

LEASE AGREEMENT

Between

MIKOANI TRADERS LIMITED

And

DOLLY LOGISTICS COMPANY LIMITED

IN RESPECT OF PLOT NO. 17

NYERERE ROAD, INDUSTRIAL AREA

TEMEKE DISTRICT

DAR ES SALAAM

PREPARED BY

MVUNGI Mahdi Ibrahim (Advocate),
Mikoani Traders Limited,
P.O.Box 40303,
Dar Es Salaam.
Email: mahadibrhm@azaniagroup.com

LEASE AGREEMENT

THIS AGREEMENT is made this **10th** day of **January, 2023**

Between

MIKOANI TRADERS LIMITED, a limited liability company of P.O. Box 40303 Dar es Salaam (hereinafter referred to as the "**Landlord**" which expression shall where the context so admits include its successors in title) of the one part

And

DOLLY LOGISTICS COMPANY LIMITED, a limited liability company of P.O. Box 40303 Dar es Salaam (hereinafter referred to as the "**Tenant**" which expression shall where the context so admits include its successors in title) of the other part.

WHEREAS: -

- A. The Landlord is the legal and beneficial owner of all that property on **Plot No. 17** situated along Nyerere Road (Industrial Area), Temeke District - Dar es Salaam, (hereinafter referred to as "**the demised premises**").
- B. The "Tenant" is desirous of renting the space in the said demised premises from the "Landlord" for the purpose of finance and administration office set up to conduct daily business activities.

1. NOW THEREFORE THIS AGREEMENT witnesses as follows: -

- a) The landlord agrees to allow tenant to utilize its finance and administration office for two staffs to conduct daily business activities.
- b) The tenure for above use is for One year with effect from **10th** day of **January, 2023** to **09th** day of **January, 2024** at a monthly rent of **Tanzania Two Hundred Thousand (TZS 200,000.00/-) only**. The same being payable every six months in advance.
- c) The Tenant shall deduct Withholding Tax (10%) of the total rent amount payable and remit the same to Tanzania Revenue Authority (TRA) and certificate for the same shall be provided by the tenant.

2. THE TENANT COVENANTS with the **LANDLORD** as follows: -

- a) To pay the rent on the days and in the manner aforesaid.
- b) To contribute proportionately towards the charges in respect of water bills, electricity and telephone bills (if any) consumed in the said demised premises during the contractual period.

- c) To ensure that no damage is caused to the demised premises in the process of occupying it or in the use of the facilities provided therein.
- d) To observe all safety regulations and follow procedures relating to safe operation within the demised premises.
- e) Not to use the demised premises or any part thereof or suffer the same to be used for any purpose other than that permitted by the Landlord.
- f) Not to make or cause to be made any alterations or additions to the demised premises without the prior consent in writing from the Landlord.
- g) Not to assign, underlet or part with the possession of the said premises or any part thereof without the written consent of the Landlord, such consent however not to be unreasonably withheld.

3. THE LANDLORD HEREBY COVENANTS with the TENANT as follows: -

- a) That the Tenant paying the rent hereinbefore reserved and performing and observing the covenants on her part hereinbefore contained may peacefully hold and enjoy the demised premises without lawful interruption by the Landlord or any persons rightfully claiming under him.
- b) To pay site rates and other taxes payable in respect of the said premises including land rent.
- c) To keep in good tenantable repair the roof and outside walls and grounds surroundings the demised premises.
- d) To keep the demised property insured against loss or damage by fire, and in the event of such loss, or damage to rebuild and reinstate the damaged property.

4. PROVIDED ALWAYS AND IT IS HEREBY agreed that:

- a) If the Tenant shall at any time fail or neglect to perform or observe any of the covenants, conditions or stipulations herein contained and on the part of the Tenant be performed or observed, then and in such case and henceforth it shall be lawful for the landlord or any person or persons duly authorized by the landlord in that behalf to re-enter into and upon the demised property but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants, stipulations, undertaking or agreements by the tenant herein be contained.
- b) This Agreement may be renewed upon consent by both parties, and should the tenant desire to renew this agreement, then he shall inform the landlord in writing at least three months before expiration of this agreement, conditions and terms may change subject to the mutual consent of the parties hereto. If the parties do not agree on the question of renewal, then the current agreement shall be deemed to be determined.
- c) Any dispute or difference whatsoever arising out from this agreement shall be referred to two arbitrators one to be appointed by each party hereto in accordance with and subject to the provision of the Arbitration Act (Cap. 15) the Laws of Tanzania or any statutory modification or re-enactment thereof for the time being in force.

WHEREOF the parties hereto have executed this Agreement the day and year and, in the manner, herein below appearing.

STAMPED with an OFFICIAL STAMP of the said


MIKOANI TRADERS LIMITED

and DELIVERED in our presence



this 10th day of January, 2023.

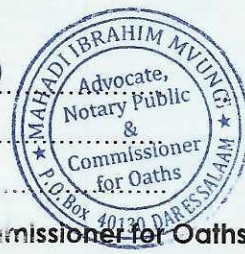
MIKOANI TRADERS LIMITED
P.O. Box 40303
DAR ES SALAAM
TANZANIA

STAMP

Name : SALEM MOHAMED PFIF
Signature : 
Qualification : DIRECTOR OF LEGAL
Postal Address : 40303 D'SALAAM.

BEFORE ME:

Name : Mstahadi Ibrahim Mvungi
Address : 
Signature : 
Qualification : Advocate, Notary Public & Commissioner for Oaths



STAMPED with an OFFICIAL STAMP of the said


DOLLY LOGISTICS COMPANY LIMITED

and DELIVERED in our presence


this 10th day of January, 2023.

DOLLY LOGISTICS COMPANY
LIMITED
P. O. Box 40303
DAR ES SALAAM

STAMP

Name : Ahmed Aliou Baba Awsoh
Signature : 
Qualification : DIRECTOR
Postal Address : 40130 Dsm

BEFORE ME:

Name : Mstahadi Ibrahim Mvungi
Address : 40130 Dsm
Signature : 
Qualification : Advocate, Notary Public & Commissioner for Oaths

