

**IN THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT AND LAND REGISTRATION ACT
(CHAPTER 113 R.E 2019 AND CHAPTER 334 R.E 2019)**

Dated this 27th day of June, 2023.

TENANCY AGREEMENT

BETWEEN

**JITEGEMEE TRADING COMPANY LIMITED
(LESSOR)**

AND

**JITEGEMEE TRANSPORT & LOGISTICS CO. LTD
(LESSEE)**

**AN AREA COVERING 14 SQUARE METRES AT 3RD FLOOR OF JITEGEMEE
BUILDING ON PLOT NO.39 BLOCK 77, LUMUMBA /KIUNGANI/SOMALI
STREET STREET, ILALA MUNICIPALITY, DAR ES SALAAM.**

JOINT DRAWN BY:

**Pancrasia Profas (Advocate)
Jitegemee Trading Company Limited
P.o.Box 76054
Dar Es Salaam**

This LEASE is made this 27th day of June, 2023.

BETWEEN

JITEGEMEE TRADING COMPANY LIMITED, a limited liability company incorporated in the United Republic of Tanzania having its registered office in Dar es Salaam and of **Post Office Box 76054, Dar es Salaam** (Hereinafter referred to as "**the Lessor**", which expression shall include, when the context so admits, its successors, transferees and assigns) of the one part;

AND

JITEGEMEE TRANSPORT & LOGISTICS CO LTD, a limited liability company incorporated in the United Republic of Tanzania, of **Post Office Box Number _____ Dar es Salaam** (hereinafter referred to as "**the Lessee**" which expression shall include, where the context so admits, its successors, transferees and assigns) of the other part.

WHEREAS:

- A. The lessor is the registered owner of building situated on Plot No.39 block 77, Lumumba/Kiungani/Somali Street, Ilala Municipality in Dar es Salaam.
(hereinafter '**the Premises**').
- B. The lessor is desirous of leasing **one office space measuring 14 SQM each**, on **3ND Floor** of the premises for a total of 14 Square Meters to the Lessee for a term herein below stated and the lessee is desirous of renting the said premises on the terms of this agreement.

NOW, THEREFORE, the parties hereto hereby agree to be bound by this Agreement on the terms and conditions more specifically set out hereunder:

1.0. DEFINITIONS AND INTERPRETATIONS: -

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the meanings ascribed below: -

- (a) "the Lessor" means **JITEGEMEE TRADING COMPANY LIMITED.**

- (b) "the Lessee" means **JITEGEMEE TRANSPORT & LOGISTICS CO LTD.**
 - (c) "rental years" means the period commencing **1st July, 2023** and ends on **30th June 2026**
 - (d) "The Parties" means (a) and (b) hereinabove.
- 1.2 Headings are included in this Agreement for convenience only and shall not be deemed to affect the interpretation of this Agreement.
- 2.0. Now this deed witnessed as follows:**
- 2.1. The lessor herein lets the property described in recital 'A' above unto the lessee, which is **14 Square Meters** (hereinafter collectively referred to as '**the premises**').
 - 2.2. The lease shall be for a term of **Three (3) year effective from the 1st July 2023 and ends on 30th June 2026** subject to the terms of this agreement as to review, renewal, and termination.
 - 2.3. This agreement may be renewed, in writing, subject to negotiations and agreement on new terms and conditions between the parties. The negotiations as to the said renewal shall commence three (3) months before expiry of this agreement by the Lessee's issuing a notice of intention to renew to the Lessor. Otherwise, renewal of the agreement shall be at the discretion of both parties.
 - 2.4. The LESSOR and the LESSEE have agreed as herein below:-
 - 2.4.1). The Lessee to submit to the Lessor the Concept Design of the leased premises before commencement of the lease.
 - 2.4.2). The Lessee to submit to the Lessor the Detail Design of the Leased premises latest by 31st September 2023.

2.4.3). the Lessee to use the available fixtures within the demised premises without affecting other tenants rights.

2.4.5). Subject to prior notice, the Lessee shall have no objection for Lessor or its representatives carrying out survey and any building alterations during the duration of the Lease Agreement. However Lessor will take due care not to cause any damage to products and interior fit out works carried out by the Lessee.

2.5. The monthly rent for the premises shall be as follows:

2.5.1. Tshs **570,000/= only** for the above mentioned rentable area.

2.5.2. The rent is inclusive of VAT

2.6. The said rent shall be paid on monthly basis or any modality which does not deviate substantively from **monthly basis**

2.7. The parties hereby confirm to have carried out a prior inspection of the premises and are satisfied that it is in good condition, but the lessee undertakes to renovate the same to meet its needs/requirement without changing the structure of the premises subject to clause 3.8 of this agreement. The scope and extent of renovation is based on the design approvals provided by the Lessor.

2.8. Precaution deposit:

2.8.1. That the lessee shall provide to the lessor an amount equivalent to one (1) month rent, which shall be deposited in a non-interest bearing account, as a deposit at the commencement of the lease and the same shall be refunded to the lessee at the expiration or termination of the lease; provided that every defect and/or liability in or associated with the premises, if any, caused by the lessee has been made good, otherwise the costs for repairing any such defect and/or satisfying the liability shall be deducted from the said deposit by



the lessor and the remainder thereof shall be paid to the lessee as per the terms of this clause;

2.8.2. In the event any part or the whole of the precaution deposit is used to make good the defect or liability before termination or expiry of the lease, the lessee shall be obliged to credit the precaution deposit account.

2.8.3. The abovementioned security deposit on clause 2.7.1 shall be deposited by the Lessee to the Lessor's Bank account during the signing of this lease Agreement.

3.0. The Lessee hereby covenants with the Lessor as follows:

- 3.1. To observe all the terms and conditions of the certificate of occupancy as if the said terms and conditions were set out in this lease.
- 3.2. To use the premises for office purposes. Any other use planned by the Lessee other than those stated planned needs to be approved by the Lessor, failing which the Lessor has the right to ask the Lessee to suspend operating the business till the obligation is fulfilled.
- 3.3. To pay all utility bills, including but not limited to, electricity, gas, telephone and water bills consumed on the premises.
- 3.4. The lessee shall be responsible for the security of the Leased premises during the lease period.
- 3.5. Not to assign, sublet or part with possession of the premises or any part thereof without a written consent of the lessor duly signed by lessor's directors or any other person sanctioned to sign.
- 3.6. Notwithstanding Clause 3.5 herein above, the Lessee shall ensure all contractual copies relating to the sublease are soonest supplied to the Lessor prior the signing of the sublease agreement for scrutiny and blessings.



- 3.7.** To permit the lessor or its agents or servants at all reasonable times of the day without affecting banking privacy structures and after reasonable notice to enter upon and view the condition of the premises and the lessor shall be entitled to give or leave on the premises a notice in writing to the lessee of any defects and want of reparation which the lessee shall be liable to make good under the covenant herein contained.
- 3.8.** Not, without the prior consent in writing of the lessor, to erect or cause to be erected on the premises any addition thereto, nor demolish, modify, cut, maim or injure any part thereof.
- 3.8.1. The lessee shall seek approval of the lessor for all drawings, plans and material to be used for any proposed renovation, addition, or improvement of the premises as per timelines stated in clause 2.4.2 and 2.4.3.
- 3.8.2. Costs for any of lessee's proposed alteration, additions or improvements to the premises and approved by the lessor's shall be borne by the lessee without refund.
- 3.8.3. Parties shall agree on all additions or structures of any material so placed upon, in or attached to the premises by the Lessee at the expiry of the term hereby granted or during the subsistence of this agreement. Any damages caused to the premises during such removal has to be made good by the Lessee at its own cost.
- 3.8.4. Subject to the requirements of this, the Lessee shall effect necessary interior refurbishment in the premises in order to suit its business needs but subject to the prior written consent of the Lessor that shall not be unreasonably delayed.
- 3.8.5. The lessee shall submit to the Lessor all the documents relating to the changes if any or made on the Leased premises and such documents are, new wiring system, new plumbing system, Floor plan, internal partitioning or any other changes made within. Such documents shall be submitted to the Lessor within One month from the date of

the commencement. As per format prescribed in Annexure C.

- 3.8.6. The Lessee agrees to obtain all requisites approvals for carrying out the interior fitouts works and ensure that health and safety measures are taken at all times.
- 3.9. Not to do or permit or cause to be done upon the premises anything which may be a nuisance or annoyance to or in any way interfere with quiet enjoyment and comfort of the neighbors or which may have a tendency to offend the rules and regulations of the City Council and other relevant laws.
- 3.10. Not to keep or permit to be kept on the premises any materials of dangerous or explosive nature or the keeping of which may contravene any law or local regulations or by laws.
- 3.11. In the event of default or breach of the terms herein, the lessor shall be entitled to terminate the lease agreement, demand repossession of and re-enter the premises upon giving the lessee a Ninety (90) days' notice to remedy the default and if the lessee fails to remedy the default within the given period the lessor shall exercise right of termination, demanding repossession and re-enter the premises.

Provided that the ninety (90) days' notice requirement shall not apply if the default by the lessee non-payment of rent contrary to clauses 2.4 and 2.5 herein above, instead, thirty (30) days' notice shall suffice.

- 3.12. To give the lessor Three (3) months' notice in the event the lessee wants to terminate the lease agreement before expiry of the duration herein granted and the rental shall be due payable till the end of the notice period.
- 3.13. To peacefully yield the premises at the expiration of the term hereby created or its sooner determination in good and tenable repair and condition in accordance with the covenants herein contained.



- 3.14. At all times to keep the premises and the appurtenances thereof including doors, windows and other fixtures, fittings, fastenings, electrical wires, all items and appliances left in the premises, water drains and other pipes, sanitary and water apparatus therein and the paintings thereof in good condition and the mentioned items shall not be changed without prior written consent of the Lessor.
- 3.15. To properly and safely dispose of the garbage outside the premises in order to be collected by the garbage facilities of the city or municipal council, if service is available, or dispose the same as required by law.
- 3.16. Not to leave the premises unoccupied for the purposes stated herein for a period exceeding two months whilst ensuring security and safety of the same. In the event the lessee intends to leave the premises unoccupied for a period which exceeds two weeks and does not exceed two months, the lessee shall notify the lessor in advance, but all issues of security shall remain under care of the lessee.
- 3.17. The lessee shall pay stamp duty of this lease. Further, withholding tax shall be deducted and paid from the rent and the lessee shall submit to the lessor original documents evidencing payment thereof to the lessor within Ten days of effecting such payment to Tanzania Revenue Authority.
- 3.18. To notify the lessor and give particulars of:
 - 3.20.1. any defect in the premises which might give rise to an obligation to either the lessor or the lessee;
 - 3.20.2. any demand, directive or order given by any authority in respect of the premises within a maximum of seven days or a reasonable shorter period thereof depending on the nature of the matter in question.
- 3.21. The Lessee shall at its own cost install the generator and all such equipment which are required for the operation of the business. Lessee shall be responsible to manage and service the same in a

manner that will not be nuisance to the neighbours and/ or harm the premises.

3.22. The Lessee shall be criminally liable in the event of any criminal charges, investigations or arrest connected in his business pursuit during the subsistence of this lease.

3.23. The Lessee shall do all the fitout works/renovation of the Leased area under his own costs and all the costs shall be borne by the Lessee without any refund from the Lessor.

4.0. The Lessor hereby covenants with the Lessee as follows:

4.1 To pay and discharge land rent and property taxes in respect of the premises.

4.2. To ensure that the lessee, performing the obligations on its part herein contained, shall peacefully enjoy the premises during the said term without any interruption, let or hindrance.

4.3. The lessee shall be at liberty to install fittings and appliances as the Lessee shall deem appropriate for the activities envisaged herein.

4.4. The lessor shall hold free the lessee of all encumbrances and claims, if any, brought against the lessor and in favour of third parties.

4.5. To notify the lessee of any intended major change in the ownership of the premises provided that the same shall not lead to termination of the lease agreement before expiry of the lease period herein created, subject to clause 3.14.

4.6. The Lessor shall permit the Lessee to commence business from 1st July, 2023 provided all designs are approved and authority approvals are obtained for carrying out the works at the premises.

5.0. Further, the parties hereby agree as follows:

5.1. This lease shall absolutely determine upon expiration of the period hereby created, whereupon the Lessee shall hand over the premises in a good tenable condition to the Lessor.



- 5.2. Subject to clause 3.14 herein above, should the lessee wish to terminate the lease for any lawful cause before the expiry of the term hereby granted, the lessee shall give a ninety (90) days' notice to the lessor, stating the reasons for the intended termination.

Provided that there shall be no compensation for any renovation costs incurred. Otherwise, the contract shall automatically terminate at the expiry of the lease period and in the event no renewal is made.

- 5.3. The lessee covenants with the lessor to permit the said lessor during the last three months of the tenancy of this lease, to put up upon the premises, notices of the lessor's intention to lease the same; and also to permit during the same time such persons as may be desirous of leasing the premises at the expiration of this lease to visit and inspect the same, on written or verbal notice to the lessee, given at least 24 hours before the time of such visit.
- 5.4. Every notice to be given under this Lease Agreement shall be delivered by hand, registered postal mail, email or other equivalent recognized courier delivery at the following addresses:

- 5.4.1. The lessor's address:

**GENERAL MANAGER,
JITEGEMEE TRADING COMPANY LIMITED
P.O.Box 76054,
Plot No.39, Block 77
Lumumba /Kiungani/Somali Street,
Dar es Salaam,Tanzania.**

- 5.4.2. The Lessee's address:

**THE MANAGING DIRECTOR
JITEGEMEE TRANSPORT & LOGISTICS CO LTD
P.O. Box,
Dar es Salaam, Tanzania.**

- 5.5. This agreement shall be governed by the laws of Tanzania Mainland and the Parties expressly agree that all disputes and claims, arising out of or relating to this Agreement or the alleged breach thereof, shall be resolved amicably by exhaustion of the remedies expressly provided herein, and thereafter the same may be submitted to the Courts in Tanzania vested with competent jurisdiction.
- 5.6. This agreement is subjected to renewal for another leased term (s) in new conditions mutually conceded by the parties herein. Notwithstanding the foregoing, parties hereto shall issue (3) Three Months' notice before the lapse of the agreement in perpetuity in writing of an intention to continue with the lease agreement.

IN WITNESS WHEREOF the parties hereunto have set their respective hands and seals to this Agreement on the day and year and the manner appearing hereunder:

SEALED at Dar es Salaam with the **COMMON SEAL** of the said, **JITEGEMEE TRADING COMPANY LIMITED**, and **DELIVERED** in our presence,

This 27th day of June 2023.

Name: William Saspeter Obambo

Signature: [Signature]

Postal Address: P.O. BOX 76054, DAR ES SALAAM, TANZANIA.

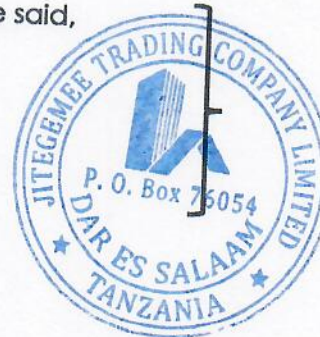
Qualification/Designation: GENERAL MANAGER

Name: PAUL JOSEPH MKENDA

Signature: [Signature]

Postal Address: P.O. Box 90585 Dar es Salaam

Qualification/Designation: COMMISSIONER FOR OATHS





JITEGEMEE TRADING CO. LTD

GENERAL TRADING | INSURANCE | PROPERTY MANAGEMENT | CIVIL & BUILDING CONTRACTORS | MANUFACTURING | PHARMACEUTICAL | MINING

Jitegemee Building, Plot No. 39, Block 77
Lumumba/Kiungani/Omary Londo street
P. O. Box 76054 Dar es Salaam
Telephone: (0) 22 2182087
E-mail: info@jtcl.co.tz

SEALED at Dar es Salaam with the COMMON SEAL of the said,
JITEGEMEE TRANSPORT & LOGISTICS CO LTD,

**JITEGEMEE TRANSPORT &
LOGISTICS COMPANY LIMITED**
P. O. Box 4047
DAR-ES-SALAAM

DELIVERED in our presence,

This 27th day of June 2023.

Name: Pendo Mweli

Signature: [Signature]

Postal Address: P.O. Box 4047

Qualification/Designation: Ag. Managing Director

Name: Mufamuzi Patrick Byabusha

Signature: [Signature]

Postal Address: P.O. Box 10913, Dar es Salaam

Qualification/Designation: Legal Counsel

