



LEASE AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF THE PUBLIC SERVICE SOCIAL SECURITY
FUND
(LESSOR)**

AND

**DEVEX AFRICA LIMITED
(LESSEE)**

Lease in respect of office at 1st Floor Wing "B" PSSSF Samora House located at Plot No. 105/106 Morogoro road /Samora avenue, Dar es Salaam.

DRAWN BY:

Directorate of Legal Services,
Public Services Social Security Fund,
P.O Box 1501,
Dodoma.

**THE LAND ACT
CAP. 113 R.E 2002
LEASE AGREEMENT**



Made and entered into this day of2021

BETWEEN

THE BOARD OF TRUSTEES OF THE PUBLIC SERVICE SOCIAL SECURITY FUND of P.O. BOX 1501, Dodoma with its registered office in Dodoma Tanzania (hereinafter called "lessor" which expression shall, where the context so admits, include its successors and assigns) on the ONE PART

AND

DEVEX AFRICA LIMITED is a limited liability company incorporated under the Companies Act, R.E. 2002, having its offices at the PSSSF Samora House of P.O. Box 80333 Dar es Salaam and registered with Tanzania Revenue Authority with TIN 107-399-135, and assigned VAT Registration Number (VRN) 40-015495-E, (Hereinafter referred to as "the LESSEE") on the OTHER PART

THIS LEASE WITNESSES as follows:

- A. **WHEREAS the LESSOR is**, the holder of a landed property located in Dar es Salaam in respect of the Land developments thereon known as Plots Numbers 105/106, Morogoro road/Samora Avenue, Dar es Salaam, Tanzania, and in terms thereof is authorized to enter into a lease agreement.
- B. **WHEREAS the Lessee** has presented itself to the Lessor as having the capacity, desire, and is willing to lease part of the developments to wit; office upon the terms and conditions hereinafter set forth.

WHEREFORE, the **LESSOR** and the **LESSEE HEREBY AGREE** mutually to enter into this Lease Agreement under the terms and conditions stipulated hereunder.

PART A:

1.0 DEFINITIONS AND INTERPRETATION

In this lease, unless the content otherwise requires: -

"appurtenances" and	means all installations and appliances in the premises includes, without prejudice to the generality of term, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, windowpanes, window frames and air conditioning units;
"building"	means all the unexhausted developments on the land registered under the above reference in relation to the land described in Schedule "A";
"common area"	means those portions of the building and property including parking bays and walkways other than those actually let or capable of being let to individual lessees;
"designated persons"	means the Lessor's servants, Directors, Agents, independent Contractors and representatives;
"Lease"	means the Lease between the LESSOR and the LESSEE ;
"Lessee"	means tenant;
"Lessor"	means the Board of Trustees of the Public Service Social Security Fund
"Term"	means the period for the duration of this Lease under Clause 4.1



2.0 SUMMARY OF LEASE PROVISIONS

- (a) Lessor: **The Board of Trustees of the Public Service Social Fund**
- (b) Address for payment: **The Director General
Public Service Social Security Fund**
- (c) Lessee: **DEVEX AFRICA LIMITED**
Address for Notices: **P.O. Box 80333, Dar es Salaam.**
- (d) Lessee's Trade Name: **DEVEX AFRICA LIMITED**
- (e) Demised Premises: **PSSSF SAMORA HOUSE, 1st FLOOR, 35.25
SQUARE METRES**
- (f) Use: **OFFICE USE**
- (g) Commencement Date: **01/05/2021**
- (h) Expiry date: **30/04/2024**
- (i) Rent per square metre: **TZS 14,950.00** VAT exclusive
- (j) Service Charge per square metre: **TZS 4,600.00** VAT Exclusive
- (k) Total Monthly Rent: **TZS. 526,987.50** per month VAT
Exclusive
- (l) Total Monthly Service Charge: **TZS 162,150.00** Per month VAT
Exclusive

3.0 LAND USE

The land and buildings thereon are for commercial and related purpose only.



4.0 THE LEASE

4.1 DEMISED PROPERTY AND TERM

The **LESSOR HEREBY DEMISES unto the LESSEE** and the Lessee agrees to take on lease part of the building for a term of Three (3) years commencing on the 1st May, 2021 and expiring on the 30th April, 2024 subject to the provisions of the Land Act, Cap. 113 (No. 4 of 1999); regulations made thereunder and the following conditions:

4.2 GRACE PERIOD

The Fund LESSOR gives the LESSEE a grace period of **30** days computed from commencement of Lease period. The grace period caters for any office partition and painting works to be done by the tenant.

4.3 RENT

4.3.1 The **LESSEE** shall pay the total rent of **TZS. 526,987.50** per month VAT exclusive and services charges **TZS 162,150.00** per month VAT exclusive and shall exist for Three years of the lease tenure.

4.3.2 After expiry of the three years of the lease period, there shall be a review of rent payable to reflect the true market value of the demised premises.

4.4 VALUE ADDED TAX

4.4.1 All rentals and monies referred to in Clause 4.3.1 are exclusive of VAT which shall be paid by the LESSEE and shall be subject to a deduction of withholding tax, in compliance with the relevant legislation.

4.4.2 The **LESSEE** shall pay Value Added Tax (VAT) at the prescribed rate from time to time in accordance with the relevant registration.



4.5 RENT SECURITY DEPOSIT

4.5.1 The **LESSEE** shall provide a Rent Security Deposit to the **LESSOR** of a value of an equivalent to **one (1) month's rent**.

4.5.2 The rent security deposit shall be issued to the **LESSOR on the date of signing the Lease** and shall entitle the **LESSOR** to set-off or settle unpaid monthly rent or any monies payable out of the obligations under this Lease.

4.5.3 The **LESSOR** shall have the right of applying the whole amount guaranteed by the Rent Security Deposit or portion thereof towards payment of the rent arrears, water, electricity or other charges, key replacements, renovations or any other liability of whatsoever nature for which the **LESSEE** is responsible.

4.5.4 The Rent Security Deposit shall remain deposited to the **LESSOR** or his authorized agents free of interest until after vacating of the premises by the **LESSEE** and the complete discharge of all the **LESSEE's** obligation to the **LESSOR** arising from the Lease.

4.5.5 The **LESSEE** shall ensure that the Rent Security Deposit remains fully paid-up for the whole Agreement period, failure of which shall constitute a breach and therefore the **LESSOR** shall be entitled to terminate this Agreement.

4.6 MODE OF PAYMENT

4.6.1 The monthly rent under **Clause 4.3.1** shall be payable three months in advance without any deductions save to a deduction in compliance with the existing statutory requirements in favour of **THE DIRECTOR GENERAL PSSSF**.

4.6.2 Payment of rental and any other charges shall be, by means of a banker's cheque, bank transfer in favour of the **DIRECTOR GENERAL, Public Service Social Security Fund**, as per issued invoice as per Government Gateway Payment control number.

4.6.3 Occupation of Premises

The Lessee shall give the Lessor a proof of bank slip.



4.7 FAILURE, NEGLIGENCE OR REFUSAL TO PAY RENT

- 4.7.1** Where and whenever the rent remains unpaid for thirty days upon receipt of an undisputable invoice from the date when such rent fell due, the **LESSOR** shall exercise the right of termination of this Lease forthwith.
- 4.7.2** Without prejudice to Clause 4.6 above, whenever the lessee fails or neglects or refuses to pay a rent or any other monies within thirty (30) after falling due, the **LESSOR** shall charge the **LESSEE**, and the **LESSEE** shall pay on demand interest on overdue sums at a rate of 2% compounded per month or part thereof or if that exceeds the maximum permissible rate at any time, for so long as that is the case, at such maximum permissible rate.
- 4.7.3** The right to charge interest on overdue amounts shall not, in any way prejudice the **LESSOR's** right of enforcing any of its other rights or the **LESSEE's** obligations under this Lease on an attorney and own client scale (which shall include collection charges) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment, in regard to any appeal against any judgment or otherwise.
- 4.7.4** The **LESSOR** shall be entitled to appropriate an agreed amount received from **LESSEE** towards the payment of any cause or debt or amount owing by the **LESSEE** to the **LESSOR** arising out of this Lease.



5.0 UTILITIES

The **LESSEE** shall be responsible for and shall pay on demand for actual charges arising out of its use of electricity current, water, service charges that include security, garbage collection and cleaning; and other charges as levied by any utility company or authorised person in respect of the demised premises or any other part within the building assigned to the **LESSEE** by the **LESSOR** for the **LESSEES** exclusive use.

6.0 RATES AND OTHER CHARGES

Property Tax, Land Rent in respect of the building shall be paid by the **LESSOR**.

7.0 CONSENT AND REGISTRATION

The Lessee shall seek and obtain the necessary legal consents, notifications and registration of this Lease under the Land Act, Cap. 113, the Land Registration Act, Cap 334 and other relevant laws.

8.0 LESSEE WARRANTIES AND CONDITIONS

8.1 The **LESSEE** shall comply with all laws, by-laws and regulations relating to lessees or occupiers of business premises or effecting the conduct of any business carried on in the premises and shall not contravene any conditions of the title under which the property is held by the **LESSOR** or any of the provisions of a town planning scheme applicable to the building, nor do or cause or permit to be done in or about the building anything which may be or cause a nuisance or disturbance or other occupiers of the building, or occupiers of neighbouring premises.

8.2 The **LESSEE** agrees to comply with the **LESSOR's** security and fire protection regulations, which may exist in the building from time to time and shall be liable for compliance therewith by its employees and invitees.

8.3 The **LESSOR** and the Lessor's designated person shall not be liable for the receipt or non-receipt or the delivery of goods, postal matter or



correspondence, nor shall they be liable for anything which the **LESSEE**, its servants, invitees, agents, directors, representatives or clients may have deposited or left in the premises or in any part of the building or the property.

- 8.4** At all times during the existing of this Lease, the **LESSEE** shall keep and maintain in good order and repair the interior of the premises, the electrical, drainage and sanitary works, the thermostats and air conditioning appliances and the appurtenances therein and at the termination or expiry of the Lease for whatever reason, return and deliver the same to the **LESSOR** in good order and repair or, in the alternative, reimburse the **LESSOR** for the cost of replacing, repairing or making good any broken, damaged or missing equipment or articles.
- 8.5** Where the appurtenances and/or electrical, drainage and sanitary works, thermostats, geysers and air conditioning appliances are or become defective, excluding fair wear and tear, the **LESSEE** shall be obliged to replace them at the **LESSEE's** expense.
- 8.6** The **LESSEE** shall repair any damage caused to the premises, which may be caused by forcible entry by the **LESSEE** or his agents.
- 8.7** The **LESSEE shall:** -
- (a) Keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
 - (b) At all times keep the premises in clean, tidy and sanitary condition;
 - (c) Not be entitled to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the **LESSOR** (and any such signs, notices or other matter shall be removed by the **LESSEE** prior to the end of its occupation of the premises and any damage thereby caused to the premises shall be made good by the **LESSEE**). Such consent shall however not be unreasonably withheld;
 - (d) Not obscure any plate glass windows by painting or otherwise;
 - (e) Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may result into damage to the premises;



- (f) Not change interfere with or overload the electrical installation in the premises;
- (g) Not obstruct, interfere or tamper with any thermostats or air conditioning appliances in the premises or the building;
- (h) Pay for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the premises;
- (i) Not install in the premises air conditioning or ventilating units or equipment without the **LESSOR's** prior written consent, which consent shall not be unreasonably withheld or delayed.
- (j) Not place any heavy article in the premises without the **LESSOR's** prior written consent, which consent shall not be unreasonably withheld or delayed;
- (k) Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property; or in the entrance hall, staircase of the building or in the yard of any portion of the property;
- (l) Not pack or unpack goods except within the premises.

9.0 DISPOSITION BY LESSEE

9.1 The Lessee shall **APPLY** for written consent of the Lessor prior to creation of a disposition by way of a sub-lease and mortgage. Provided that no partition, sale transfer or assignment of the Lease shall be effected by the **Lessee**.

9.2 The **LESSEE** shall further not give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all, without the **LESSOR'S** prior written consent.

10.0 CHANGE OF BUILDING'S NAME

Subject to Clause 29.2.2 on Tanzanian adverse change in law, the **LESSOR** shall have the right to change the name of the office building at any time and from time to time, as it considers appropriate at its sole discretion; provided that the **LESSEE** shall be given two months' notice in advance and the **LESSOR** shall not be liable for any losses or damages suffered by the **LESSEE** arising from or incidental to such change of name.



11.0 BREACHES BY DAMAGE TO PREMISES

11.1 The **LESSOR** may terminate this Lease if: -

- (a) There is damage to the building such that the premises have been rendered substantially unlettable because of absence of access or supply of any necessary service or amenity;
- (b) There is destruction or damage to the building or parts thereof, whether or not affecting the premises; the **LESSOR** determines to put an end to the tenancy in the building in order to engage in reconstruction, renovation or rebuilding.

11.2 The termination under Clause 11.1 shall be by thirty days written notice given by the **LESSOR** to the **LESSEE**.

11.3 Any such termination shall be without prejudice to any rights or claims which the **LESSOR** may have against the **LESSEE** whether in terms hereof or otherwise.

11.4 Without prejudice to the aforementioned, upon such termination, the rights and responsibilities acquired by the Lessee prior termination shall survive termination and continue to be in force until when exercised and/or recovered.

11.5 In the event of any dispute as to whether the premises have been rendered substantially unlettable or the amount of the remission of rental and the extent to which the **LESSEE** is deprived of beneficial occupation and enjoyment of the leased premises; the decision of an architect appointed by the **LESSOR** and approved by either the National Construction Council or the Board of Architects and Quantity Surveyors who will act as an expert and who shall determine the liability for their charges which shall be paid accordingly, and the decision shall be final and binding upon the parties.

12.0 LESSEE BREACHES

Subject as specifically provide herein, the **LESSEE** shall be deemed to have breached

the terms and conditions of this lease agreement and the **LESSOR** may exercise any remedy available to the **LESSOR** if the **LESSEE**:



- 12.1 Fails to pay any rent or other amount due by it to the LESSOR in terms of this lease on due date;
- 12.2 Commits any other breach of the terms of this Lease;
- 12.3 Commits any breach of the terms of this Lease under the Land Act Cap. 113 and other laws of the United Republic of Tanzania;
- 12.4 Commits an act of insolvency or otherwise loss going concern status.

13.0 LESSOR NOTICES TO LEASE

- 13.1 The **LESSOR** may affix to and exhibit everywhere on the windows of the premises **"TO LET"** notice or notices during the period of three (3) months immediately preceding the termination or expiry of this Lease and during the period the **LESSEE** shall, on the Lessor's prior written notice that may be required in connection with any application for any licences to carry on business in the demised premises.
- 13.2 **The LESSEE shall** at all reasonable times during the period of this Lease permit any prospective lessees or purchasers of the property, of which the premises form a part, or of the share capital of the **LESSOR**, to view the interior of the premises.
- 13.3 The Lessor's and the Lessor's agents permissions granted under this Clause 13 shall Be exercised in such a manner that it will not disrupt the Lessee's business contemplated by this Lease.

14.0 COMMUNICATIONS

- 14.1 Unless otherwise specifically directed in writing, all communications to the LESSOR shall be made to: -

**The Director General,
Public Service Social Security Fund
P.O. BOX 1501,
Dodoma.**

Telephone: +255 26 2321952
Website: www.psssf.go.tz



14.2 Unless otherwise specifically directed in writing, all communications to the LESSEE, shall be made to:

DEVEX AFRICA LIMITED

P.O. BOX 80333,

Telephone: +255 754 995 566

+255 766 608 229

DAR ES SALAAM.

14.3 Any such notice or other communication shall be deemed to have been given to the party to whom it is addressed if sent by:-

(a) Hand when so delivered by dispatch;

(b) Registered mail;

(c) Facsimile transfer, upon sending and receipt by the send of a satisfactory confirmation notice.

15.0 RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS

15.1 The LESSEE agrees that, subject to LESSOR's written consent, it shall be responsible for:-

(a) The safety, safe use and maintenance of the electrical installations in the premise;

(b) The safety of the conductors connecting the electrical installations to the point of supply;

(c) Procuring, at its own costs, the issue of a valid certificate of compliance in respect of the electrical installations in the premises at the termination of this lease and after any alterations to the electrical installations in the premises have been affected.

15.2 In the event that the LESSEE fails to comply with the foregoing obligations and as a result the LESSOR incurs any liability, the LESSEE indemnifies the LESSOR against all claims, damages or losses of any nature whatsoever which the LESSOR may sustain as a result thereof.

15.3 The LESSEE warrants that all goods on the premises will throughout the period of the Lease be beneficially owned by the LESSEE and will not throughout the period of the lease be subject to any special notarial bond.



16.0 FIRE HAZARDS AND INSURANCE

- 16.1** The **LESSEE** shall not at any time bring, allow to be brought or kept on the premises, do or permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or voidable or whereby the premium the premium for any such insurance may be increased.
- 16.2** Where the premium for such insurance is increased as a result of any act or omission contemplated above, whether with the **LESSOR's** written consent or not, the **LESSOR**, without prejudice to any of its rights hereunder, may recover from the **LESSEE** the amount of the increase immediately on notification from the **LESSOR** and/or the insurance company to the effect that such additional premium has been charged.
- 16.3** The **LESSEE** shall take an independent comprehensive premium for insuring his own goods.

17.0 ALTERATION AND ADDITIONS

- 17.1** The **LESSEE** shall not make any alterations or additions to the premises without the **LESSOR's** prior written consent, such consent not to be unreasonably withheld.
- 17.2** If it shall be a condition of any competent authority in respect of the grant or renewal of any licences required by the **LESSEE** to carry on the business for which the premises are hired that the premises shall be altered or renovated, the **LESSEE** shall be obliged, at its own expense, to carry out such alterations or renovations, PROVIDED that the **LESSEE** shall seek the **LESSOR'S** prior written consent (which consent shall not be unreasonable withheld) and PROVIDED FURTHER that the work shall be carried out by a contractor appointed by the **LESSEE** and under the supervision of an architect nominated the **LESSOR**.
- 17.3** If any alterations or improvements are made by the **LESSEE**, they will become the **LESSOR'S** property without any compensation being payable to the **LESSEE** in respect therefor, and once effected, all such alterations or improvements shall form part of the premises therefor and shall not be subject to removal by the Lessee.



17.4 The LESSEE shall be responsible and at its own cost for any internal partitions and installations to the demised premises. Any proposed partitions and installations may be carried out, unless the change is structural and shall therefore require obtaining the Lessor's prior written permission.

18.0 FIXTURE AND FITTINGS

18.1 All fixtures, fittings, and equipment in the building premises shall remain the property of the LESSOR. The LESSEE undertakes to maintain and replace any damaged items during the term of the Lease to the satisfaction of the LESSOR, fair wear and tear excepted.

18.2 The LESSEE's financial obligations shall include all branding and creation of its corporate image, opening expenses and professional services as required by the LESSEE.

18.3 At the expiry of the Tenancy or early determination of the Lease Agreement the LESSEE shall deliver to the LESSOR the demised premises, fixtures, and equipment in as good a state of repair and maintenance as the same were the commencement of the Lease reasonable wear and tear accepted.

19.0 STAMP DUTY

The LESSEE shall pay within thirty (30) days from the date of receiving four (4) copies of this Lease to the Tanzania Revenue Office, Stamp Duty of the amount that shall have been assessed by the Stamp Duty Officer and to return to the LESSOR three copies of the lease duly stamped and executed.

20.0 REPAIR, CLEANLINESS AND REPLACEMENT OF WORN OUT FIXTURES AND EQUIPMENT

20.1 Ordinary Maintenance

The LESSEE shall, unless hereinafter specified to the contrary, maintain the said premises in good repair, habitable and leasable conditions during the continuation of this Lease.

20.2 Renovations and Improvements:

During the Term of this Lease the LESSEE shall carry out at its own expenses any renovations and improvements to the premises that LESSEE considers desirable. Provided that LESSEE shall not be unreasonably withheld.



20.3 Repair of Damage to the Demised Premises

The **LESSEE** shall repair the demised premises and keep them in good and substantial repair and, subject to the written consent of the **LESSOR**, rectify any damage to the demised premises.

20.4 Cleanliness

The **LESSEE** shall clean and at reasonable intervals and periodically as would be necessary, fumigate the demised premises, which may be or become beyond repair at time during or at the expiration of the term.

21.0 USER CLAUSES

21.1 Abandoning Premises

The **LESSEE** shall not cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one (1) month without :-

- (a) Notifying the **LESSOR**; and
- (b) Providing such caretaking or security arrangements as the **LESSOR** and the insurers shall reasonably require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

21.2 Pollution

The **LESSEE** shall not discharge into the pipes serving the demised premises any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful the pipes or cause obstruction or deposit in them.

21.3 Ceiling, Floor Loading and Machinery

The **LESSEE** shall:-

- (a) not to be allowed to bring or permit to remain on the demised premises any machinery, goods or other articles which may strain or damage the demised premises or any part of them.
- (b) Not without the consent of the **LESSOR**, such consent not to be unreasonably withheld, suspend anything from the walls or ceiling of the premises or use the same for the storage of goods or place weight on them.



- (c) Not to install or use in or upon the demised premises any machinery or apparatus which may cause structural damage.

21.4 Heating, Cooling and Ventilation

The **LESSEE** shall:-

- (a) Not do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating, cooling or ventilation plant and equipment in the demised premises or the building.
- (b) Not operate the ventilation equipment in the demised premises otherwise than in accordance with the regulations for such purpose made by the **LESSOR** from time to time.

22.0 OTHER USER CONDITIONS

The **LESSEE** undertakes:-

- (a) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic radio or television communication or otherwise) upon the premise without the prior written consent of the **LESSOR**.
- (b) Not to make connection with the pipes that serve the demised premises without the **LESSOR'S** prior written consent which shall not be unreasonable withheld other than in accordance with plans and specifications approved by the **LESSOR** and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- (c) Not to do in or near the demised premises any act or thing by reason of which the **LESSOR** may under any statute incur, have imposed upon it or become liable to pay any penalty, damages compensation, costs charges or expenses.
- (d) Not to do or allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the lessor or its other **LESSEES** or to the owners or occupiers of the adjoining buildings.
- (e) Not to use the demised premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act of purpose.



- (f) Not to use the demised premises other than for purposes of carrying out the **LESSEE's** licensed and authorized business as at the date of commencement of the Lease example: hotel business.
- (g) Not to keep any animal, fish, reptile or bird anywhere on the demised premises.
- (h) Not to stop up, darken or obstruct any windows or light belong the premises.

23.0 INDEMNITY FOR NON-STATUTORY EXPENSES

23.1 The **LESSEE** shall pay to the **LESSOR** on an indemnity basis all reasonable and proper costs, fees, charges, disbursement and expenses incurred by the **LESSOR** arising directly or indirectly out of :-

- (a) Any act, omission or negligence of the **LESSEE** or any persons at the demised premises expressly or impliedly with the **LESSEE'S** authority and under the **LESSEE's** authority and under the **LESSEE's** control; or
- (b) Any breach or non-observance by the **LESSEE** of the covenants, conditions or other provisions of this Lease or any of the matters to which this demised premises is subject.

24.0 NOTICE OF LEASING

The **LESSEE** shall permit the **LESSOR** during the Lease period, prior to providing written notice, to enter upon the premises and affix and retain a notice for leasing the premises and during such period to permit persons with the written authority of the **LESSOR** or its agent at reasonable times of the day to view the demised premises.

25.0 YIELDING UP

At the expiration of the Term, the **LESSEE** shall: -

25.1. Yield up possession the demised premises in good and substantial repair in accordance with the terms of this Lease; provided the **LESSEE** shall pay a sum equivalent to any loss of rent incurred by the **LESSOR** (which shall be calculated at the open market rent for the premises) during such period as is reasonably required for the carrying out of works at the expiration of the Term by reason of any breach of repairing and decorating covenants.

25.2 Give up all keys of the demised premises to the **LESSOR**, and



25.3 Remove all signs erected by the **LESSEE** in upon or near the demised premises and immediately to make good any damage caused by such removal.

26.0 INSPECTION

26.1 The **LESSEE** shall permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the **LESSOR's** reversion or of any other interest superior to the term to view the demised premises without interruption provided they are authorized in writing by the **LESSOR** or its agents.

26.2 The **LESSOR** covenants with the **LESSEE** to permit the **LESSEE** peacefully and quietly to hold and enjoy the demised premises without interruption or disturbances from or by the **LESSOR** or any person claiming under or in trust for the **LESSOR**.

27.0 APPLICABLE LAW

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

28.0 DISPUTE SETTLEMENT

In case of any dispute or difference arising between the parties here to as to the construction of this instrument or the rights, duties or obligations of either party hereunder or any matter arising out of or concerning the same, every such dispute and matter in difference shall first be a subject of amicable resolution by the parties. Failure to resolve the matter may lead the aggrieved party to seek relief in a court of law.

29.0 ACCIDENTS AND FORCE MAJURE

29.1 ACCIDENTS

The **LESSOR** shall not be responsible to the **LESSEE** or to anyone at the demised premises expressly or by implication with the **LESSEE's** authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises.

29.2 FORCE MAJURE

29.2.1 The Lessor and the Lessee agree that no party shall be responsible for acts of God affecting this Lease.



29.2.2 No change in the laws of the United Republic of Tanzania shall constitute a breach of the Lease by the LESSOR and no compensation shall be payable to any part in respect of an adverse change in the laws of the United Republic of Tanzania.

30.0 RIGHTS IN COMMON

The **LESSEE** and all persons expressly or by implication authorized by it shall have the right in common with the **LESSOR** and all other persons having a like right to use the building's common parts for the purposes of access from the building and for all purposes in connection with the use and enjoyment of the demised premises including the rights.

- (a) To have access to and egress from the car park area on specific spaces allocated by the **LESSOR** for private motorcars; Provided that the LESSOR by a written notice may reposition or reallocate the car parking space for the interest of good estate management.
- (b) To use such toilets in the building reasonably proximate to the demised premises as shall be designated by the **LESSOR**, from time to time.
- (c) To free passage and running of water, sewage, gas electricity, telephone and other services or supplies (subject to temporary interruption for a repair alteration or replacement) to and from the demised premises in and through the pipes that now or during the Lease Term serve the demised premises presently laid in or over or under other parts of the building or the estate.
- (d) To display in the reception area of the building a name plate or sign in positions and of sizes to be specified by the **LESSOR** showing the lessee's name and any other details approved by the LESSOR such approval not to be unreasonably withheld or delayed.

31.0 PLATE GLASS AND WINDOW PANELS

31.1 The **LESSEE** shall be responsible for any plate or other glass, both internal and external and window panels contained in the premises and shall be obliged at its expense to replace any such glass as may be damaged, however and by whosoever such damage shall be caused, provided such damage was not caused by the LESSOR or designated representative (s).

31.2 The **LESSEE** be obliged, except for any period during which the LESSOR elect to insure the plate glass, windows panels and shop fronts with an insurer nominated by the LESSOR against the damage and maintain the



insurance throughout its occupation of the premises or the period of this Lease.

31.3 The LESSEE shall on demand cede the policy of insurance to the **LESSOR** as security for its obligations hereunder. The LESSEE shall, if so required by the LESSOR, exhibit to the LESSOR from time to time proof of payment of the premiums that fall due and if it is entitled, without prejudice to its rights to pay the premium and recover it from the **LESSEE**.

32.0 LEASE TERMINATION CLAUSE

The Lessee may terminate this agreement by giving a thirty (30) days' notice in writing of such termination.

33.0 LESSOR TERMINATION CLAUSE

33.1 The LESSOR shall have the right to terminate this Lease during the lease period only upon the occurrence of any of the breaches of the terms and conditions herein stipulated.

33.2 Notwithstanding the provisions of Clause 31.1 above, the LESSOR may for any other reasonable cause not here provided for, determine the term hereby granted before the end of the granted Lease Term, by serving upon the LESSEE a written thirty days' notice to that effect.

34.0 EXTENSION OF THE LEASE:

Three months before expiration of the term of this Lease, the **LESSOR** may offer, and the **LESSEE** may accept extension of the Lease on such terms as may be mutually agreed upon by the parties.



ATTESTATION

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

SEALED with the **COMMON SEAL**
Of the said **BOARD OF TRUSTEES OF PUBLIC SERVICE SOCIAL SECURITY FUND**

and **DELIVERED** in our presence

this 24TH Day of JUNE, 2021

Signature: 

Names: HOSEA G. KASHIMBA

Postal Address: 1501 DODOMA

Designation: **DIRECTOR GENERAL**

Signature: 

Names: VUPE LIGATE

Postal Address: 1501 DODOMA

Designation: **DIRECTOR OF LEGAL SERVICES**

TIN: 107-399-135

S/S: 63,238.5

WHT: 158,496.25 (3 monthly)

224,334.75

24/07/2021



STAMP DUTY

Shs: 63238.50 Collection

Receipt No: 998415815839 Date: 9/8/2021


Regional Manager - Itala Tax Region

SEALED with the **COMMON SEAL**
Of the said **DEVEX AFRICA LIMITED**

and DELIVERED in our presence

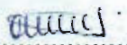
This 24..... day of June 2021

Signature: .....

Names: LAMBATI MADAI.....

Postal Address: Box 80333 Dar.....

Designation: M.D.....

Signature: .....

Names: VERONICA SUKLUMI.....

Postal Address: P. O. Box 80333.....

Designation: ASS. ACCOUNTANT.....



SEAL

