

**LEASE AGREEMENT**

**BETWEEN**

**RAPHAEL LOGISTICS (T) LIMITED** (Hereinafter called "Lessor")

**AND**

**RAPHAEL LIFTING LIMITED** (Hereinafter called "Lessee")

**IN RESPECT OF THE PREMISES ON PLOT NO.1436 BLOCK B, TABATA  
MAKUBURI/JESHINI ROAD, UBUNGO SOUTH, DAR ES SALAAM, TANZANIA.**

**LEASE AGREEMENT.**

This agreement is made this 18<sup>th</sup> 17 day of 21 .....2023

**BETWEEN**

**RAPHAEL LOGISTICS (T) LIMITED** P. O. Box 62353, Dar es salaam (hereinafter called "the lessor", on the one part.

**AND**

**RAPHAEL LIFTING LIMITED** of Dar es salaam (hereinafter called ("the Lessee") on the other part.

**WHEREAS** the Lessor is the owner of such premises described as plot no. 1436 block B, located at Tabata Makuburi/Jeshini road, Ubungo south, Dar es Salaam, Tanzania(hereinafter called "the premises").

**NOW THEREFORE IT IS AGREED by the parties hereto as follows**

**A. CONSIDERATION**

Consideration shall be the sum of Tanzanian Shillings One Million only (TZS 1,000,000/=) as monthly rent inclusive of service charges. The rent shall be paid in the interval of six months. The rent includes Value Added Tax (VAT) which will be calculated at the rate applicable at the time of paying rent

**B. DURATION OF THE LEASE AND THE RENT**

- a. This lease shall be for a period of FIVE (5) YEARS commencing on the 18<sup>th</sup> January 2023 {the commencement date} unless earlier on terminated.
- b. That the LESSEE shall have the option to renew this lease upon its expiry by entering into a new lease agreement for a further period as may be required by the LESSEE subject to re-negotiation and agreement on the terms and conditions.

**C. THE LESSEE HEREBY AGREES WITH THE LESSOR as follows:**

- a. To pay the reserved rent on the day and manner agreed.
- b. To keep and maintain, fittings and fixtures {including entrances and corridors} and any other such items that may be leased to the LESSEE by the Landlord with the said building in a state of proper and sound repair.

- c. To pay for utilities including water, electricity, telephone and all charges for sanitary removals, in respect of the building during the said term at normal rates as charged by the relevant authorities. However, the landlord shall settle all the outstanding bills and remove all the sanitary materials before the LESSEE enters the building.
- d. To properly and safely dispose garbage outside the compound as to be collected by the garbage truck of the city council or local companies and pay for this service.
- e. Not to assign, sublet or otherwise part with possession of the house any part thereof without prior consent in writing of the Landlord or his duly authorized representatives.
- f. To permit the Landlord or his representative(s) at all reasonable times, during the day and upon prior notice to the LESSEE, to enter upon and view the state of the building.
- g. Not to make or permit or suffer to be made upon the building anything, which in law may be a nuisance or annoyance or inconvenience to any of the occupiers of the adjoining building.
- h. Not to do or permit suffer to be done on the building anything whereby the insurance of the buildings may be rendered avoidable or the premium increase.
- i. At the expiry of the tenancy hereby created, to give up possession of the building unto the Landlord in good repair, reasonable wear and tear exempted unless the lease is renewed on mutual agreement.

**D. THE LESSOR HEREBY AGREES WITH THE LESSEE as follows:**

- a. That the LESSEE shall peacefully occupy the said building without any interruption by the Landlord or any other person rightfully claiming under or in trust of the Landlord.
- b. That the Landlord shall pay land rent, rental taxes, fees, rates, duties and any other levies and charges imposed by the Government Revenue Authorities, City or Municipal Council or other authority in relation to the building, and upon request by the LESSEE, the Landlord shall provide to the LESSEE receipts as proof of payment of the said rent, fees, taxes and duties.
- c. That it shall be the responsibility of the Landlord to pay all expenses incurred in connection with the execution and registration of this lease, agent's charges, stamp duties or charges connected thereto.

- d. That the Landlord warrants that it shall not cause any lien or other encumbrances on the building during the tenure of the lease, shall not sell the building to any other party without prior express consent of the LESSEE.

**E. Notices**

- a. Any notice served under or in respect of this Lease may be served by posting it by registered post to the respective postal addresses of the Landlord and the LESSEE or by physical dispatch through the physical addresses of the parties.
- b. If the LESSEE shall be desirous of taking a new lease of the building after expiration of the term hereby granted, the LESSEE shall deliver to the Landlord a formal notice of not less than three {3} months before expiration of the said term hereby granted and the parties hereto shall agree on the terms of the renewal.

**F. Dispute Settlement**

The parties hereto shall strive to resolve any dispute or difference arising out of this lease amicably failure of which the matter shall be finally settled by the Tribunal or Court of competent jurisdiction under the laws of Tanzania.

**IN WITNESS WHEREOF** The parties have executed this lease on the day and in the manner herein below;

**SIGNED BY THE LESSOR**

**RAPHAEL LOGISTICS (T) LIMITED**

Signature: [Handwritten Signature]  
Name: RAPHAEL ROBERT TESHA  
Title: Managing Director  
Date: 17/01/2023

**In the Presence of:**

Signature: [Handwritten Signature]  
Name: Fikiri Liganga  
Title: Advocate  
Date: 17/01/2023



**SIGNED BY THE LESSEE**

**RAPHAEL LIFTING LIMITED**

Signature: Raphael Teshe  
Name: Goodness Emmanuel Mhuru  
Title: Director  
Date: 17/01/2023

**In the Presence of:**

Signature: [Signature]  
Name: Fikiri Liganga  
Title: Director  
Date: 17/01/2023

