

LEASE AGREEMENT



This agreement is made this 1st day of APRIL, 2023 to 31st MARCH, 2026 between ALPHA PRODUCTS LTD. Of Post office box 6844, Dar es Salaam (hereinafter called the LESSOR) of the one part and AFRICO BOMBA LIMITED of P.O.Box 7517 Plot no.120,Kiwalani Street Kipawa Holder of TIN no.164-565-378, Dar es Salaam Tanzania (hereinafter called the LESSEE) of the other part.

WHEREAS the LESSOR is Lawful Owner and occupier of the GODOWN on Plot 121 Block KIPAWA street, Dar es Salaam (hereinafter called the DEMISED PREMISES is desirous of allocating the said Godown to the Lessee at monthly rent of shillings One Million Eight hundred Thirty three thousand and cents Three hundred thirty three only (shs 1,833,333/=) on terms and conditions hereinafter appearing.

THE AGREEMENT WITNESSES as follows:-

- 1) The LESSOR agrees to let the LESSEE to take the GODOWN on KIPAWA Street, Dar es Salaam hereinafter called the godown for the period of **36 Months**, effective date 1st APRIL, 2023. *Rental Advance Six Months pay shs 11,000,000/-*
- 2) Godown rent payable shall be TSHS 1,833,333/=per month for every YEAR accumulating to TSHs, 22,000,000/=Rent shall be increase 20% every year.
- 3) During the period of Tenancy LESSEE shall take reasonable care of the demised premises and shall not cause and or permit to suffer and damage their to cause by way of negligence on their Servants or Agents.
- 4) On the termination of Tenancy, the LESSEE shall deliver vacancy possession of the demised godown to the LESSOR in the proper condition-wear and tear excepted.
- 5) The LESSEE shall pay for Service charges during the tenancy period E.g. Electricity, Water, Security or burglary system installation, Garbage collection, Insurance etc.
- 6) Not to permit anything in or upon demised Godown or any part thereof which, may or become a nuisance or annoyance to the LESSOR or to other occupants of the demised godown on the LESSEE or occupiers of the properties in the neighborhood.
- 7) Not to store or bring upon the demised premises and/or the building any articles of a specifically combustion, inflammable or dangerous nature and not to do or permit to be done anything in or upon the demised or any part thereof and in particular not to bring Alcohol or to rent or to sublet, damage or any inconvenience to the LESSOR or other LESSEE or not to do anything that may be deemed as provocative behavior to neighbors or occupiers of the adjoining premise.
- 8) Not to use or suffer the demised premises or any part thereof to be used for any illegal or immoral purpose not to throw refuse or allow to be thrown from the windows or doors or to the toilets and to block the drainage system of the demises premise. To pay any service charges imposed by Lessor City Municipal, Township or District Authority attributable to the demised premises.
- 9) The Lessee shall pay charges related to electricity heating or consumed fules, water usage and telephone charges that are documented in original bills or invoices from the vending service provider during the that are documented in original bills or invoice from the vending services provider during the period of this Lease.

Responsibility by the Lessor or the Lessee for paying for the installation, repair, upgrade/and or enhancement of electrical and water services shall be predetermined and agreed in writing before either party engage such service. The said agreement will then form addendum to this Lease Agreement.



10) MAINTENANCE

The Lessee shall maintain the premises in a habitable manner and leave the premises upon expiration or termination of this lease agreement period in good condition compared to that which existed on execution of this lease agreement by Lessee except for reasonable and ordinary wear and tear and/or except for damage caused by the elements or circumstances over which the Lessee had no control such as earthquake, flood, fire, hurricane, war and any *force majeure* event, terrorism or burglary. Responsibility for damage to the building or property caused by negligence or misuse by the Lessee shall be borne by the Lessee. Provided that the Lessee shall at all material time keep the leased premises fully insured with reputable Insurance Company.

11) The Lessee may as deemed necessary, modify, replace, and/or strengthen windows, doors entrance, railings, walls, floors and/or roofing in order to enhance the safety and the security of the demised premises to the acceptable standard for the nature of Flat conducted by the Lessee.

12) REPAIRS

The Lessee shall keep the exterior and interior of the demised property together with the utility services and fixtures, sanitation facilities, garden, court yard, grounds, paths, storage facilities, and related structures of the demised premises in good and habitable repair, the Lessee shall bear its own costs of renovation and repairs.

13) TAXES

The Lessor shall be responsible to pay property Tax and Land Rent, withholding Tax all other duties payable by trade or business in relation to goods stored in this Godown are by statute payable by the Lessee.

14) INSURANCE.

The Lessee shall be required, upon execution of this Lease Agreement, to have the property adequately insured and kept insured at all the time during the term of this lease. The insurance shall be for but not be limited to in respect of loss or damage due to fire, flood and/or storm or other risks normally insured against in a sum of equivalent to full value of the premises. In the event of loss covered by the insurance policy terms, the Lessee shall apply all sums received for those purpose to be used to restore the damage to the premises to a habitable state.

15) POSSESSION

The Lessor shall hand over the demised property and the Lessee shall have full possession not later than seven (7) days from the date of signing of this agreement. The Lessor shall ensure that the property is free from any

encumbrance whatsoever and further undertake to indemnify the Lessee against any encumbrance present or future in relation to the demised land/property.



16) TERMINATION

The Lessor can terminate this Lease Agreement, except for circumstances provided for in this Lease, by giving in advance a mandatory written notice or orally. On termination the Lessor shall pay the Lessee the sum of rent amount advanced but not expended with interest at the Bank of Tanzania commercial rate applicable at the time of reimbursement.

- 17) Provided further that where the relevant government authority refuses to grant the necessary permits to erect structures or to perform the activities necessary for the purposes of this Lease Agreement the termination shall be effective without giving the mandatory notice as per this Lease.
- 18) To permit the Landlord or his servants or his agents for the period of six weeks immediately before the determination of the tenancy hereby created to view the demised Shop and every part thereof at any reasonable time in the daytime.
- 19) Not to assign, sublet or part with possession of the demised Apartment or any thereof without prior written consent of the landlord any withhold such consent without giving reasons whatsoever.
- 20) At the expiration or sooner determination of the term hereby granted peacefully to surrender any yield up to the landlord the demised Apartment in good tenable repair and condition accordance with foregoing covenants.
- 21) The renewal of the lease shall be subject;
 - a) To a revision of Existing rent
 - b) Renewal for two years shall be with such conditions, which shall be prevailing as that time.
- 22) Should the Parties decide to extend the period of this lease both parties should negotiate fresh terms and conditions after the determination of this lease.
- 23) Renewals shall be 2 consecutive terms; thereafter a new tenancy agreement will be prepared.

IN WITNESS WHEREOF and in consideration of mutual covenants and promises herein parties have been duly executed this deed in the manner and on the date as hereinafter appear:-

SEALD WITH THE COMMON SEAL
OF THE SAID ALPHA PRODUCTS LTD.
OF P.O BOX 6844 AND
DELIVERED AT DAR ES SALAAM IN
PRESENCE OF US ON THIS DAY OF 1ST
APRIL, 2023.

)
) ALPHA PRODUCTS LIMITED
) P. O. Box 6844
) DAR-ES-SALAAM
) LESSOR
)



NAME: MOHAMMED JAFFER PYARALI AHMED
SIGNATURE: *M. Jaffer Ahmed*
ADDRESS: BOX 6844 DAR ES SALAAM
QUALIFICATION: DIRECTOR

SEALD WITH THE COMMON SEAL
OF THE SAID ALPHA PRODUCTS LTD.
OF P.O BOX 6844 AND
DELIVERED AT DAR ES SALAAM IN
PRESENCE OF US ON THIS DAY OF 1ST
APRIL, 2023.

)
) ALPHA PRODUCTS LIMITED
) P. O. Box 6844
) DAR-ES-SALAAM
) LESSOR
)

NAME: MURTAZA PYARALI AHMED
SIGNATURE: *M. Murtaza Ahmed*
ADDRESS: BOX 6844 DAR ES SALAAM
QUALIFICATION: DIRECTOR

NAME : *ADOLF W. MATHAY*
SIGNATURE: *[Signature]*
ADDRESS: *Box 10202 Dar es Salaam*
QUALIFICATION: *ADVOCATE*
)
)
)
)



IN WITNESS WHEREOF and in consideration of mutual covenants and promises herein parties have been duly executed this deed in the manner and on the date as hereinafter appear:-

SEALD WITH THE COMMON SEAL
OF THE SAID AFRICO BOMBA LIMITED
OF P.O BOX 7517 AND
DELIVERED AT DAR ES SALAAM IN
PRESENCE OF US ON THIS DAY OF 1ST
APRIL, 2023.

) AFRICO BOMBA LTD
)
) P.O. Box 7517
) DAR ES SALAAM
)
) LESSEE
)



NAME: MOHAMMED ABITALIB SARKAR
SIGNATURE:
ADDRESS: BOX 7517 DAR ES SALAAM
QUALIFICATION: DIRECTOR

SEALD WITH THE COMMON SEAL
OF THE SAID AFRICO BOMBA LIMITED
OF P.O BOX 7517 AND
DELIVERED AT DAR ES SALAAM IN
PRESENCE OF US ON THIS DAY OF 1ST
APRIL, 2023.

) AFRICO BOMBA LTD
)
) P.O. Box 7517
) DAR ES SALAAM
)
) LESSEE
)

NAME: HUZEIFA MUMTAZA DAWOODBHAI
SIGNATURE:
ADDRESS: BOX 7517 DAR ES SALAAM
QUALIFICATION: DIRECTOR

NAME :
SIGNATURE:
ADDRESS:
QUALIFICATION:



22,000,000/- including VAT
TOTAL Rent for 1 year 18,644,068
Stamp duty 19.
WH Tax Rental 109. (6 months) 932,203/-
186,441/-



START OF LEGAL RECEIPT

MAHAY CO. ADVOCATES
P O BOX 14242 DAR ES SALAAM
JAMHURI / AGGREY STREET
TEL 0753 181 555
TANZANIA

TIN 104123597

URN *NOTREGISTERED*

SERIAL NUMBER 03T2443009613

UTN 01181M

-10126414910412359703T2443009613



TAX OFFICE ILALA

CUSTOMER NAME.....
CUSTOMER ID TYPE BUYER'S TIN
CUSTOMER ID 164565378

RECEIPT NUMBER 271
ZNo 1/0517
DATE 01-04-2023 TIME 11:54:21

ECR: 01 OP: 01

LEGAL SERVICE 40'000.00 A

TOTAL EXCLUSIVE OF TAX 40'000.00

TOTAL TAX 0.00

TOTAL INCLUSIVE OF TAX
40'000.00

CASH 40'000.00
ITEMS NUMBER 1

RECEIPT VERIFICATION CODE

9ED75C271



*** END OF LEGAL RECEIPT ***

Changamoto kwenye risiti piga
bure TRA 0800750254/0800759255