

Lease Agreement

made an entered into by and between

FAIGA ALLY BINZOU of Loliondo, Mikocheni, Kinondoni District within the City of Dar es salaam, P.O. Box 999 Dar es salaam (hereinafter called “the LESSOR”) of the first part.

And

SASCOM COMPANY LIMITED of Loliondo, Mikocheni, Kinondoni District, within the City of Dr es Salaam P. O. Box 999 Dar es salaam (hereinafter called “the LESSEE”) of the second part.

The LESSOR hereby lets to the LESSEE who hereby hires the PREMISES described herein on the terms and conditions sets out in this Lease agreement.

1. REFERENCES

- 1.1. The heading of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify, the terms of this agreement nor any clause hereof;
- 1.2. Expressions in the singular also denote the plural, and vice versa;
- 1.3. Words and phrases denoting natural persons refer also to juristic persons, and vice versa;
- 1.4. Pronouns of any gender include the corresponding pronouns of the other gender;
- 1.5. Clause headings appear in this Agreement for the purposes of reference only and shall not influence the proper interpretation of the subject matter; and
- 1.6. This lease Agreement shall be interpreted and applied in accordance with the laws of the United Republic of Tanzania.

GENERAL CONDITIONS OF LEASE

2 COMMENCEMENT AND DURATION OF LEASE

This Agreement shall commence on **01.01.2023** and shall continue for the agreed period of five (5) years until it is legally terminated.

3 RENT AND PAYMENTS

- 3.1 The monthly rent payable in terms of this lease and the amounts. The lessee shall pay monthly rent of **USD1,000/- (United States Dollars One Thousand only)** VAT exclusive per month. Electricity shall be paid by LESSEE as per consumption and WIFI shall be offered to LESSEE by LESSOR as Complementary.
- 3.2 All payments to be made in terms of this lease by the LESSEE shall be effected, free of any deductions, directly through a deposit or an electronic fund transfer, into the LESSOR's bank account or otherwise as instructed by LESSOR. Rent shall be paid by LESSEE to LESSOR effectively from 01st January 2023.

- 3.3 If the LESSEE fail to make payment to the LESSOR of any amount payable by it in terms of this agreement then the LESSOR may (without prejudice to and in addition to any other rights and remedies which it may have) at its option recovery interest on any monies due but unpaid by the LESSEE to the LESSOR in terms of this lease, and such interest shall be compounded monthly from the due date for payment of the monies in respect of which the interest is changeable until the payment of such monies in full.
- 3.4 In the event of termination of this lease Agreement the parties will entitled to any amount which is due or has been paid in advance.

4 USE OF THE LEASED PREMISES

- 4.1 The LESSEE shall not use the leased PREMISES for any purpose other than office as agreed in this agreement. Any change of use of premises, LESSEE shall have to obtain consent from LESSOR, consent which shall not be delayed or withheld unreasonably.
- 4.2 The LESSEE will not be permitted to use the leased PREMISES in such a way as to cause any repugnant odors or which may in any other way be or become a nuisance or cause damage or disturbance to occupiers on the PREMISES in the vicinity of the LAND or property.
- 4.3 The LESSEE agrees to comply with the LESSOR's security and fire protection regulations which may exist from time to time and the LESSOR undertakes to produce same to the LESSEE upon request. The LESSEE undertakes to secure compliance there with by its employees, provided that these regulations do not detract from the LESSEE's own security requirements.
- 4.4 The LESSEE shall specifically and immediately advice the LESSOR in writing of any change of risk relevant to its occupation and the storage of any hazardous commodity or any other material information and shall abide by the conditions of insurance policies pertaining to the PREMISES.
- 4.5 The LESSEE shall not allow or cause to be allowed any obstruction or interference to the use by others of the common area which is attributable directly or indirectly to the manner in which the LESSEE makes use of the leased PREMISES.

5. SUBLETTING, TRANSFER OF OWNERSHIP, CESSION AND ASSIGNMENT

The LESSEE shall not cede or assign or mortgage or pledge any of its rights under this lease or any part hereof, nor sublet the leased PREMISES or any part thereof, nor allow any person, firm, partnership, close corporation, company or any other entity to occupy or possess the PREMISES or any part thereof on any condition whatsoever or for any reason whatsoever,

without the LESSOR's written consent which shall not unreasonably be delayed or withheld. It is agreed that the LESSEE may use the PREMISES for all of the business units of the CRDB Group, its subsidiaries and or related entities and that such usage shall not constitute sub-letting or cession and assignment of the LESSEE's rights and obligations.

6. CONTRAVENTION OF LAWS

6.1 The LESSEE shall not contravene or permit the contravention of any law, by-law, ordinances, proclamations or statutory regulations or the conditions of any license relating to relating to or affecting the occupation of the leased PREMISES or the carrying on of the LESSEE's business in the leased PREMISES.

6.2 The LESSEE shall not contravene or permit the contravention of-

6.2.1 The title deed conditions relating to the property, provided that the LESSOR finishes copies of the Title Deed/s to the LESSEE at its own cost and

6.2.2 Any law, by-law or statutory regulation which the LESSOR is required to observe as a result of the ownership of the sites.

7 LESSOR'S ACCESS TO THE LEASED PREMISES

7.1 The LESSOR shall be entitled:

at any time within business hours during the currency of this lease, due and reasonable notice

7.2 to inspect the leased PREMISES for any purpose whatsoever within business hours with the due regard and subject to the LESSEE's security requirements and reasonable notice being given prior to access.

8. DISPUTE RESOLUTION.

This Agreement and any dispute relating to this Agreement shall be governed by and interpreted in accordance with the law and Parties irrevocably agree that the courts within TANZANIA shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement, regardless of individual party location. Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located within TANZANIA, under the law of Tanzania.

9. SEVERABILITY.

In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

10. WAIVER.

Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

11. FORCE MAJEURE.

With the exception of any payment obligations, neither Party shall be liable for failing to perform its obligations hereunder (other than payment obligations) were delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.

12. ENTIRE AGREEMENT.


This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between parties with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

..... END OF TERMS SIGNATURE PAGE FOLLOWS.....

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement.

SIGNED and DELIVERED WITH THE COMMON SEAL by the said **FAIGA ALLY BINZOU** Who is known to me/identified to me By _____
The latter being known to me personally
This 01 Day of 01, 2023

x 
LESOO


BEFORE ME
Full Name: ROSE PETER MTESIGWA
Signature: 
Address: P.O. BOX 77333
Qualification: ADVOCATE



SIGNED and DELIVERED WITH THE COMMON SEAL by the said _____
On Behalf of SASCOM COMPANY LIMITED
Who is known to me/ identified to me By _____
The latter being known to me personally
This 01 Day of 01, 2023

x 
LESSEE

SASCOM COMPANY LIMITED
P. O. Box 999
DAR ES SALAAM
TANZANIA

BEFORE ME:
Full Name: ROSE PETER MTESIGWA
Signature: 
Address: P.O. BOX 77333
Qualification: ADVOCATE

