

LEASE AGREEMENT

BETWEEN

**CYPRIAN MMASI
("The Landlord")**

AND

**BORDERLESS TANZANIA LIMITED
("The Tenant")**

**FOR THE LEASING OF OFFICE
LOCATED AT KIBAHA KWAMFIPA, COASTAL REGION.**

THIS LEASE AGREEMENT is made this 21 day of July 2021

BETWEEN

CYPRIAN MMASI, natural person of P.O.BOX 30245, Kibaha Coastal Region, (hereinafter referred to as the "LANDLORD" which terms shall, where the context so admits, includes their successors and assigns) of one part.

AND

BORDERLESS TANZANIA LIMITED a Limited Liability Company incorporated and operating under the laws of the United Republic of Tanzania of P.O Box 19980, Dar es Salaam, Tanzania, (hereinafter referred to as "the TENANT") which terms shall, where the context so admits, includes their successors and assigns) of the other part.

PREAMBLE:

BY THIS AGREEMENT the Landlord hereby agrees to lease to the Tenant and the tenant on their part hereby agrees to lease from the landlord the house for office purpose located at Kibaha Kwamfipa, Coastal Region.

WHEREAS the Landlord is a lawful registered owner of the House located at Kibaha Kwamfipa which is located at CHANGOMBE, Coastal Region, with an area of, herein after referred as the "property;

AND WHEREAS, the Landlord is aware of the purpose(s) (to be defined herein under) of the Lease by the tenant; and the tenant further warrants that the envisaged purpose(s) are legal and allowed on the Property.

AND WHEREAS the Landlord has lease out the property to the Tenant, for the purposes stated herein under; and that pursuant to the warrants of the landlord herein, the tenant shall lease the Property under the terms and conditions herein provided.

NOW, THEREFORE, the Parties, in consideration of the mutual promises contained in this lease and intending to be legally bound, agree as follows:

1.1. INTERPRETATION:

1.1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.1.2. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.1.3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.1.4. A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.1.5. A reference to writing or written includes e-mail.
- 1.1.6. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.1.7. References to Clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.1.8. Any words following the terms including, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.1.9. Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of this Agreement.
- 1.1.10. Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.
- 1.1.11. Unless the context otherwise requires those provisions contained in this Agreement which relate to any subject matter of which there are more than one shall apply severally to each.

NOW THIS AGREEMENT WITNESETH AS FOLLOWS: -

2. TERM

The lease is for term of Three (3) years with effect from **15/09/2021 to 14/09/2024**, option to renewal for further period is subject to agreement between the parties. Notice of Renewal should be given ONE (1) month before the end of the contract.

3. RENT PAYMENT.

- (i) That the Rent of the demised property will be **Tshs 250,000/=** per month.
- (ii) That rent payment during the three (3) years tenure shall be paid in advance for 12 months, first year of the lease will start to run from 15th September 2021 up to 14th September, 2024.
- (iii) That, it is agreed that the landlord shall be responsible to pay all government taxes such land rent rates, property taxes, withholding tax and any other statutory charges which are attached to the demised premises and which are not within the ambit of the obligations of the Tenant.

4. THAT the **TENANT COVENANTS** with the **LANDLORD** during the term of the lease agreement as follows:

- (i) The tenant shall maintain the property in good maintainable order.
- (ii) The tenant shall pay the rent herein reserved on its due date without any formal demand or deduction including but not limited to, payment of all charges for electricity, and other services supplied to or used at the property during the tenant's occupation of the property and shall compensate the landlord in full on demand for any liability for them.
- (iii) The tenant will ensure and keep insured all its belonging and properties in the premises against loss or damages by fire or such other risks as the tenant deem appropriate.
- (iv) The tenant shall not use the premises for any other purpose other than the authorized purpose.
- (v) The tenant shall not assign this lease agreement or part with possession of the premises or any other part thereof without the landlord's consent.
- (vi) That the tenant shall pay all the government taxes which according to the law as a tenant is required to pay.
- (vii) To keep the interior and exterior of the premises and every part thereof in tenantable repair and in clean condition throughout the term.
- (viii) That while Tenant observing terms of lease by paying due rent the Landlord or his agents shall allow the Tenant to use the leased space free from any disturbances or interference.

- (ix) That on expiration of lease and where renewal is not agreed, the Tenant shall peaceful hand over the space to the Landlord in a good tenatable condition by rendering good alteration to the rooms.
- (x) The tenant will permit the landlord and their agents and workers at all reasonable times after a prior notice, except in case of emergence, to enter upon and inspect the premises and to carry out such repairs that landlord may deem necessary and or leave within the premises a written notice addressed to the landlord of all defects and want of preparation then and there found and the landlord shall and will within no more than a period of thirty days (30) after such notice, repair and make good the same according to such notice provided that the repairs does not involve small matters such as replacing premise lights.
- (xi) The tenant agrees to indemnify and leave The Landlord Harmless from any Liability, Loss or Damage arising from any nuisance made or suffered on the leased premises by the tenant, his family, relatives, invitees, visitors, agents, or servants or from carelessness, neglect or improper conduct of any such persons.

5. THAT, the **LANDLORD'S COVENANTS** with the **TENANT** during the term Of the lease agreement as follows;

- (i) The Landlord shall pay all taxes relating to this lease agreement, including land rent rates, property taxes, withholding taxes, and any other taxes as may be imposed on this lease agreement and the premises.
- (ii) The Landlord allows the tenant to renovate the premises as may be agreed from time to time, but any great modification which may alter the main structure of the building shall not be allowed unless approved by the landlord in advance.
- (iii) The tenant provided pays the rents herein reserved and observes and performs the terms of this agreement, the tenant shall peaceably hold and enjoy the premises without any interruption or interference from the landlord or any persons lawfully claiming under or in trust for the landlord.
- (iv) To permit the tenant paying the rent hereby reserved and observing the covenants and conditions hereby contained or impliedly and its part to be performed and observed peaceably and quietly possess and enjoy the demised

premises during the tenancy hereby created without any interruption from or by the Landlord or any person rightfully claiming from or under him.

- (v) To cooperate with the Tenant upon requirement for satisfaction of any municipal, city, regional and/or national authorities now in force or which may hereafter be in force, pertaining to the Demised property rules, regulations or laws pertaining to the Demised property that do or have the potential of affecting the lease of the tenant both now or in the nearby future.

(vi)

D. Notices

All notices, notification, requests, demands, approvals, agreements or other communication to or by the respective parties shall be in writing and shall be deemed to be duly given or made by hand Delivery.

E. Assignment,

A party shall not assign or purport to assign any of his right, title, interest or obligation under this Agreement during the period of 3 years of tenant possession without prior consent of the other parties.

F. Waiver

- (i) No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default by any other party under this Agreement shall impair any such right or power or remedy nor shall it be construed to be a waiver of any such breach or default thereafter occurring nor shall any waiver of any other breach or default.
- (ii) Any waiver, agreement, consent or approval of any kind or character on the party of any breach or default by any other party or any waiver on any party of provision or condition of this Agreement must be in writing and shall be effective only to the extent it is in writing.

G. Severability of Provisions

Should one or more of the provisions of this Agreement prove to be invalid or/and unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement. In case of such invalidity and/or unenforceability the parties to this lease Agreement shall replace such invalidity and/or unenforceable provisions (s).

H. Amendment of the Agreement

Any of the provisions of this Agreement may be amended, altered, added to or replaced by the parties by mutual agreement and in writing.

J. Force Majeure

1. If the performance of this agreement or any obligations under this agreement is prevented, restricted or interfered with by causes beyond either party's reasonable control ("Force Majeure), and if the party is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations will be relieved if the party invoking this provision proves the same and request be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, storm or other similar occurrence, orders of acts of military or civil authority or by national emergencies, riots or wars.
2. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes removed or ceases. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.
3. Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
4. The Party claiming an Event of Force Majeure shall immediately proceed to perform its obligations under this Agreement as soon as the cause of the Event of Force Majeure has ceased to exist and or conditions permit. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

K. Dispute Resolution:

Any dispute arising out of or in connection with this agreement shall first be resolved through amicable negotiations between the parties. Or the subject thereof which cannot be settled by negotiations shall be referred for determination to Court having competent Jurisdiction.

L. Termination Of Agreement

- (i) That each party hereto is at liberty to terminate the tenancy lease by serving the other party a THREE (3) months written NOTICE of his intention to terminate the lease.
- (ii) That where NOTICE is issued by the Landlord to the Tenant, the Landlord shall refund any amount of rent on which accommodation has not been enjoyed.
- (iii) Either Party can terminate this Agreement Upon mutual agreement between the Tenant and the Landlord save that a person wishing to terminate this lease agreement shall issue 90 days' notice in writing to the other party communicating its intention to terminate and since rental price has been paid in full, refund will be made if any, after the Landlord has secured another tenant in replacing the outgoing Tenant.
- (iv) The Landlord can terminate the lease agreement in the following cases: -
 - a) The tenant fails to pay the rentals as agreed in this agreement;
- (v) The tenant can terminate the lease agreement in the following cases: -
 - a) If the Landlord omits to do or does any act which will interfere with the Tenant's right to live and enjoy the premises peacefully.
- (vi) Any dispute arising from this lease shall first be resolved amicably before resorting to Court process.

M. Governing Law:

This Lease Agreement is governed by the Laws of the United Republic of Tanzania; therefore in case of any dispute relating to this lease Agreement that dispute shall be determined by the Laws of Tanzania.


WHEREFORE, in witness to the above lease covenants, the parties have signified their acceptance by appending their names and signatures as appearing hereunder:


Signed at KIBAHU by the said
Cyprian Mmasi who is known to me personally/
Introduced to me by Edmund... Kipachai letter be
known to me personally this 21 Day of July 2021


Cyprian Mmasi

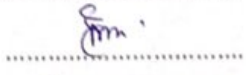
SEALED with the Common Seal of the said
BORDERLESS TANZANIA LIMITED
and **DELIVERED** in the presence of us
this 21 day of July 2021



NAME: WILLIAM GAMA
SIGNATURE: 
POSTAL ADDRESS: 19980 DAR-ES-SALAAM
QUALIFICATION: **DIRECTOR/ AUTHORIZED PERSON**

NAME: MOANA KIKUCHI
SIGNATURE: 
POSTAL ADDRESS: 19980 DARES SALAAM
QUALIFICATION: **DIRECTOR/ AUTHORIZED PERSON**


STAMP DUTY
Tsh. 30,000/-
Receipt No. 99814740972 Dated 09/11/2021
Collector

BEFORE ME:
NAME: CHARLES NGOZINGOZI
SIGNATURE: 
POSTAL ADDRESS: 30110 KIBAHU
ADVOCATE
QUALIFICATION:

