

**LAND ACT, 1999 (ACT NO. 4 OF 1999)**  
**THE LAND REGISTRATION ACT, CAP 334**

**LEASE AGREEMENT**

**Between**

**THE AMANI TRUST**

**&**

**AIFOLA EXPRESS LIMITED**

*In Respect of*

**Office Space on Plot No. 8 &10, Oysterbay Shopping Centre, Off  
Haile Selassie Road, Kinondoni District, Dar es Salaam.**

## LEASE AGREEMENT

This LEASE AGREEMENT is made this <sup>30<sup>th</sup></sup> day of December 2021

BETWEEN

AMANI TRUST of Post Office Box 23337, Dar es Salaam (hereinafter called the "Landlord" which expression shall include and extend to persons deriving title under the Landlord, their successors and assigns) of the one part;

AND

AIFOLA EXPRESS LIMITED of P.O. Box 76362, Dar es Salaam (hereinafter called the "Tenant" which expression shall include and extend to persons deriving title under the Tenant, its successors and assigns) of the other part.

### PREAMBLE

WHEREAS the Landlord is owner of the property situated at Plot No. 8 & 10, Department Seven on the First Floor South, Off Haile Selassie Road, Kinondoni Municipality, Dar es Salaam City (hereinafter called the "Lease Premises"); and

WHEREAS the Landlord is desirous of letting the said premises to the Tenant and the Tenant is desirous of renting the same on the terms and conditions as hereinafter appearing,

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

### ARTICLE 1

#### DEFINITIONS

"Agreement" means this Lease Agreement between the Landlord and the Tenant dated the <sup>30<sup>th</sup></sup> day of December 2021;

"Parties" mean the signatories to this Agreement;

"Lease Period" means the period of the lease which is Five (05) years starting on the 15<sup>th</sup> day of January 2022;

"Rent & Service Charge" means the monthly rent and service charge of United States Dollars One Thousand Eight Hundred (1,800) Dollars per month Excl. VAT in the first year and monthly rent and service charge of United States Dollars Two Thousand (2,000) Dollars per month Excl. VAT in the second year;

"USD" means United States Dollar or Equivalent in Tanzania Shillings.

- 1.1 References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this Agreement.
- 1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

## **ARTICLE 2**

### **THE LEASE**

- 2.1 The Landlord hereby demises onto the Tenant the said Lease Premises for a period of **FIVE (05) years** (with an option to renew) commencing from **15<sup>th</sup> January 2022** and ending on **14<sup>th</sup> January 2026**.
- 2.2 **IN CONSIDERATION** of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee the area on the Annex Building, First floor (hereinafter referred to as "the demised premises") in the building situated on Plot No. 8 & 10 Oysterbay Shopping Centre, Off Haile Selassie Road, Kinondoni Municipality, Dar es Salaam City, to **HOLD** the demised premises unto the Tenant for a term of **Two years** commencing from **15<sup>th</sup> January 2022** and expiring on **14<sup>th</sup> January 2024** subject nevertheless to the provisions for review, termination and renewal hereinafter contained, yielding and paying therefore during the Term hereby reserved.

- 4.1.3 At all times to keep the interior of the demised premises and the appurtenances thereof including doors, windows and other fixtures and fittings, fastenings electric wires, and the painting and decoration thereof in good and substantial repair;
- 4.1.4 Not to make any alteration or addition or affix or cause to be fixed any sign to the demised premises without first obtaining the written consent of the Landlord Provided that the Landlord shall not unreasonably withhold/ refuse to issue such consent;
- 4.1.5 **Provided Always** that the Tenant shall at his/her own cost and subject to prior consent of the Landlord in writing erect such grills and partitions as required including sectioning off of the tenanted space and the Tenant shall make good to the satisfaction of the Landlord all damages occasioned by installing or removing the same;
- 4.1.6 Not to use the demised premises in any way which would create annoyance or nuisance or any danger or damage to the public or neighbours;
- 4.1.7 To use the demised premises for business purposes only provided always that wherever the Tenant wants to use the demised premises for a purpose other than or in addition to the purpose mentioned herein it should do so after consultation with the Landlord and after obtaining written consent from the Landlord;
- 4.1.8 To permit the **Landlord** and his agents and other persons authorised in writing by the **Landlord** to enter the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained. The Landlord may not, however, gain access to sensitive or secured areas, as determine by the Tenant in its sole discretion;
- 4.1.9 Failure on the part of the Landlord to insist on the terms and condition herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term or condition but the same shall continue in full force and effect;
- 4.1.10 To indemnify the **Landlord** against all damages occasioned to the Lease Premises or any part of the building, or any other part to the adjacent premise or to any person caused by any act, default, negligence of the **Tenant**, his employees/servants, relatives or invitees of the **Tenant**;

## ARTICLE 3

### RENT PAYABLE

- 3.1 In consideration of the Lease stated hereinabove, the Tenant shall pay Rent & Service Charge at United States Dollars 1,800 per month Excl. VAT payable Six (6) Months in advance in the first year and shall pay Rent and Service Charge at United States Dollars 2,000 per month Excl. VAT payable Six (6) Months in advance in the Second year.
- 3.2 There shall be a separate fee payable Quarterly in advance towards generator fuel, using an organised pro-rata system.
- 3.3 The total rent and service charge payable inclusive of VAT will be US Dollars 2,124 per month in the first year and total rent and service charge payable inclusive of VAT in the second year will be US Dollars 2,360 per month
- 3.4 The Tenant shall be responsible for payment of VAT on rent, stamp duty as well as any other taxes as determined by Tanzania Revenue Authority that may come into being.
- 3.5 This Lease Agreement may be renewed under terms and conditions to be agreed by the parties PROVIDED that a written notice is given to the Landlord at three (03) months to the date of this Lease or any extension of this lease would otherwise expire.

## ARTICLE 4

### THE TENANT'S COVENANTS

- 4.1 The Tenant hereby covenants to the Landlord as follows:
  - 4.1.1 To pay rent and service charge six months in advance, during the said term, the reserved rent punctually with a deduction of withholding tax to be paid to the Tanzania Revenue Authority (TRA) by the Tenant on behalf of the Landlord;
  - 4.1.2 To comply with the Municipal by-laws, rules and Health Regulations relating to the Lease Premises and those affecting the business of the Tenant and to obtain or cause to be obtained all authorizations to carry on its business/services at the premises;

- 4.1.11 The Rent and Service Charge payment shall include provision of services therein such as provision of caretakers, electricity in common areas, garbage collection, sewerage, water, minor maintenance, maintenance of the generator, maintenance of air conditioners, general security and other additional services pertaining to common areas.
- 4.1.12 Payment for Generator fuel is paid separately in addition to the Rent and Service Charge.
- 4.1.13 Whenever need arises to paint in a proper and workmanlike manner all the inside walls, wood, iron and other parts with two good coats of paint of suitable quality and colour approved in writing by the Lessor, and also with such painting to wash, cleanse and vanish in a proper and workmanlike manner all internal parts of the demised premises that have been of ought properly be so painted.
- 4.1.14 Not to assign, underlet, sublet or part with the possession of the demised premises or any part thereof without the written consent of the **Landlord**;
- 4.1.15 On the expiration or sooner determined of the lease term to deliver up the demised premises to the **Landlord** with all keys, locks and fasteners in good repair and condition, reasonable wear and tear expected;

## ARTICLE 5

### THE LANDLORD COVENANTS

- 5.1.1 To keep the exterior and main structures of the demised premises in good repair and on receipt of notice from the **Tenant** to remedy any faults needing repairs;
- 5.1.2 Emergency Repairs. The **LANDLORD** agrees to commence, carry out, and complete emergency repairs within forty-eight (48) hours after receiving oral or written notice from the **TENANT**. For repairs that cannot be completed within forty-eight (48) hours, the **LANDLORD** agrees to present a completion schedule for acceptance by the **TENANT**. For any emergency repairs that the **LANDLORD** does not handle in this manner, the **TENANT** may undertake the repair at the **LANDLORD'S** expense. Any funds expended by the **TENANT** in this regard will be deemed prepaid rent and a subsequent rental payment will be reduced by this amount. If all rental payments have been made, the **LANDLORD** will make a direct refund to the **TENANT**.

5.1.3 To ensure sufficient supply of water on the demised premises however additional charges may apply in-case of emergency breakdown or disruption of services from the water authority which is the base source;

5.1.4 While the Lease is in force not to dispose of the Premises without the written consent of the Lessee, such consent shall not be unreasonably withheld. If the LANDLORD sells the premises, or defaults under any mortgage, trust deed or trust indenture related to the premises, or if a purchaser or mortgagee duly enters into possession of the premises, the LANDLORD will give to the TENANT written notice of the identity of such third party prior to the sale, transfer or assignment. The TENANT agrees to become the tenant of the purchaser or mortgagee. If the purchaser or mortgagee is unacceptable to the TENANT for any of the foregoing reasons, the TENANT may, within sixty (60) days of the receipt of the LANDLORD'S notice, terminate this lease by giving at least sixty (60) days' prior written notice of termination.

5.1.5 So far as is practicable and without prejudice to the generality of the foregoing to perform the following services;

- a) To keep clean reasonably well lighted the said common parts.
- b) To tend and keep tidy and to plant with such flora as the Lessor shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- d) To supply maintain repair and renew as need be such fire-fighting equipment in the said common parts as the Lessor may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- e) To clean and keep clean all windows in the said common parts.
- f) To supply provided purchase maintain renew replace repair and keep in good and serviceable order and

condition all appurtenances appointments fixtures and fittings bins receptacles tools appliance materials and other things which the Lessor may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.

- g) To employ such staff as the Lessor may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

- 5.1.6 To pay all site rates, land rent or other statutory impositions during the currency of the said term; levied by Kinondoni Municipal or any other authority or person concerned;
- 5.1.7 That the Tenant paying the Rent, observing and performing the several covenants and conditions as hereinabove on his part, shall peacefully hold unto and enjoy the tenancy of the Lease Premises throughout the term herein created **WITHOUT** interruption by the **Landlord** or any person rightfully claiming under or in trust for the **Landlord**;
- 5.1.8 That during the continuance of the Lease to remedy any major or structural faults affecting the convenience and proper use or occupation of the Lease Premises within reasonable time after their occurrence provided that such faults are not attributable to the neglect on part of the **Tenant**, his agents and/or employees or servants;

## ARTICLE 6

### THE LANDLORD AND TENANT'S DECLARATION

- 6.1 The **Landlord** and the **Tenant** hereby expressly agree and declare that:
- 6.1.1 If at any time during the term herein granted the Lease Premises or any part thereof are damaged or destroyed making the same unsuitable for the business purpose or by any cause whatsoever other than by the acts or negligence of the **Tenant** or their servants and or licensees and the Lease Premises are not restored within sixty (60) days after such damage or destruction, then and so often as it happens the Rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said

period of sixty (60) days be suspended for as long as the Lease Premises or the damaged or destroyed part thereof remains unfit for use by reason of such damage or destruction.

- 6.1.2 If and whenever, during the said term any instalment of the said rent hereby reserved or made payable remain unpaid Thirty (30) days after becoming payable, whether formerly demanded or not; or if and whenever there shall be covenants and conditions conferred or implied in this lease and on the part of the **Tenant** to be observed and performed; or if the **Tenant** becomes bankrupt for any reason whatsoever, it shall be lawful for the **Landlord** at any time thereafter notwithstanding any previous waiver of re-entry, to enter into upon the Lease Premises or any part thereof and repossess the Lease Premises. Upon such entry unto the Lease Premises the said term shall absolutely cease and determined but without prejudice to any rights or remedies which shall have accrued to the **Landlord** against the **Tenant** in respect of antecedent breach of any of the covenants herein contained or any breach or non-observance thereof.

## ARTICLE 7

### NOTICE AND RENEWAL OF THE AGREEMENT

- 7.1 The Parties may renew this Agreement by giving each other a notice in writing three (3) calendar months prior to the expiry of this Agreement. Such notice and any other communication or notice by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand to the party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or/and at such other address as such party shall have designated by notice to the other party giving such notice.

## ARTICLE 8

### TERMINATION OF THE LEASE

- 8.1 The Tenant shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give three months *Notice of Termination of the Lease* in writing to the Landlord or in lieu of the Notice the Tenant shall pay Three (3) month's rent to the Landlord PROVIDED ALWAYS that the notice shall never operate as a waiver to the requirement of Six (6) months advance rent payment. Upon expiry of the Tenant's notice and upon surrender of the vacant possession of the lease premises the Landlord shall refund to the Tenant the balance of any prepaid rent for the unexpired term.
- 8.2 The Landlord shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a

three months *Notice of Termination of the Lease* in writing to the Tenant and refund to the Tenant the balance of any prepaid rent for the unexpired term upon surrender of the vacant possession of the lease premises.

## **ARTICLE 9 DISPUTES**

In any dispute arising over the interpretation of this lease and notwithstanding the existence of any translated versions whether signed or unsigned, the signed English language version of the lease will exclusively and conclusively control. Any disputes arising between the parties concerning this lease that cannot be resolved in negotiations between the LANDLORD and TENANT will be settled by arbitration. One arbitrator will be appointed by each of the Parties within ten (10) working days after the complaining party delivers to the other party a formal, written charge specifying the nature of the complaint and requesting arbitration. The two named arbitrators will appoint the third arbitrator no later than one month after their appointment, and will reach agreement on the dispute no later than three months after they have been convened. The decision of the arbitration committee will be final and binding once it has been issued in writing. There will be no appeal of the decision of the arbitration committee.

## **ARTICLE 10**

### **INSURANCE**

Each party will be liable for damages to the leased premises caused by its own fault or negligence, or that of its agents and/or employees.

The LANDLORD will bear responsibility for all risk of loss or damage to the premises, for the entire term of this lease, arising from any causes whatsoever with or without fault of the LANDLORD, excluding lightning, storm, tempest, explosion, riot, civil commotion, flood, labor disturbance, earthquake, malicious damage, or any other casualty or Act of God. The LANDLORD will adequately insure the property against fire and all other risks enumerated above and normally insured under standard coverage. The LANDLORD will also carry adequate personal injury and liability insurance on all areas of the property to cover all risks for which he/she/it is responsible.

The TENANT will bear responsibility for all risk of loss or damage to TENANT'S personal property, furnishings or equipment. TENANT

assumes no liability for damages to the premises which are not directly attributable to TENANT.

## **ARTICLE 11 NOTICES**

11.1 All notices, requests, consents, demands, waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or prepaid cable, telex, or telefax to the addresses set forth below:

11.1.1 In the case of the Landlord to:

Amani Trust  
P.O. Box 23337  
Dar es Salaam  
Tanzania

11.1.2 In the case of the Tenant to:

Aifola Express Limited  
P. O. Box 76362  
Dar es Salaam  
Tanzania

11.2 The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

12.1 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzania laws.

**IN WITNESS WHEREOF** the parties herein have hereto signed this deed on the day, month, year and the manner as hereinafter appearing.

**LANDLORD**

**SIGNED AND DELIVERED** for and on behalf of the said  
**AMANI TRUST**

This 30<sup>th</sup> day of December..... 2021

NAME: Issa Batungar.....

SIGNATURE: [Signature].....

POSTAL ADDRESS: Box 23337 D.S.M

QUALIFICATION: Trustee.....

THE AMANI TRUST  
P. O. Box 23337  
DAR-ES-SALAAM

In the Presence of

NAME: Agnes Batungar.....

SIGNATURE: [Signature].....

POSTAL ADDRESS: Box 23337 D.S.M

QUALIFICATION: Secretary.....

**TENANT**

**SIGNED AND DELIVERED** for and on behalf of the said  
**AIFOLA EXPRESS LIMITED**

This 30 day of December..... 2021

NAME: HIMID IDDY MUGUYI.....

SIGNATURE: [Signature].....

POSTAL ADDRESS: 76362 DAR ES SALAAM

QUALIFICATION: DIRECTOR.....

In the Presence of

NAME: ARNOLD J. MONGO.....

SIGNATURE: [Signature].....

POSTAL ADDRESS: 76362.....

QUALIFICATION: BOD......



MKATABA WA ENEO LA YARD

mimi ndugu YAHYA ABDURHMANI ALLY wa kisota Dar es salaam nimempangisha ndugu AIFOLA EXPRESS eneo la yard lililopo eneo la Kisota Wilaya ya Kigamboni Block no. 4 Plot no. 6 kwa kodi ya laki tano (5) 5,60,000 kwa miezi 38 kwa thamani ya shilingi 18,000,000 ambao nikuanzia leo tarehe 03 mwezi 11 2023 kwa

MASHARTI YA MKATABA

- I. Mpangaji hataruhusiwa kupangisha mtu mwingine
- II. Ukivunja mkataba wewe mwenyewe fedha hairudishwi
- III. Ukiharibu chochote ndani ya eneo hii garama ya matengenezo ni juu yako .
- IV. Matengenezo yoyote yatakayofanywa lazima mwenyee eneo apatiwe taarifa na mkubaliane
- V. Ikiwa shughuli zenu zitaleta kelele ambazo zitaleta malalamiko kwa majirani basi mkataba wenu utasitishwa .
- VI. Mwenyenyumba akitaka kuvunja mkataba na mpangaji yampasa mpangaji arudishiwe pesa yake

MAKUBALANO YA MKATABA .

maafikiano ya mkataba huu yameafikiana leo tarehe 03 mwezi 11 2023 baina ya mpangaji na mpangishaji mbele ya mashahidi wapande zote mbili wa upande wa mpangaji na mpangishaji baada yakusoma na kuridhika na masharti yakimkataba yaliowekwa.

1. JINA LA MPANGISHAJI YAHYA ABDURHMANI ALLY TEREHE 03/11/2023  
SIMU 0624696524 SAHIHI [Signature]
2. JINA LA MPANGAJI AIFOLA EXPRESS TEREHE 03/11/2023  
SIMU 0716248597 SAHIHI [Signature]

MASHAHIDI

SHAHIDI WA MPANGAJI

MIMI NDUGU YASSIN BAKARI KALIFA NIMETHIBITISHA MAKUBALIANO YAO MBELE YANGU TAREHE 03/11/2023 SAHIHI [Signature] SIMU 0725255073

SHAHIDI WA MPANGISHAJI

MIMI NDUGU Ruwahani Sekule NIMETHIBITISHA MAKUBALIANO YAO MBELE YANGU TAREHE 3/11/2023 SAHIHI [Signature] SIMU 0718:424645

USHAHIDI WA KISHERIA

JINA: Saada Nasoro  
CHEO: Wakil  
TAREHE: 03/11/2023  
SAHIHI: [Signature] MUHURI

