

LEASE AGREEMENT

THIS LEASE made this 13th day of November, 2023

BETWEEN

MOHAMED HUSSEIN RAMADHANI of P.O. Box **Dar es Salaam** (hereinafter referred to as “the lessor”) of one part

AND

ALKEBULAN NOBLE INVESTMENT GROUP LIMITED, P. O. Box 71374, **Dar es Salaam** (hereinafter referred to as “the Lessee”) of the other party

WHEREAS the Lessor is an Agent who is in possession of the property on behalf of the Landlord African Muslim Agency (hereinafter referred to as the “premises”) situated on **Plot No 67, Block No. 3, Kinondoni Road, Kinondoni area**, within Ilala Municipality, Dar esSalaam City

WHEREAS, the Lessor is desirous and the Lessee is willing to lease Yard No. 2 at **Plot No 67, Block No. 3 Kinondoni Road, Kinondoni area**, within Ilala Municipality, Dar es Salaam City and **Office- Cool Apartments, Unit B12 , 67GJ+H34, Oyster Bay, Dar es Salaam**

AND WHEREAS the Lessee is willing to lease the said premises on the terms and conditions hereinafter appearing.

NOW THIS LEASE AGREEMENT WITNESSETH as follows:

1. **That**, the Lessor hereby leases the premises to the Lessee and the Lessee takes the demised premises to hold the same for a term of **3 YEARS** from **1st November, 2023 to October 31st, 2026** for a consideration of Tanzanian Shillings **Three Million, Shillings (TZSH 3,000,000/-)** per month

2. The Rent shall be payable Six Months in advance (6 Months in advance) through the Landlord bank account given herein below

That, the Lessee covenants with the Lessor as follows:

- (a) To pay the covenanted rent and Services charges on due dates without fail
- (b) The rent shall be paid in Tanzania Shillings by the Tenant in cash
- (c) To pay Tanzanian Shillings Fifty Thousands monthly as services charges for water and security payable for four months
- (d) 10% of total rent amount to be paid as withholding tax to be paid to Tanzania Revenue authority (TRA) and insurance for any maintenance required when vacating the flat respectively which the latter amount shall be refunded to the tenant, if no maintenance is required when leaving.
- (e) To pay one (1) Month of the rent to the Lessor to be used as security for up keeping and maintenance of the rented premises refundable on termination of until the lease
- (f) **That**, upon failure to pay the covenanted rent and services charges by the Lessee, the Lessor shall upon 28 days' notice issued to the lessee, have the right of an automatic power of closing of the demised premises
- (g) **That**, at all times during the lease term hereby covenanted to keep the demised premises in good and tenantable repair, fair wear and tear excepted.
- (h) **That**, not without the prior written consent of the Lessor to erect any other or additional structure, pipe or partition, wire or post upon the demised premises nor to make or suffer any waste, spoil or destruction in or upon the demised premises or injure or suffer to be injured any of the roofs, walls, timber, wires, pipes, drain apparatus fittings, fixture or appurtenances thereof and to report in writing to the Lessor any wants of repair of the structure and external parts of the demised premises; and at the Lessee's own cost and expense to remove any structure or fixture which may be erected or installed upon the demised premises with the prior written consent of the Lessor but

all such erections shall be so removed without causing any structural or decorative damage to the demised premises.

- (i) **That**, not to assign underlet or otherwise part with or share possession of the demised premises or any part thereof without the Lessor's written consent.
- (j) **That**, not to keep in the demised premises explosives, poison, toxic material or combustible substance.
- (k) **That**, to permit the Lessor and its agents, workmen, surveyors and other authorized persons at all reasonable times of the day upon written notice to enter upon the demised premises for the purpose of carrying out any repairs thereon, which the Lessor may be liable or which the Lessor may consider to be desirable or necessary or to view the state and condition thereof

3. The Lessor hereby covenants with the Lessee as follows:

- (a) To maintain, repair and otherwise keep in good condition the structure of the building and in particular the roofs, foundations and walls thereof, in the same state as received at the commencement of this lease.
- (b) The Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein contained and on the part of the Lessee to be observed and performed, shall peaceably hold and enjoy the demised premises during the lease term hereby created, without any interruption by the Lessor or any person rightfully claiming or in trust for the Lessor.

4. That, if the rent hereby reserved or any part thereof shall be unpaid for fifteen days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter

upon the demised premises or any part thereof in the name of the whole and thereupon this Lease Agreement shall immediately determine but without prejudice to the right of action to the Lessor for any breach of the Lessee's covenants herein contained.

5. **That**, either party may terminate this Lease at any time by one (1) month written notice served upon the other party for breach of the terms herein contained by the other party and such termination shall be without prejudice to the parties respective accrued rights or claims and liabilities under this Lease.
6. **That**, if the Lessee shall be desirous of extending or renewing the lease term hereby granted for a further term, then the Lessee shall deliver to the Lessor notice in writing, of such desire not less than one (1) month before the expiration of the term hereby granted and this lease shall, at the option of the Lessor and subject to satisfactory performance and observance by the Lessee, of the conditions and terms herein contained, be renewed or extended for such further period as the Lessee and the Lessor may mutually agree upon.
7. **That**, in the event of the Lessor permitting the detachment or removal of any fitting tiles, roof of fixture, the Lessee shall repair all damages occasioned by such removal
8. **That**, the Lessee shall not reclaim or retrieve any fitting of fixture, door-handles, locks, bolts and the like affixed by him, on expiration of the lease herein constituted.
9. **That**, the demised premises shall be used for commercial purpose only.
10. **That**, the Lessee shall promptly pay his equitable share of all monthly bills for electricity, water, telephone, diesel for the stand-by generator, security guards and cleaners throughout the terms of this tenancy.
11. **That**, on expiration of the tenancy herein granted, the lessee shall yield and surrender possession of the demised premises by handing over all the keys thereof to the Lessor personally, whether or not they are formally demanded.

12. **That**, the lessee shall not do or suffer on the premise or any part thereof, any act, matter or thing whatsoever which may be annoyance, nuisance, damage or disturbance to the lessor or occupiers of any adjoining or neighboring property.
13. **That**, no intoxicating spirituous liquors shall be sold or served in the demised premise and no games of chance for money shall be placed therein
14. **That**, the lessee shall not connect any electrical apparatus or install any appliance, which might endanger or overload the electrical installation of the aforesaid Building or any part thereof. In furtherance to that No gas appliance of any sort shall be used in the demised premises

IN WITNESS WHEREOF the parties hereto have executed these presents on the date and in the manner hereinafter appearing.

Signed at **Dar es Salaam** by the said MUHAMMAD
MUSZIN RAMADHAN duly authorized
to sign for and on behalf of the Lessor
 who is introduced to me by Adison
 the..... the later being
 known to me personally this.....day of
 November 2023

[Signature]
 LESSOR

BEFORE ME

Name: MUHAMMADI

Signature [Signature]



Designations: **Notary Public & Commissioner for Oaths**

Signed at **Dar es Salaam** by the said MUHAMMADI
MUSZIN RAMADHAN duly authorized to sign for and on
 behalf of **Lessee** who is known/identified to
 me by Adison Chartula.....the later being
 known to me personally this.....day of
 November 2023

[Signature]
 LESSEE

BEFORE ME

Name: MISHOMARI ISUMEI

Signature: [Handwritten Signature]

Designations: Notary Public & Commissioner for Oaths

