

**LEASE AGREEMENT**

**BETWEEN**

**SEIF SALUM SAAD**

**AND**

**SGA SECURITY TANZANIA LIMITED**

**DRAWN BY**

Emmanuel Peter Akyoo  
Advocate and Commissioner for Oaths

# LEASE AGREEMENT

THIS AGREEMENT is made in Dar es Salaam this ..... day of ..... 2019

Between

**SEIF SALUM SAAD**; of Postal Office Number 76383, Dar es Salaam and residing in Dar es Salaam, Tanzania (hereinafter called "the Lesser") of the **ONE PART**,  
And

**SGA SECURITY TANZANIA LIMITED**; a Security Company existing under the laws of Tanzania of Postal Office Number 9390 Dar es Salaam, Tanzania, (hereinafter called "the Lessee") of the **OTHER PART**.

## WHEREAS:

- (a) The Lesser is absolutely seized and possessed or otherwise well and sufficiently entitled to the property known as Plot Number 12, Block 'K' located at Mbezi Beach Area at Kinondoni Municipal within Dar es Salaam City, hereinafter referred to as "the demised premises". Certified copy of Certificate of Title is attached hereto and forms part of this Lease;
- (b) The Lesser has agreed to grant the Lessee a lease in respect of the said premise for a period a year commencing on **1<sup>st</sup> August 2019** to **31<sup>st</sup> July 2024** without any interference, subject to the terms and conditions laid down in this Lease;
- (c) That the payment of the rent will be enforced on six monthly basis for each year in five contractual years in the manner stipulated herein;
- (d) The Tenant has agreed and hereby undertakes to rent the said demised premises for the said period and upon conditions and in the manner hereinafter stipulated.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

## 1.0 Lease

IN CONSIDERATION of the rent and the Tenant's covenants hereinafter reserved and contained, **THE LANDLORD HEREBY LEASES** to **THE TENANT** the premises known as Plot Number 12, Block 'K' located at Mbezi Beach Area at Kinondoni Municipal within Dar es Salaam City for a Term of Five (5) calendar years with effect from **1<sup>st</sup> August 2019** to **31<sup>st</sup> July 2024** subject to renewal as stipulated under Clause 3 herein below.

## 2.0 Payment of Rent

- 2.1 The rent payable under this Lease, shall be at the rate of **Three Million Tanzanian Shillings only (TZS 3,000,000)** per month (inclusive of all taxes: Withholding tax & stamp duty) payable half yearly in advance in a single instalment by THE TENANT to THE LANDLORD in the Account Number **049101000446, Account Name SEIF SALUM SAAD, NBC Bank Ltd.**
- 2.2 That the rent shall be subjected to the increment of fifteen percent (10%) of the monthly rent for the third year to fifth year (3-5).

## 3.0 Renewal or Termination of the Term

- 3.1 If The Tenant shall give the Landlord a written Notice of three months before the expiration of the term created and if there shall then be no breach or non-observance of any of the covenants on the part of the Tenant, then the term of the TENANCY herein created MAY be renewed for a further similar term upon new terms, conditions and rentals to be fixed by the Landlord.
- 3.2 Either party shall be at liberty to terminate this agreement before its expiration by giving the other party One (1) year's notice of his/her desire to do so and the lease shall determine on expiration of such notice. Provided that:-

Where such termination is at the instance of either party then the Landlord shall refund all the monies paid as advance rent taking into consideration the period the Tenant shall have occupied the premises;

- (i) Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.

- 3.3 Any Notice under this Lease Agreement shall be in writing. Any Notice to the Tenant shall be sufficiently served if left addressed to him/her on the leased premises or sent to him by registered post and any notice to the Landlord shall be sufficiently served if sent to him by registered post at his aforesaid address.

## 4.0 Landlord's Warranties and Representations

- 4.1 The Landlord warrants and represent to the Tenant that he is the owner of the premises herein demised and that he is legally capable and duly authorised to enter into this Lease and perform all the obligations set out herein. The Landlord further warrants and assures the Tenant that the Tenant shall enjoy peaceful possession of the premise without any interference from the

Landlord or any person claiming for, under, or, in trust for him and that they shall keep the Tenant free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.

4.2 The Tenant shall have exclusive rights to occupy the demised premises. There shall be no co-tenants.

#### 5.0 Tenant's Rights and Obligations

The Tenant **HEREBY COVENANTS** with the Landlord as follows:-

- 5.1 To pay the reserved rent at the time and in the manner herein provided;
- 5.2 To pay all charges in respect of water bills, electricity, telephone, garbage disposal, etc, (including meter rents, if any) in connection with the demised premises during the said term.
- 5.3 The Tenant is not allowed to do any change of structure of the house or to erect anything in the house like Air Conditioner(s) and other stuffs without the consent of the Landlord;
- 5.4 To occupy the demised premise for office and accommodation only;
- 5.5 The Tenant is not allowed to bring unnatural things in the demised premise;
- 5.6 To pay for all charges in respect of security, water and electricity;
- 5.7 To keep the interior of the demised premise and the fixtures therein tidy and in good condition throughout the lease term and if the Tenant default, the liability will lie on him (fair wear and tear excepted);
- 5.8 To allow the Landlord and/or his officer (s) and agent (s) at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premise;
- 5.9 The Tenant may, with the written consent of the Landlord assign, sublet or part with possession of the demised premises or any part thereof;
- 5.10 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications excepted);

- 5.11 Not to use the demised premise or any part thereof for any illegal or immoral purpose;
- 5.12 To yield up the demised premise with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained.
- 5.13 The Tenant must seek the consent of the Landlord before doing any sort of renovation.

## 6.0 Landlord's Rights and Obligations

The Landlord **HEREBY COVENANTS** with the Tenant as follows:

- 6.1 Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premise throughout the said term;
- 6.2 To pay taxes, stamp duty and withholding taxes.
- 6.3 To maintain the interior and exterior parts of the building together with the surroundings of the demised premise, which obligation shall include but not limited to the carrying out of repairs and maintenance of all structural elements and systems where required and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof; to maintain and repair the water and sewerage and sanitary systems. The right of entry for purposes of conducting the repairs has to be made at prior appointment with the Tenant;
- 6.4 For the purpose of maintaining the premise, the Landlord reserves the right to enter the premise to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and, at Tenant's discretion;

## 7.0 Force Majeure

- 7.1 Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").

- 7.2 For the purposes of this clause a force majeure event shall without limitation

of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the party effected.

7.3 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist and the effects of that impediment are no longer affecting the affected party. Provided that if a force majeure event continues for a period of more than 30 (thirty) consecutive days, the other Party shall be entitled to terminate this Lease by written notice to the Party seeking relief.

7.4 Termination of the Lease due to the above shall not be in prejudice to the prior acquired rights in terms of unpaid rent for the period the premises were occupied by the Tenant or to claims for refund of rent for the period not yet utilized by the Tenant.

#### 8.0 Governing Law & Dispute Resolution

8.1 This Lease shall be governed and construed in accordance with the laws of the United Republic of Tanzania.


8.2 Courts in Tanzania shall have jurisdiction to determine any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the Lease.

#### 9.0 Execution of Copies

This Lease shall be executed in duplicate; one shall be retained by the Tenant and the second by the Landlord.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

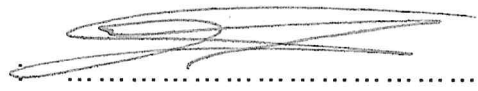
SIGNED and DELIVERED by the said  
**SEIF SALUM SAAD** who is known  
to me/or has been introduced to me by  
.....  
the latter being known to me personally  
this ..... day of .....2019

  
.....  
LESSOR





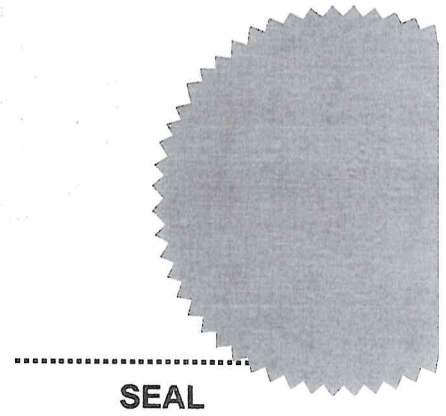


SIGNATURE 


ADDRESS : 70280 Dar es Salaam

QUALIFICATION: ADVOCATE

SEALED by the COMMON SEAL by the said  
SGA SECURITY TANZANIA LIMITED  
and Delivered at Dar es Salaam in our presence  
this 12<sup>th</sup> day of June 2019



SEAL

SIGNATURE : 


NAME : ERIC KIBET SAMBO  
CPA(K), CPS(K), MKIM, MB

POSITION : MANAGING DIRECTOR

SIGNATURE 

NAME : EMMANUEL AYOUB

QUALIFICATION: ADVOCATE

360,000 / 2  
TSS  
  
15/07/2019

SIGNATURE

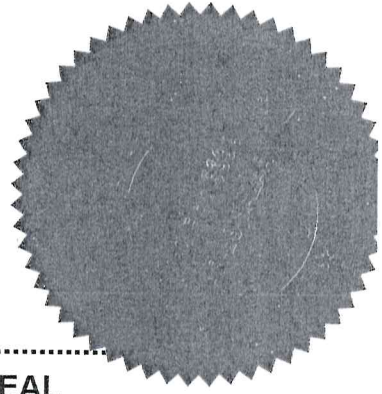
*[Handwritten Signature]*

ADDRESS

: 70280 D'SALAM

QUALIFICATION:

ADVOCATE



SEALED by the COMMON SEAL by the said  
SGA SECURITY TANZANIA LIMITED

and Delivered at Dar es Salaam in our presence  
this 12<sup>th</sup> day of June 2019

SEAL

SIGNATURE

*[Handwritten Signature]*

NAME

ERIC KIBET-SAMBU

CPA(K), CPS(K), MKIM, MBA

POSITION

MANAGING DIRECTOR

SIGNATURE

*[Handwritten Signature]*

NAME

EMMANUEL ARYIN

QUALIFICATION:

ADVOCATE



360,000 / 2

TISS

*[Handwritten Signature]*

15/07/2019

S/Duty

$$= \text{Total } 3000,000 \times 12 \times 1\%$$

$$= \text{Total } \underline{\underline{360,000/2}}$$

With (Half year) = 6 month  
~~Quarter~~

$$= \text{Total } 3000,000 \times 6 \times 1\%$$

$$= \text{Total } \underline{\underline{1,800,000/2}}$$

$$\text{Payment made for S/Duty} = 320,400$$

$$\text{less: S/Duty Payable} = \underline{\underline{360,000}}$$

$$\text{Difference to be paid} = \underline{\underline{39,600}} - \text{paid 25/07/2019}$$



25/07/2019