

LEASE AGREEMENT

**THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT NO. 4 OF 1999 R.E 2019**

**THE LAND REGISTRATION ACT
(CAP. 334)**

BETWEEN

JOSEPH ANTHONY GONSALVES

(LANDLORD)

AND

**TRANSCONNECT LOGISTICS (T)
LIMITED**

(TENANT)

**LEASE AGREEMENT FOR PLOT NO. 36 AND 37
LOCATED AT KURASINI, MIVINJENI, TEMEKE DISTRICT,
DAR ES SALAAM, TANZANIA.**



LEASE AGREEMENT

THIS AGREEMENT is made on the 1st day of May 2022.

BETWEEN

Mr. Joseph Anthony Gonsalves P. O. Box 4504, Dar-Es-Salaam, (hereinafter called "the **Landlord**" which expression shall where the context so admits include its successors and assigns) of the one part.

AND

TransConnect Logistics (T) Limited, P. O. Box 100000, Dar Es Salaam, a Company Incorporated in the United Republic of Tanzania under the Companies Act (Cap. 212) (hereinafter called "the **Tenant**" which expression shall where the context so admits include its successors and assigns) of the other part.

WITNESSETH as follows-

1. **IN THIS AGREEMENT** where the context so admits-

(1) The expression "the Landlord" shall mean the Landlord or the person or body corporate for the time being entitled to the reversion immediately expectant upon the term hereby granted.

2. **THE LANDLORD** being the registered owner of a piece of land in the **Plots No: 36 & 37, Kurasini, Mivinjeni, Temeke District-Dar-es Salaam.** (hereinafter called "**the Property**").

By a lease Agreement entered into by the landlord and the tenant, the landlord agreed to lease and the tenant agreed to let the land reference on Plots Number 36&37 containing measurement approximately 7,100 square meters for a period of 2 (**Two**) years, with an option to renew at mutually agreed rates.

Period of tenancy: 1st May 2022 to 30th April 2024.

During the Term of the lease, the tenant shall pay rentals of United States Dollars Two Thousand only (USD 2,000) per month **VAT EXCLUSIVE.**

ALL rentals shall be payable half yearly in advance on the First month of each half year.

Landlord is obliged to issue the tenant with a fiscalized TRA invoice before the tenant proceeds to settle the half yearly rent due.

3. **THE TENANT** hereby covenants with the Landlord as follows-

- (1) To pay the rentals hereinabove reserved at the time and in the manner aforesaid.
- (2) To pay the appropriate water authority any sums or charges payable in respect of the installation of any separate supply of water and water meter installed by or at the request of the Tenant in the demised property and in respect of water consumed thereon and to observe and perform all regulations and requirements of the said water authority.
- (3) To pay for all electricity consumed on the demised property and to observe and perform all regulations and requirements of the electricity authority.
- (4) To erect at its cost such buildings, sheds and improvements as may be required for its own business provided however that it shall obtain necessary approvals and consents from the appropriate authorities. All the buildings and improvements shall remain the property of the Landlord.
- (5) To use the demised property for inoffensive industrial purposes, yard, warehousing, offices and ancillary purposes.
- (6) To supply a copy to the Landlord of any notice or direction or license or consent or permission relating to the demised property within seven days of the receipt thereof by the Tenant.
- (7) Not to permit or suffer to be done in or upon the demised property or any part thereof anything which would or might be or become a nuisance annoyance inconvenience or disturbance to any person whatsoever.
- (8) Not to permit or suffer to be done anything whereby any insurance against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased and without prejudice to the generality of the foregoing not to store nor permit or suffer to be stored upon the demised property any inflammable material and to repay to the Landlord all sums paid by it by way of additional or increased premium and all expenses incurred by it in or about such insurance or the renewal thereof rendered necessary by a breach of this covenant **AND** in the event of any insurance moneys being withheld or becoming wholly or partially irrecoverable by reason of any breach of this covenant to indemnify the Landlord in respect of the cost of rebuilding or reinstating the Building and all damage suffered by the Landlord.
- (9) To pay all costs, charges and expenses (including Advocates' costs and Surveyors' fees) reasonably incurred by the Landlord for the purpose of or incidental to the preparation and service of any notice requiring the Tenant to remedy a breach of any of the covenants herein contained or incidental to the preparation and service of a schedule of dilapidations at the determination of the term hereby granted.

- (10) Not to assign, sublet or part with possession of the premises or any part thereof without a written consent of the lessor duly signed or any other person sanctioned to sign.
- (11) The Tenant shall be responsible for the security of the Leased premises during the lease period.
- (12) Costs for any of the Tenant's proposed alteration, additions or improvements to the premises and approved by the lessor's, the whole costs shall be borne by the lessee without any refund.
- (13) To pay to the local authority fees and levies for waste/garbage collection/disposal.
- (14) The Tenant shall be criminally liable in the event of any criminal charges, investigations or arrest connected in his business pursuit during the subsistence of this lease.

4. **THE LANDLORD** hereby covenants with the Tenant as follows:

- 1) That the Tenant paying the rent hereinbefore reserved and observing and performing the covenants on the part of the Tenant hereinbefore contained shall and may subject to the Landlord's rights hereunder peacefully and quietly hold and enjoy the demised property for the term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 2) To perform and observe the covenants and conditions contained in or implied by the Agreement under which the property is held.
- 3) To procure the discharge of all rents, rates, taxes, assessments, duties, impositions and outgoings whatsoever imposed or charged upon the demised property and will indemnify the Tenant from and against all actions, proceedings, costs, damages, claims and demands in respect thereof.

5. **PROVIDED ALWAYS** and it is hereby agreed as follows:-

- 1) If the rent hereby reserved or any part thereof shall be unpaid for (21) Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant of the Tenant's part herein contained shall not be performed or observed and such non-payment or breach continues after (21) twenty one days written notice shall have been given to the Tenant or if the Tenant (being a Company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation without insolvency) or (not being a company) shall become bankrupt or shall call a meeting of or enter into any composition with creditors or suffer any distress or execution to be levied on the property of the Tenant then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised property or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any claim by the Landlord in respect of any antecedent breach of any covenant or

provision herein contained. The Landlord will have the right of repossession of demised property for unpaid rent.

- 2) If the demised property is so damaged or destroyed by fire as to be unfit for occupation or use in whole or in part and the insurance in respect thereof has not become vitiated or insurance monies withheld by any act or omission of the Tenant then the rent hereby reserved or a proper proportion thereof according to the extent of the damage shall from the date of such damage or destruction and until the demised property shall have been reinstated cease to accrue but the Tenant shall not have the right to terminate this Agreement.
- 3) Any notice served under or in respect of this Agreement may be served by posting it in a prepaid envelope in the case of the Landlord to its last known postal address in Tanzania or in the case of the Tenant by delivering it to the demised property
- 4) The Advocates' cost, stamp duties, registration fees if any and disbursements in connection with the preparation and completion of this Agreement and counterpart thereof shall be paid by the Tenant.
- 5) The Tenant shall be responsible to insure against any loss or damage to its effects and claims under the Occupiers' Liability Act.
- 6) This Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and references to a party in this Agreement shall include its successor.
- 7) No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon, reserved for either party is exclusive of any other right, power, or remedy available to that party.
- 8) This Agreement shall be construed in accordance with and governed by the Laws of the Republic of Tanzania.
- 9) At the expiry of duration of this Agreement, Tenant will have an option to renew the tenancy at the terms and conditions set out in clause 2 above.
- 10) Renewal, not less than (1) one month before the end of the lease period the tenant gives to the landlord a written notice that the tenant wishes to enter into a new lease of the property.
- 11) The Landlord and the Tenant shall review the rent or the amount to be stated in the new lease Agreement.
- 12) Termination, either party shall have the option to terminate this lease upon giving the other three (3) months' notice, at which time any rent balance remaining will be returned promptly.
- 13) The parties agrees that, in the event of any disputes or claim arising of or in

connection with this agreement which is not settled amicably by the parties, such dispute or claim may be referred by either party to the Tribunal or law competent to try the matter here at Dar es Salaam, Tanzania

6. And the Tenant hereby accepts this Agreement subject to the terms covenants and conditions herein contained.

IN WITNESS-WHEREOF this Agreement was duly executed the day and the year above written.

SIGNED and DELIVERED at Dar es Salaam by the said Joseph Anthony Gonsalves who is known to me personally/identified _____ The latter being known to me personally Thisday of2022.

[Signature]
.....
LANDLORD

SIGNED and DELIVERED at Dar es Salaam by the said *Kazim Tandau* who is known to me personally/identified _____ The latter being known to me personally Thisday of2022.

[Signature]
.....
WITNESS OF THE LANDLORD

SIGNED and DELIVERED at Dar es Salaam by the said *MURAD A. MIRROW* who is known to me personally/identified _____ The latter being known to me personally Thisday of2022.

[Signature]
.....
WITNESS OF THE LANDLORD

I CERTIFY that I was present and witnessed Joseph Anthony Gonsalves affix his signature to this Agreement and I sign above as a witness.

BEFORE COMMISSION FOR OATHS

Name: *OBEA OBEA ICASAMBALA*

Address: *P.O BOX 8483 DAR ES SALAAM*

Occupation: *COMMISSIONER FOR STAT H*

Signature of witness: *[Signature]*

[Stamp: Copy of the Original]
[Stamp: OBEA OBEA ICASAMBALA]
[Stamp: Advocate, Notary Public & Commissioner for Oaths]

STAMP DUTY

Shs: *1500/-* Collected
Receipt No: *99841/100705* Date: *31/07/22*
[Signature]
Regional Manager - Ilala tax Region

I CERTIFY that I was present and witnessed the Director(s) and/or Secretary of TRANSCONNECT LOGISTICS (T) LTD duly affix its common seal to this Agreement and I sign below as a witness.

Copy = 1500/-
[Signature]
31/07/2022

SEALED with the Common Seal of
TRANSCONNECT LOGISTICS (T) LTD
and delivered at Dar es Salaam in our
Presence thisday of.....2022.

Sfertaw
TENANT

FOR AND ON BEHALF OF THE COMPANY

Name: SAIF RAYANI
Address: P.O. Box, 100 000
Occupation: DIRECTOR
Signature of witness: Sfertaw

Name: NIZAR GOVANI
Address: P.O. BOX 100000
Occupation: DIRECTOR
Signature of witness: N.M. Govani

BEFORE COMMISSION FOR OATHS

Name: OBED OBED KASAMBALA
Address: P.O. Box 8483 DAR ES SALAAM
Occupation: COMMISSIONER FOR OATHS
Signature of witness: [Signature]

Certified True Copy of the Original
Sign: [Signature] Date: 19/01/2022
OBED OBED KASAMBALA
Advocate, Notary Public & Commissioner for Oaths

Drawn by:
Joseph Anthony Gonsalves
Off Bray Road, Masaki
P.O. Box 4504
Dar es Salaam
Tanzania