

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into the City of Dar es Salaam on the 02<sup>nd</sup> day of OCTOBER, 2023

### BETWEEN

**ANNEX ESTATE LIMITED**, a private company operating in Dar es salaam for gain within the Vicinity of Dar es Salaam City, whose address is of P. O. Box 15138, Dar es salaam (hereinafter referred to as "*the Lessor*" the expression which, unless expressly stated otherwise shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys, assignees and authorized and mandated employees) of one part.

### AND

**SUPER FEO ENTERPRISES COMPANY LIMITED**, a Company limited by shares duly incorporated under the Companies Act, Cap 212 of the Laws of the United Republic of Tanzania, whose address is of P. O. Box 77764, Dar es Salaam (hereinafter referred to as "*the Lessee*", the expression which, unless expressly stated otherwise, shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys, assignees and authorized and mandated employees) of the other part.

**WHEREAS;** The Lessor is the lawful owner of an Office situated at Plot No. 74/3, located at KAMATA STRRET, along NYERERE Road, ILALA Municipality within the vicinity of Dar es Salaam City in the United Republic of Tanzania, (Hereinafter referred to as "*the Demised Premises*") and offered the said property for rent to the Lessee;

**AND WHEREAS;** subject to the terms and conditions contained in this Agreement and in consideration of the covenants and the provisions hereinafter contained, the Lessee is, with his free will, ready to rent the Demised Premise to be used on his day to day activities.

**NOW, THEREFORE,** for and in consideration of the foregoing promises, and of the mutual covenants and agreement hereinafter set forth, the Parties, for themselves, their successors and permitted assignees, hereto mutually agreed as follows;

## 1. DURATION

- 1.1. In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Lessor hereby demises unto the Lessee the Demised Premises from the 4<sup>TH</sup> day of **OCTOBER, 2023** or when the Tenant commence using the Demised Premises depending which date comes first, for the contractual term of two (5) years agreed herein.
- 1.2. Upon the expiration of this Agreement, any Party may renew the Agreement by giving the other Party a thirty (30) days' notice of intention to renew the same.

## 2. RENT AND PAYMENT MODE

- 2.1. The Lessee shall pay the Lessor a Rent at the tune of Tanzania Shillings five hundred thousand (800,000/=) per month, the amount to be paid in advance on Six (6) months basis.

## 3. THE LESSEE'S COVENANT

- 3.1. The Lessee covenants with the Lessor that, the Lessee shall observe and perform the following obligations;-
  - 3.1.1. That, the Lessee shall pay the Lessor a rent on a six months basis the amount as provided under Clause 2.1 of this Agreement without any deduction.
  - 3.1.2. **Assignment, Subleasing and Charge**

The Lessee shall not, assign, sublease or charge the whole or any part of the demised premises. Any assignment or sublease of the property after the completion date shall be lawful and effective only if the consent of the Lessor shall have been obtained before such assignment or sublease; and such consent shall not be unreasonably withheld or delayed by the Lessor.

However, in case of sub-leasing, assigning to a subsidiary or associate company of the Lessee, the Lessee is only required to intimate in writing to the Lessor and no prior consent of the Lessor is required.
  - 3.1.3. **Permitted Use**

The Lessee shall not, at any time on or after the signing of this Agreement, use the demised premises other than for industrial and commercial purposes in accordance with this Agreement.

**3.1.4. Utility Charges**

The Lessee shall pay all bills and charges for water, electricity, gas, telecommunications and other services consumed or used in respect of the demised premises during the Contractual term and must comply with any lawful requirements, order or regulation in respect thereof.

**3.1.5. Withholding Tax**

The Lessee shall, where the Lessor cannot pay the income Tax in respect of the income generated from this Agreement, hold Ten (10%) per centum of the total amount and pay such amount to the Tanzania Revenue Authority as a withholding Tax hence provide proof of payment to the Lessor.

**4. THE LESSOR'S COVENANTS**

4.1. The Lessor covenants with the Lessee to observe and perform the following obligations:-

**4.1.1. Land rent**

The Lessor shall be responsible for paying the land rent as demanded and assessed by the Ministry responsible for land from time to time.

**4.1.2 Quiet Enjoyment**

Subject to payment of rent herein reserved and observing and performing the covenants herein contained or implied, the Lessor shall permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the term herein granted without any interruption from the Lessor or any person acting on his behalf.

**4.1.3. Encumbrances Relating to Demised Premises**

The Lessor shall ensure that the demised premises are free from all encumbrances, charges, claims, mortgages, lien, attachments, injunctions, litigations, disputes and that the Lessor confirms that no notice thereof has been received by the Lessor and the Lessor confirms that it shall keep the demised premises free from any encumbrances whatsoever during the subsistence of this Agreement.

**4.1.4. Indemnity in Favor of the Lessee**

The Lessor shall keep the Lessee duly indemnified from the cost, consequences and damages resulting to and

suffered by the Lessee arising out of any claim or objection raised, by any third party or any statutory or Government authority regarding usage of the demised premises except for the negligence occasioned by the Lessee.

**5. DISPUTE RESOLUTION**

5.1. When the Lessor has served a notice to the Lessee that according to its reasonable opinion, the Lessee has breached covenants relating to the state and condition of the demised premises or the works expressly and reasonably implied in this Agreement and efforts to amicably resolve the same has failed, then the Lessee may, within fourteen (14) days from the date of such failure, require the dispute to be referred to the Arbitrator in accordance with the Arbitration Act, [CAP 15 R.E. 2002].

**6. TERMINATION**

6.1. Either Party may terminate this Agreement by serving a three (3) months' notice to that effect to the other Party.

**7. LAWS APPLICABLE**

7.1. Either party to this Agreement may terminate the Agreement by serving the other party a thirty (30) days' notice of an intention to terminate the same and the party so served with a notice shall acknowledge the receipt of the served notice.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Lease Agreement the day, month, and year in the manner hereinafter appearing.

**SIGNED and DELIVERED** at Dar es Salaam  
By the said **ANNEX ESTATE LIMITED** who is  
Personally known/identified to me by  
....., the latter being  
known to me in my presence,  
this ..... day of October, 2023

  
.....  
**LESSOR**

**BEFORE ME:**

.....  
**COMMISSIONER FOR OATHS**

SEALED with the COMMON SEAL of the said  
SUPER FEO ENTERPRISES CO LIMITED  
and DELIVERED in the Presence of us,  
this ..... day of October, 2023

Name: Mano M. Sique  
Signature: [Handwritten Signature]  
Postal Address: 249 Sojro  
Designation: DIRECTOR



BEFORE ME:

[Handwritten Signature]  
.....  
PUBLIC NOTARIES AND  
COMMISSIONER FOR OATH

