name: **Cidy Reginald Gama**
Designation: **Chief Executive Officer - CEO**
Address: **P. O. Box 6648 Dar es salaam**



Signature: 

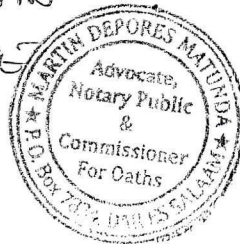
BEFORE ME

Name: 

Designation: 

Address: P. O. Box **7834**

Signature: 



SIGNED and **DELIVERED** for and on

Behalf of

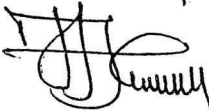
This **1ST** Day of **July 2022**



STAMP OF THE LESSEE

Name: **Cidy Reginald Gama**
Designation: **Chief Executive Officer - CEO**
Address: **P. O. Box 6648 Dar es salaam**



Signature: 

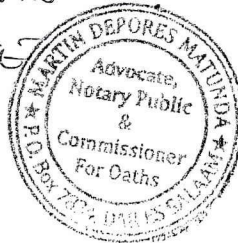
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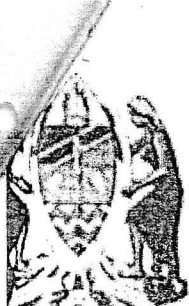
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Address: P. O. Box 7834

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TANZANIA



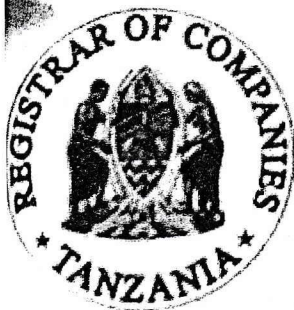
Register of Companies Short information

Information date and time: 04/11/2019 09:07:50
Registration date and time: 09/05/2011 00:00:00

- 1. Status: Registered
- 2. Incorporation number: 83125
- 3. Company: GAMA INCORPORATION LIMITED
- 4. Company type: Private company Limited by shares
- 5. Registered office: Region Dar Es Salaam, District Kinondoni, Ward Kinondoni, Postal code 14110, Street Nyota Tano, Road Kawawa Road, Plot number 250, Block number 41, House number 31
- 6. Contacts: Email: info@gama.co.tz, Mob no/Tel no: 255682004439, P.O.Box 6648
- 7. Business activity: 2640 - Manufacture of consumer electronics, Main activity

Information ordered by: CIDY GAMA

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Company.



Registrar of Companies