

**LEASE AGREEMENT**

**BETWEEN**

**MOHAMED HASSANALI KANJI  
T/A MOHAKANJI BUILDING DEVELOPER**

**AND**

**SGA SECURITY TANZANIA LIMITED**

**DRAWN BY:**

LEGAL UNIT  
SGA SECURITY TANZANIA LIMITED  
P.O.BOX 9390  
DAR ES SALAAM

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# LEASE AGREEMENT

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THIS AGREEMENT is made in Dar es Salaam this 17<sup>th</sup> day of April 2024

Between

**MOHAMED HASSANALI KANJI T/A MOHAKANJI BUILDING DEVELOPER with TIN 100-837-099** of P.O. Box **77705** Dar Es Salaam and residing in Dar Es Salaam, Tanzania (hereinafter called "the Lessor") of the **ONE PART**,

And

**SGA SECURITY TANZANIA LIMITED with TIN 100-101-742**; A Company existing under the laws of Tanzania of Postal Office Number 9390 Dar es Salaam, Tanzania, (hereinafter called "the Lessee") of the **OTHER PART**.

## WHEREAS:

- (a) The lesser is absolutely seized and possessed or otherwise well and sufficiently entitled to the property known as **Plot Number 74, HSE A&B, Located at Mikocheni, Warioba Street, in Kinondoni Municipal within Dar Es Salaam**, hereinafter referred to as "***the demised premises***".
- (b) The Lessor has agreed to grant the Lease in respect of the said Property for a period of Five years commencing on **1<sup>st</sup> July 2024** to **30<sup>th</sup> June 2029** without any interference, subject to the terms and conditions laid down in this Lease.
- (c) That the payment of the rent will be enforced on half year basis whereby the Lessee will pay the half rent to the Lessor for each year in the manner stipulated herein;
- (d) The Lessee has agreed and hereby undertakes to rent the said demised property for the said period and upon conditions and in the manner hereinafter stipulated.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

### **1.0 Lease**

IN CONSIDERATION of the rent and the Lessee's covenants hereinafter reserved and contained, THE LESSOR HEREBY LEASES to THE LESSEE the property known **Plot Number 74, HSE A&B, Located at Mikocheni, Warioba Street, in Kinondoni Municipal within Dar Es Salaam**, for a period of Five (5) Years commencing on **1<sup>st</sup> July 2024** to **30<sup>th</sup> June 2029** Subject to renewal as stipulated under **Clause 3** herein below.

## 2.0 Payment of Rent

- 2.1 The monthly rent payable under this Lease shall be **Six Thousand, United States Dollar, (\$ 6,000) which is equal to Tanzania Shillings Fifteen Million and Six Hundred Thousand (Tsh.15,600,000) VAT and WHT inclusive**, the same shall be paid to the Account number **0150121642500** Account name; **MOHAMED HASSANAL KANJI at INTERNATIONAL HOUSE BRANCH,DAR ES SALAAM of STANDARD CHARTERED BANK TANZANIA LIMITED.**
- 2.2 **The monthly rent payable under this lease will depend with the exchanging rate of the particular year.**
- 2.3 That the rent shall be paid by the Lessee half yearly in advance.

## 3.0 Termination of the Term

- 3.2 Either party shall be at liberty to terminate this agreement before its expiration by giving the other party ONE year notice of the desire to do so and the lease shall determine on expiration of such notice. Provided that: -
- (i) Where such termination is at the instance of either party then the Lessor shall refund all the monies paid as advance rent taking into consideration the period the Lessee shall have occupied the premises.
  - (ii) Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.
- 3.3 Any Notice under this Lease Agreement shall be in writing. Any Notice to the Lessee shall be sufficiently served if addressed to the office of the Lessee and any notice to the Lessor shall be sufficiently served if sent to him by email, registered post at his aforesaid address or his agent.

## 4.0 Landlord's Warranties and Representations

- 4.1 The Lessor warrants and represent to the Lessee that he is the owner of the premises herein demised and that he is legally capable and duly authorised to enter this Lease and perform all the obligations set out herein. The Lessor further warrants and assures the Lessee that the Lessee shall enjoy peaceful possession of the premise without any interference from the Lessor or any person claiming for, under, or, in trust for him and that they shall keep the Lessee free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.



## 5.0 Lessee's Rights and Obligations

The Tenant **HEREBY COVENANTS** with the Lessor as follows: -

- 5.1 To pay the reserved rent at the time and in the manner herein provided.
- 5.2 To pay all charges in respect of water bills, electricity, garbage disposal, etc, (including meter rents, if any) in connection with the demised premises during the said term.
- 5.3 The Lessee is not allowed to bring unnatural things in the demised property;
- 5.4 To allow the Lessor and/or his officer (s) and agent (s) at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised property;
- 5.5 Not to use the demised property or any part thereof for any illegal or immoral purpose;
- 5.6 To yield up the demised property with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained.
- 5.7 The Lessee must seek the consent of the Landlord before doing any sort of renovation.
- 5.8 To pay stamp duty tax.
- 5.9 Not to assign, sublet or part with the possession of the demised premises hereby demised without the prior written consent of the Lessor
- 5.10 Not to use the demised premises in a way which would create nuisance or any damage to the public or neighbours.

## 6.0 Lessor's Rights and Obligations

The Lessor **HEREBY COVENANTS** with the Lessee as follows:

- 6.1 Subject to the Lessee performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessee's peaceful enjoyment of the demised premise throughout the said term;
- 6.2 For the purpose of maintaining and inspecting the property, the Lessor reserves the right to enter the premise to inspect the necessary repairs, so long as such entry is at prearranged times, with the consent of the Lessee (which consent shall not be unreasonably withheld) and, at Lessee's discretion;

6.3 To pay all land taxes.

6.4 Lessor shall not mortgage or use the demised property as security without notifying the Lessee.

## **7.0 Force Majeure**

7.1 Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").

7.2 For the purposes of this clause a force majeure event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the party effected.

7.3 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist and the effects of that impediment are no longer affecting the affected party. Provided that if a force majeure event continues for a period of more than 30 (thirty) consecutive days, the other Party shall be entitled to terminate this Lease by written notice to the Party seeking relief.

7.4 Termination of the Lease due to the above shall not be in prejudice to the prior acquired rights in terms of unpaid rent for the period the property were occupied by the Tenant or to claims for refund of rent for the period not yet utilized by the Tenant.

## **8.0 Governing Law & Dispute Resolution**

8.1 This Lease shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

8.2 Courts in Tanzania shall have jurisdiction to determine any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties



hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the Lease.

**9.0 Execution of Copies**

This Lease shall be executed in duplicate; one shall be retained by the Lessee and the second by the Lessor.

**IN WITNESS WHEREOF** the parties have hereunto set their hands the day and year first above written.

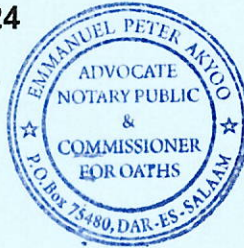
**SIGNED and DELIVERED** by the said **MOHAMED HASSANALI KANJI** who is known to me/or has been introduced to me by

LESSOR

the latter being known to me personally this 17th day of April 2024

**BEFORE:**

**SIGNATURE:**



**NAME:** Emmanuel Akjoo

**QUALIFICATION:** ADVOCATE

**SEALED** by the **COMMON SEAL** by the said **SGA SECURITY TANZANIA LIMITED** and delivered at Dar es Salaam in our presence this 17th day of April 2024

SEAL

**SIGNATURE:**

**NAME:** ERIC KIBET SAMBU  
CPA(K), CPS(K), MKIM, MBA

**QUALIFICATION:** MANAGING DIRECTOR



**STAMP DUTY**

Shs: 1,872,000 Collected:  
Receipt No: 1155 Dated: 20/04/2024  
Sign:

**LARGE TAXPAYERS DEPARTMENT**

Control No:

998390351415

**ISO 9001: 2015 CERTIFIED**

**Commissioner for Large Taxpayers Department  
Order Form for Electronic Funds Transfer to Bank of Tanzania**

Name of Account Holder(s): SGA SECURITY TANZANIA LIMITED  
 Bank Account Number: 012103000747  
 Name of Commercial Bank: NBC LIMITED  
 Mobile Phone: 0784788444

Please transfer from my/our account the amount of TZS 1,872,000.00  
 Amount in Words: One Million Eight Hundred Seventy Two Thousand Only

Value Date: 30/04/2024  
 To: Commissioner for Large Taxpayers Department  
**Tanzania Revenue Authority**  
**Bank of Tanzania**

Account Number: 9921133501  
 SWIFT Code: TANZTZX

Details of Payment (field 70 of MT103): 998390351415  
 Taxpayer TIN: 100101742  
 Taxpayer Name: SGA SECURITY TANZANIA LIMITED

**TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)**

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty on Land transactions	4847767	11414102	1,872,000.00

Signature ..... Date...../...../20.....

Signature..... Date...../...../20.....

**Bank use only**  
**Reference number**

**Note to Commercial Bank:**

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.



## REVENUE RECEIPT

<b>TAXPAYER NAME</b>	SGA SECURITY TANZANIA LIMITED
<b>BANK REFERENCE</b>	0010104246154772
<b>RECEIPT DATE</b>	30/04/2024
<b>CONTROL NO</b>	998390351415
<b>TIN</b>	100101742
<b>RECEIPT NO</b>	0010104246154772
<b>GePG RECEIPT NO</b>	924121247203862
<b>AMOUNT</b>	TZS 1,872,000.00