

LEASE AGREEMENT

BETWEEN

ABDULKADIR FARAH MOHAMED (LESSOR)

AND

KISMA TRANSPORT COMPANY (LESSEE)

LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of January 2023

BETWEEN

ABDULKADIR FARAH MOHAMED of DAR ES SALAAM a natural person with TIN number ... (hereinafter referred to as "**THE LANDLORD**") which expression shall where the context so admits include her successor and Assign] of the one part ;

AND

KISMA TRANSPORT COMPANY of DAR ES SALAAM a Company with TIN number 104-134-912 [hereinafter referred to as **THE LESSEE [THE TENANT]** which expression shall where the context so admits include his successor and Assign] of the other part.

WHEREAS THE LESSOR is the rightful owner of the Yard situated on **PLOT NO: 17, MASULISA, KONGOWE-KIGAMBONI ROAD, TOANGOMA, KIGAMBONI, DAR-ES-SALAAM**. [hereinafter referred to as the demised premises]

AND WHEREAS THE LESSER has agreed to lease the demised premises to **THE LESSEE** for **COMMERCIAL** purposes from the 1st day of January 2023 for the term of **THIRTY SIX** months until the 31st day of December 2025. The monthly rent is **TEN MILLION TANZANIA SHILLINGS [10,000,000/=]**. Where by **LESSEE** will be required to pay rent monthly **NOW THIS DEED WITNESSTH AS FOLLOWS;**

- a) **THE LESSOR HEREBY DEMISES to THE LESSEE ALL THAT** Demised premises **TO HOLD** the same for the term of **TWELVE MONTHS** with the option to renew on expiry.
- b) **THAT the LESSEE** has agreed that upon signing of this lease agreement the **LESSEE** will pay Ten Million [10,000,000/=] Monthly.
- c) **THAT**, at any such time not later than one month before this lease expires the lease may serve a notice to the Lessor signifying its intention to renew its lease term at the time of expiry of this lease if it so wishes under term to be agreed by both parties.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows;

- a) To use the demised premises exclusively for lawful commercial purposes only.
- b) To pay for all rates and charges for the use of water and electricity in aspect of demised premises during the said term.
- c) To take proper care of the demised premises free from negligent of willful damage occasioned on the property including doors, windows and other fixtures, electrical wires and fittings, water drains and other pipes and sanitary ware apparatus herein, painting and decorations **AND** always maintaining it in good condition.
- d) To avoid any kind of smocking inside the house by the tenant himself, family or guest.
- e) To report promptly to **THE LESSOR** all defects or wants to repair in the premises which is the duty of **THE LESSOR**.

- f). To comply with the City council and or municipal council health regulations relating to the demised premises.
- g). To permit **THE LESSOR** and his agents with or without workmen at all reasonable times during day time by prior appointment to enter upon the demised premises for the purposes of viewing and executing any repair necessary.
- h). Not to make any alterations or additions to the demised premises without first obtaining the written consent of the **LESSOR**.
- I). On the expiration of the lease term the LESSEE will be required to deliver up the demised premises to the LESSOR with all keys, locks and fasteners in good repair and condition.
- j). Not to assign, underlet or part with possession of the demised premises or any part thereof without the written consent of **THE LESSOR**, such consent not to be unreasonable withheld **PROVIDED ALWAYS** that the occupation of the demised premises or any part thereof by any person in the service or employment of **THE LESSEE** shall not constitute an assignment, under lease or parting with the possession of the demised premises or any part thereof.

THE LESSOR HEREBY CONVENATS WITH THE LESSEE as follows:-

- a). To ensure and keep insured the demised premises and its fixtures and fittings to this Lease there against loss or damage by fire and such other risks as the Lesser shall deem desirable or expedient.
- b). To pay all existing and future land rents, property taxes which are now payable by the **LESSOR** e.g. (with – holding tax) or which may be thereafter imposed or charged on the **LESSOR** in respect of the demised premises.
- c). To keep the part of the demised premises together with the roof and the main structure walls, electrical wiring and water pipes in the demised premises in good condition and to remedy all structural facts of the demised premises.
- d). To make all major repairs such as door locks and handles, electricity and plumbing fittings and other fittings relating to the demised premises and surrounding compound.
- e). **THE LESSEE** paying rent herein above and performing and observing the several covenants and stipulations herein on its part contained shall be entitled peacefully to hold and enjoy the demised premises during the term created without any interrupting by **THE LESSOR** or any person.
- f). To receive at the end of the lease agreement, reasonable and just compensation to the damage caused to the demised premises due to negligence or willful act of **THE LESSEE** or that of his workmen or any other person in the demised premises authorized by **THE LESSEE**.

- 2. **EITHER PARTY** shall be at Liberty to terminate this Agreement by giving the other Party thirty (30) days notice of his desire to do so or the term shall be determined on the expiry of such notice

3. **THE LESSOR** and the **LESSEE HEREBY MUTUALLY AGREE AND DECLARE** that, subject to preamble C if this agreement the **LESSEE** shall give **THE LESSOR** a written notice of one month before the expiration of the term hereby granted of his desire to continue the lease hereby created and if **THE LESSOR** accepts the notice, then the term hereby created of the demised premises shall be extended for a further term agreed by both parties and shall commence at the expiration of this agreement, or if **THE LESSOR** so wishes not to continue with this lease agreement, shall give a discontinuance notice in reply to **THE LESSEE** notice.

IN WITNESS WHEREOF THE LESSOR and THE LESSOR and THE LESSEE have respectively executed this deed on the day of the year in the manner herein after appearing.

SIGNED and DELIVERED at DAR ES SALAAM
 by the said **ABDULKADIR FARAH MOHAMED**
 known / identified to me by AGNES CHAMANI
 the latter being known
 to me personally in my presence this 1
 day of January 2023

ABDULKADIR
 LESSOR

BEFORE ME:-

NAME WILLINGTON THEOBARD RUA
 ADDRESS: P.O. Box 7859 Dar
 SIGNATURE: [Signature]
 QUALIFICATION: ADVOCATE



SIGNED and DELIVERED at DAR ES SALAAM
 by the said **KISMA TRANSPORT COMPANY LTD**
 who is known / identified to me by AGNES CHAMANI
 the latter being known
 to me personally in my presence this 1
 day of January 2023

[Signature]
 LESSEE

BEFORE ME:-

NAME WILLINGTON THEOBARD RUA
 ADDRESS: P.O. Box 7859 Dar
 SIGNATURE: [Signature]
 QUALIFICATION: ADVOCATE

