

Dated this 22nd day of FEBRUARY 2022

LEASE AGREEMENT

BETWEEN

HUSSEIN BAHATI OLLOMY

AND

KINGLION INVESTMENT COMPANY LIMITED

Drawn by:

Goldmark Attorneys,
Advocates,
Plot No. 13 Block "L",
Mbeya Avenue, Uhindini,
P.O.Box 1605,
DODOMA.

LEASE AGREEMENT

This Lease Agreement is made this^{22nd}..... day of ^{February}.....2022

Between

HUSSEIN BAHATI OLLOMY of P.O. Box 1631, Dodoma, Tanzania (Hereinafter called the Land lord (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) **of the ONE PART.**

And

KINGLION INVESTMENT COMPANY LIMITED of P.O. Box 15245, Dar Es Salaam, Tanzania (Hereinafter called the Tenant, (which expression shall include wherever applicable, his legal representatives, agents, heirs and assigns) **of the OTHER PART.**

WHEREAS

- (a) The Land lord is the legal owner of godown number one (1) situated in plot No. 7, Block "57", Area A, Kizota Industrial Area within Dodoma City "the demised premises",
- (b) The landlord has agreed to grant the tenant a lease in respect of the demised premises for a period of one (1) year renewable contract commencing on the 1st day of April 2022 to 31st day of March 2024 without any interference, subject to terms and conditions laid down in this agreement.
- (c) The Tenant has agreed and hereby undertakes to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Lease

In pursuance of the said agreement, the Landlord shall lease to the Tenant and the Tenant shall take on lease of the demised premises situated in plot No. 7, Block "57", in Area A, Kizota Industrial Area within Dodoma Municipality at the monthly rent of Tanzania Shillings Three Million and Eight Hundred Thousand Only, (TZS. 3,800,000.00).

2. Payment

The annual rent herein totals the sum of Tanzania Shillings Forty Five Million and Six Hundred Thousand Only, (TZS. 45,600,000/=), an amount which shall be paid in full upon the execution of this agreement through the following Bank Account.

Bank : CRDB
Branch: DODOMA
Account Name: GOLDEN COINS HOTEL
Account Number: 01J1082298600

3. Utilities

In addition to the rent herein above stipulated, the tenant user undertakes to further contribute and pay a monthly services charge for electricity, water, security.

4. Renewal of the Term

The lease agreement hereby entered shall be for a period of one (1) year renewable at the option of the parties and upon such terms as shall mutually be determined by both parties. The Landlord shall be at liberty to increase rent after expiry of this contract and upon communicating his intention to the tenant and upon negotiation with the same.

5. Landlord's Warranties and Representations

The Landlord warrants and represent to the Tenant that he is the legal owner of the godown number 1 herein the demised premise and that he is legally capable and duly authorised to possess the premises and hence enter into this Lease and perform all the obligations set out herein. The Landlord further warrants and assures the Tenant that the Tenant shall enjoy peaceful possession of the premise without any interference from the owner or any person claiming for, under, or, in trust for him and that he shall keep the Tenant free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease however the tenant shall be liable for all claims, demands, actions or proceedings arising from the conducts of her personnel who will be residing and working within the demised premises.

6. Tenant's Right an Obligations

The Tenant **HEREBY COVENANTS** with the landlord as follows:

- 6.1 To pay the reserved rent at the time and in the manner herein provided;
- 6.2 To pay for all charges in respect of utility bills consumed, if any, in connection with the demised premises during the said term;
- 6.3 To allow the Landlord and/or his agents at all reasonable times to enter upon the property to inspect or carry out repairs when necessary;
- 6.4 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance,

annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood;

- 6.5 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 6.6 To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted;

7. Landlord's Rights and Obligations

The Landlord HEREBY COVENANTS with the Tenant as follows:

- 7.1 Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- 7.2 For the purpose of maintaining the premises, the Landlord reserves the right to enter the demised premises let to the tenant and inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and at Tenant's discretion.

8. General Terms and Conditions

It is hereby provided always and it is hereby expressly agreed and declared as follows:

- 8.1 Should the Tenant desire to vacate the demises at any time during subsistence of this agreement, the Tenant shall give a one (1) month notice signifying such intention;
- 8.2 If the Landlord wants to terminate the lease he shall be entitled to terminate this lease agreement provided that a one (1) month notice in writing has been already issued to the Tenant by the Landlord;
- 8.3 If the tenant shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby granted, she shall be obliged to give the landlord a one (1) month notice of such desire prior to the expiration of term hereby granted.

8.4 In case the agreement is renewable after the expiry date, the Tenant and the Landlord will negotiate again the rent amount and other terms of contract.

9. Dispute Resolution

Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the right, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be resolved amicably by way of mediation as a first alternative failure of which either party will be at liberty to refer the dispute before a competent court of law.

10. Interpretation of the contract

This contract shall be interpreted and determined under the laws of the United Republic of Tanzania.

11. Execution Copies

This Lease shall be executed in duplicate; one shall be retained by the Tenant and the second by the landlord.

12. That by signing this lease agreement, the landlord acknowledge receipt of the annual rent amounting to Tanzania Shillings Forty Five Million and Six Hundred Thousand Only, (say TZS. 45,600,000.00) withholding tax inclusive.

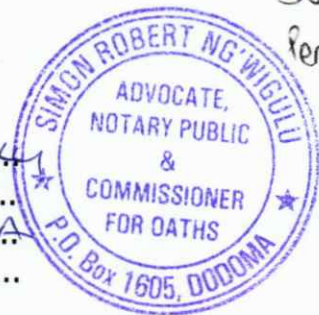
IN WITNESS WHEREOF the parties have hereunto executed these present on the manner and on the days and year hereinafter appearing.

SIGNED and DELIVERED at DODOMA by the said)
HUSSEIN BAHATI OLLOMY who is known to me)
personally/identified to me by.....)
the latter being known to me this day of 2022)

[Signature]
.....
LESSOR

BEFORE ME:


FULL NAME: *Simon Robert Ngwigulu*
SIGNATURE: *[Signature]*
POSTAL ADDRESS: *P.O. Box 1605, Dodoma*
QUALIFICATION: *Advocate*




130-201-121
WHT 4,560,000
SD 456,000
Penalty 226,000
Stamp Duty 956,000
Shs: 456,000
9989180158
Collected
Date: 20/02/2022
857108010661
Regional Manager - Kariakoo

SEALED and DELIVERED at **DODOMA** with the common)
seal of the said **KINGLION INVESTMENT COMPANY** ^{21st})
LIMITED and **DELIVERED** to us in our presence this)
day of FEBRUARY 2022)

COMMON SEAL

FULL NAME: RATNAKAR WAGH.....
SIGNATURE: 
POSTAL ADDRESS: KIJITONYAMA.....
QUALIFICATION: CHIEF EXECUTIVE DIRECTOR.....

FULL NAME: ROBERT RENATUS RWEYEMAMU.....
SIGNATURE: 
POSTAL ADDRESS: P. O. Box 22196 DDM.....
QUALIFICATION: ADVOCATE.....

