

LEASE AGREEMENT

BETWEEN

PTG TRANSPORTATION CORPORATION LIMITED

.....

AND

FRECKSON NICHOLAUS MLAY

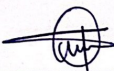
**Drawn By:**

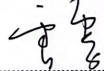
**Lawson Attorneys, Rengua Road Adj. To Tanesco,**

**P.O.Box 480, Moshi,**

**Phone no. +255 766 912 907/787 751 075,**

**Email: dgnmallyags@gmail.com**

LESSOR.....

LESSEE.....

**THIS LEASE AGREEMENT** ("hereinafter referred to as the Agreement") shall be effective from the ...15th day of July...the year 2022.

**BETWEEN**

**PTG TRANSPORTATION CORPERATION LIMITED** Post office Box 58 HIMO. Kilimanjaro Tanzania ("hereinafter referred to as the lessee") registered in Tanzania under the companies act Cap 212 which expression in so far as the context admits , shall include assigns, representative, heirs and successors in title, on one hand;

**AND**

FREDERSON N. MUYI of Post Office Box 09 MORDULU ("hereinafter referred to as the Lessor") which expression in so far as the context admits, shall include assigns, representative, heirs and successors in title, on the other hand.

**WHEREAS** the lessor is the legitimate and exclusive owner of House / plot, situated on Plot no 287, Block C, House No. 93 Haru within Kilimanjaro Region

**AND WHEREAS** the lessee has offered and the Lessor has agreed to lease the referred house (hereinafter called the property);

**AND WHEREAS** the Lessee intends to use the Property for Business purpose and allied purpose for a rental term as stated in this Agreement;

**AND WHEREAS** for the purpose herein mentioned, the lessee is willing to lease the Property free from any liabilities from the Lessor, and Lessor is willing to lease the Property to the Lessee and have it back at the end of the term of this lease likewise free from any liabilities of the lessee and in each case in accordance with the terms and conditions stipulated in the agreement;

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

**1. THE LEASE**

Subject to the terms of the agreement the lessor hereby leases the property to the lessee and the lessee hereby takes the property on lease from the lessor.

**2. THE TERM OF THE LEASE**

2.1 The term of the lease in this Agreement is 36 (**THIRTY SIX**) Months commencing from the effective date referred hereto above.

2.2 The lessor may 1 to 3 months before expiration of the term of this lease, extend it for another term to be negotiated with the lessee.

LESSOR.....

LESSEE.....

**3. THE RENT**

- 3.1 The rent payable shall be **Tanzania Shillings fifty thousand only (TZS50,000/=)** per month.
- 3.2 The rent shall be paid in a lump sum for the whole 12 months, **Tanzania Shillings Six hundred thousand only (TZS 600,000/=)**.
- 3.3 The lessee shall pay the Lessor all the rent in cash and without delay..

**4. QUIET ENJOYMENT**

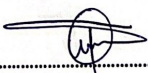
So long as the Lessee shall perform his obligations under this Agreement, the Lessee shall have the right to quiet enjoyment of the property throughout the terms hereof without interruption by the Lessor or by any person claiming by, through, under or in trust for the Lessor.

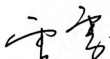
**5. PAYMENTS AND TAXES**

- 5.1 The Lessor shall, in particular, be liable to pay Land Rent and property Tax as shall be imposed by the Government from time to time.
- 5.2 The Lessor hereby agrees to pay the withholding tax as imposed by the Tanzania Revenue Authority.

**6. PRESENTATIONS AND WARRANTIES**

- 6.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor:
  - 6.1.1 The Lessor is the legitimate and exclusive registered owner of the Land pertinent to the property. And that the said land is not encumbered in any manner whatsoever.
  - 6.1.2 The Lessor has the sole right to occupy, and use the property and has the right to grant to the Lessee all rights and privileges granted to the Lessee pursuant to this Agreement.
  - 6.1.3 The Lessor has full power and authority to execute this Agreement and to perform his obligations herein stipulated.
- 6.2 The lessee hereby represents warrants and undertakes to the Lessor:
  - 6.2.1 To pay during the said term the said reserved rent payments hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.
  - 6.2.2 To keep the property in good and tenatable repair.
  - 6.2.3 To maintain all the surroundings
  - 6.2.4 To allow the Lessor to inspect the house upon notice in the lapse of every six months.
  - 6.2.5 To pay utility bills of the property subject to this Agreement.

LESSOR.....

LESSEE.....

- 6.3 This Agreement is valid and binding on the Lessor and is enforceable against the Lessee in accordance with its terms.
- 6.4 The execution, delivery and performance e of this Agreement by the parties hereto will not result in the breach or violation by the parties hereto of any law or regulation applicable to it or any contract or commitment by which the Lessor is bound.
- 6.5 As far as the lessor is aware, there are not pending or threatened actions by any government or authority which would adversely affect the lessor's right in the demise premises or any right of the lessee in the agreement
- 6.6 With respect to utility connections, the lessee accepts the property as on its own basis
- 6.7 The lessor's spouse has no objection to any of the terms of this lease
- 6.8 The lessor shall not use the Title Deed and the lessee shall not use the lease deed as a pledge or security for any loan during the term of this lease. For avoidance of doubt, the lessee shall have no right to sub-let or assign the lease

**7. TERMINATION**

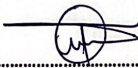
In the event that the lessee concludes that due to circumstances beyond his control, it can no longer requires the property for its use, he shall issue a six months' Notice to the lessor to that effect that desires to terminate this lease and shall, at the expiration of the notice, hand over to the lessor control and possession of the property under the same conditions as if the terms of the lease and come to an end, and the lessor shall not be under any obligation to refund the lessee any rent already paid but not earned by the lessor

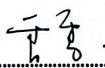
**8. NOTICE**

Any notice, declaration or other communication required or authorized to be given by one party under the agreement to the other party shall be in writing and shall either be personally delivered or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, on the next following business day, and if by courier and properly signed for, on the third following business day.

**9. SEVERABILITY**

If any provision of this lease agreement is held unenforceable under any applicable law, then the provision shall be excluded from this agreement and the balance of the agreement shall be interpreted as if such provision were so excluded and all other

LESSOR.....

LESSEE.....

provisions of the agreement shall continue to be enforceable in accordance with the governing laws.

#### 10. GOVERNING LAW

This agreement is governed by the laws of Tanzania

#### 11. SETTLEMENT OF DIFFERENCES

In the event when there is a difference or dispute or impending dispute between the lessor and the lessee, the affected party will formally contact the other party and seek to settle that dispute in an amicable way. In case this cause of action does result in the settlement of the difference or dispute or impending dispute, then the affected party shall be free to litigate.

#### 12. FAILURE TO PAY RENT

If, for any reason whatsoever, the lessee fails to pay the annual rent as provided in this agreement for sixty days after the due date, the lessor shall have the perfect and unfettered right to repossess the property subject only to the handing over of the lessee any movable and immovable items existing on the property and belonging to the lessee

#### 13. RENOVATION

- 13.1 The lessor has no objections to temporary structural changes on the property which costs thereof shall be borne by the lessee
- 13.2 All structural changes and repairs on the property shall be agreed beforehand and costs therein shall be borne by the lessee and to be deducted from the Rent in a manner to be agreed beforehand.

#### 14. MISCELLANEOUS PROVISIONS

The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of the agreement.

- 14.1 The headings of clauses herein employed are for convenience of reference only and shall in no way affect the meaning of the agreement. References herein "Clauses" are to the clauses of the agreement unless stated otherwise
- 14.2 The agreement may be reviewed, amended or terminated, and any of the terms hereof waived, only by a document in writing specifically referring to the agreement and executed by the parties hereto, or, in the case of the waiver by the party waiving compliance.
- 14.3 The failure or delay of either party hereto at any time or times to require performance of any provision hereof shall in no manner affect the write at a later time. No waiver by any party hereto of the breach of any term contained in

LESSOR.....

LESSEE.....

the agreement at any one or more instances shall be deemed or construed as a further or continuing waiver of any such breach or waiver of breach of any other term

14.4 The lessee shall not tamper or alienated any party of the lessor's land and shall at all times keep intact the perimeter walls and the general surrounds of the property in good order


14.5 The lessee shall not do anything that will, anyway jeopardize the lessor's right and title over the land pertinent to the property

IN WITNESS WHEREOF the parties hereto have executed this agreement in the manner and the date herein appearing against their respective Signatures

SEALED at MOSHI with the Common SEAL of

FRECKSON - D. MUY

In my presence this 5th day of July 2022

  
.....  
Lessor

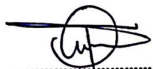
**AUTHORIZED PERSONNEL FOR THE LESSOR**

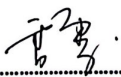
- Name: FRECKSON - D. MUY  
Address: P. O. BOX 67 - MOMBILI  
Signature: [Signature]  
Qualification: OWNER.
- Name: .....  
Address: .....  
Signature: .....  
Qualification: .....

**BEFORE ME**

Name: DUNCAN FORM  
Address: ADVOCATE  
Signature: [Signature]  
Qualification: .....



  
LESSOR.....

  
LESSEE.....

SIGNED and DELIVERED by the said

..... who is known to

Me/ identified to me by .....

And later being known to me in my presence

This ..... day of ..... 2022

**PTG TRANSPORT CORPORATION LIMITED**  
 Date: 15/01/2022 LESSEE: [Signature]  
 Sign: [Signature]

**BEFORE ME**

Name: ..... DUNCAN SOMI

Address: ..... ADVOCATE

Signature: ..... [Signature]

Qualification: .....



LESSOR..... [Signature]

LESSEE..... [Signature]