

## YARD LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into on this 1<sup>st</sup> day of November, 2023

Between

MBARAKA MABRUKI SINANI, with ID No TAE 430391 of P.O. Box 5297 Dar es Salaam (hereinafter referred to as the Landlord) which expression shall include wherever applicable, his legal successors in title and assigns) of the one part;

And

SM HAULIERS COMPANY LIMITED, of P.O Box 15397 Dar es Salaam a limited liability Company registered in in Tanzania (hereinafter referred to as the Tenant) which expression shall include wherever applicable, their legal successors in title and assigns) of the other part

### WHEREAS

The Landlord is the lawful owner of both the plots with a fence subject to this lease, under the certificate of Occupancy with Plot Number 07 & Block Number 01 and Plot number 04 & Block number 1 Kigamboni Kisota ("the Yard") as the lease premises.

**AND WHEREFORE** The Landlord agrees to lease and the Tenant is desirous of renting the Yard described above under the terms and conditions described herein as follows;

**1. TERM**

The lease term shall be for three (3) years, commencing on November 1<sup>st</sup> November 2023, and renewable annually.

**2. RENT**

The Tenant agrees to pay a monthly rent of TZS 2,500,000/= (Tanzanian Shillings Two Million Five Hundred Thousand) for the use of the Yard. Rent is due on the first day of each month.

- I. All rent payments shall be made to the Landlord's designated bank account, the details of which will be provided to the Tenant.
- II. The rent paid shall be subject to statutory deduction of withholding Tax at the rate of ten percent (10%) of the payable rent by the Tenant being made on the date of the execution of this agreement and presentation of an invoice from the Landlord.

**3. UTILITIES**

The Yard is equipped with a fence, water, and electricity. The Tenant shall be responsible for the payment of water and electricity utilities associated with the usage of the same at the Yard during the term and existence of this agreement.

**4. SECURITY AND SAFETY**

The Tenant shall bear the responsibility for the security and safety of the Yard during the lease term.

**5. INSURANCE**

The Tenant is hereby advised and understands that the personal property of the Tenant is not Insured by the Landlord for neither damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant.

**6. LANDLORD COVENANTS**

- I. The Landlord agrees to take the following actions to ensure the peaceful enjoyment of the lease by the Tenant
- II. Comply with all relevant land laws and regulations.
- III. Pay all land rent and property tax due to the government promptly
- IV. Indemnify the Tenant in the event of any issue with the authorities that may impede the Tenant's peaceful enjoyment of the lease for their business.

**7. DEFAULT**

If the Tenant fails to pay rent or breaches any other provision of this Agreement, the Landlord may terminate the lease after providing a 3-month written notice of the default and a reasonable opportunity for the Tenant to cure the default or vacate the yard.

8. Upon the termination of this Agreement, its provisions shall govern any unexpired obligations assumed or commenced hereunder until they are fully executed unless expressly waived and agreed by all parties.

**9. GOVERNING LAW**

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

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Landlord and the Tenant, oral or prior agreements or arrangements between the parties are hereby revoked or prior oral agreements or arrangements between the parties are hereby revoked and the parties agree that their relationship shall be governed solely by this agreement. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement.

**11. MISCELLANEOUS PROVISIONS**

Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by ordinary mail. For purposes of Notices hereunder, the address of the Parties shall be as follows;

- a) to the Landlord; mbarakamabrukisinani@gmail.com
- b) to the Tenant; smhauliers.co.ltd@gmail.com

**12. SEVERABILITY**

Shall any provision of this Agreement be found to be invalid or unenforceable all remaining provisions will remain in full effect and the Parties may agree to substitute the invalid provision with a similar enforceable term.

**13. DISPUTE SETTLEMENT**

Any disputes in connection with this lease agreement shall first be resolved amicably by the parties herein within 30 days, if that fails then the dispute shall be referred to a court of competent jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Yard Lease Agreement as of the date first above written.

Signed and Delivered  
by the said Landlord this  
18<sup>th</sup> the day of Nov, 2023.

} *Mbaraka Mabruki Sinani*  
.....  
MBARAKA MABRUKI SINANI

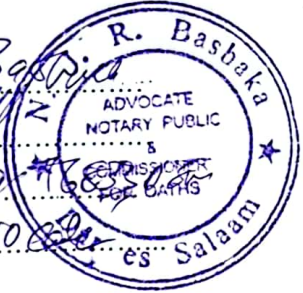
In my presence

Name: *N.S. Basbaka*

Signature: *N.S. Basbaka*

Address: *P.O. Box 12345*

Qualification: *Advocate*





Signed and Delivered  
With the common seal of the  
Tenant this.... the day of ....., 2023

.....  
STAMP

Name: Muhammed Mwanikwazi Hasa

Signature: [Handwritten Signature]

Address: D.S.M.

Qualification: Director

Name: YAKUB MABRYK JALIM

Signature: [Handwritten Signature]

Address: D.S.M.

Qualification: Director

In my presence

Name: N.J. Babaka

Signature: [Handwritten Signature]

Address: P.O. Box 15397 Dar-es-Salaam

Qualification: Advocate & Commissioner

