

## LEASE AGREEMENT

This Agreement is made this 1<sup>st</sup> day of January 2021

BETWEEN

**MAHAMOOD MOHAMED DUALE** of P.O. Box 3260 Dar es Salaam  
(hereinafter referred to as the "**LESSOR**") of the one part;

**AND**

**ALISTAIR JAMES COMPANY LIMITED** of P.o. Box 4543 Dar es Salaam  
(hereinafter referred to as the "**LESSEE**") of the second part.

- A. **WHEREAS** the **LESSOR** is the lawful owner of the land property used as Office/ Parking Yard located on Plot No. 27 Block Kurasini Area within Temeke Municipality at Dar es Salaam City.
- B. **WHEREAS** the **LESSEE** is desirous of leasing from the **LESSOR** the said property.
- C. **AND WHEREAS** the **LESSOR** has agreed to lease the said property to the **LESSEE** under the terms and conditions stipulated herein.

### **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS; -**

1. The **LESSOR** hereby demises unto the **LESSEE** the above stated property (hereinafter called the Parking Yard) to hold the same for a of FIVE (5) YEARS at a fixed monthly rent of **United States Dollar 6000 (USD 6000)**.
2. **COMMENCEMENT AND DURATION OF THE LEASE**  
The duration of the Lease shall be FIVE (5) YEARS commencing from 1<sup>st</sup> January, 2021 to 31<sup>st</sup> December, 2025. However, should this Agreement be lawfully terminated before expiry time, then there shall be a claim for refund of the already paid rent.
3. **RENT AND TERMS OF PAYMENT:**
  - a) The rent shall be **United States Dollar 6000** per month payable in semi-annual installments upon execution of this Agreement.
  - b) The VAT (Value Added Tax) for the agreed rent shall be paid by the **LESSEE**.

#### 4. LESSEE'S COVENANTS:

The LESSEE hereby covenants with the LESSOR as follows; -

##### 4.1 Rent and other payment:

- a) To pay rates, taxes, assessments, duties charges, impositions and outgoings which are now or during the term shall be charged, assessed, or imposed upon the premises PROVIDED that these covenants shall not oblige the LESSEE to pay any taxes which are by statute payable by the LESSOR.
- b) The LESSOR shall not be bound by any privileges that may be granted to the LESSEE by any government authorities nor the risks involving the LESSEE'S operations shall entitle the LESSEE to withhold or delay payment of rent.
- c) The LESSOR may increase the rent charged to the LESSEE only by first giving the LESSEE at least 90 days written notice and may only do so at the anniversary of the signing of the agreement. Should the LESSEE not agree with such an increase, then the Rent shall remain fixed for a duration of six (6) months after which this Lease Agreement shall be terminated.

##### 4.2 Intended use of the premises:

- a) To use the demised premises exclusively for offices and parking of motor vehicles only.
- b) Not to interfere with other operations being carried out in the premises adjacent to the demised property.
- c) Not to do permit or suffer on the demised property anything which shall be a nuisance to the persons occupying the adjacent or neighboring property.
- d) Not to use any materials or part thereof which are not within the lease without prior consent of the LESSOR.

##### 4.3 Repair and Cleanliness:

- a) The LESSEE shall, unless hereinafter specified to the contrary, maintain the demised property in good repair and tenantable condition during the continuation of this lease except for reasonable wear and tear or damage by the elements over which the LESSEE had no control which shall be the responsibility of the LESSOR.
- b) To keep the demised property in a clean condition and free from rubbish in accordance with the requirement of respective Municipal or Government Authorities.
- c) To maintain the surrounding and outer space in a clean and tidy condition.
- d) To make good any damage caused to the demised property.
- e) The LESSOR shall be entitled to enter the Leased Premises at all reasonable times, either through its representatives or servants or through contractors, for the purpose of inspecting the Leased Premises or for carrying out any structural alterations and/or repairs or other work if it should desire to do so. The LESSOR shall, in exercising its rights as aforesaid, not unduly or unreasonably interfere with the conduct of any business lawfully carried on in the Leased Premises and shall carry out any structural alterations and/or repairs or other work as expeditiously as possible. The LESSEE shall not have any claim for remission of

rent, compensation, or damages in connection with the exercise by the LESSOR of any of its aforesaid rights.

- f) All improvements expenses shall be borne by the LESSEE and shall not be recoverable from the LESSOR.

#### 4.4 Renovation and improvements:

- a) During the term of this Lease, the LESSEE may carry out at its own expenses and improvements to the property that the LESSEE considers desirable. The LESSEE shall however seek prior written consent of the LESSOR which shall not be unreasonably withheld or delayed.
- b) The LESSEE in carrying out such improvements shall always observe all standards required for safety and security of operators.

#### 4.5 Subletting and borrowing:

- a) During the subsistence of the Lease the LESSEE shall not sublet, assign, or part with possession of the demised premises or any part thereof without the prior consent in writing of the LESSOR and IT IS HEREBY AGREED AND DECLARED that upon any breach by the LESSEE of this clause it shall be lawful for the LESSOR to re-enter upon the demised premises without notice and there upon the term hereby created shall determine absolutely.
- b) The LESSEE shall not use the Lease hereby created as collateral for any loan. Should any loan be executed and secured by the lease herein the bank or any funding organization shall be liable to indemnify the LESSOR in case of default payment by the LESSEE.

#### 4.6 Yielding and Renewal:

- a) Upon expiration of the lease the LESSEE shall yield up the demised property in its original form subject to the terms and conditions of clause 4.3 above.
- b) The LESSOR will at the written request of the LESSEE made three calendar months before the expiration of the Lease hereby created may grant a Lease for a further term requested from the expiration of the Lease hereof and at a rent to be mutually agreed PROVIDED that there is no previous pending breach of covenant by the LESSEE.

#### 4.7 Utilities:

- a) The LESSEE shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by LESSOR.
- b) The LESSEE shall pay such all such utility charges prior to the due date.

## 5. LESSOR'S COVENANTS:

The LESSOR hereby covenants with the LESSEE as follows; -

- a) To pay such present and future rates, taxes and assessments and outgoings payable by the LESSOR under the law in respect of the missed property.
- b) To permit the LESSEE a peaceful and quite enjoyment of the demised property without any interruption or disturbance from or by the LESSOR or any person

claiming under or in trust for the LESSOR. PROVIDED that the LESSEE pays the said rent and observing and performing all his obligations under this Agreement.

## 6. TERMINATION CLAUSE:

- a) Either party may terminate the Agreement by giving THREE MONTHS notice to the other party.
- b) If the LESSEE shall desire to determine the lease before expiration thereof shall give to the LESSOR three months' notice in writing of such desire and shall up to the time of such termination pay the rent and reasonably observe and perform the covenants on its part herein before reserved and them immediately on the expiration of such notice present the premises and everything herein contained shall cease and be void BUT without PREJUDICE to the right and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

## 7. MUTUALLY AGREEMENT BETWEEN THE PARTIES:

It is hereby mutually agreed and declared as follows: -

- a) If any rent is in arrears for fourteen (14) days and fails to remedy the breach upon receiving notice of not less than 5 days or if the LESSEE ceases to occupy the demised premises or attempts to sell or remove any of the LESSOR fixture and fittings therefore except upon a permitted assignment or under letting or with the previous consent in writing of the LESSOR or if he commits any act of bankruptcy or permitting only process of execution to be levied on his good then the LESSOR may re-enter upon the demised premises and immediately terminate the lease as if written notice to quit had been duly given.
- b) Any notice to be served hereunder shall be sufficiently served on the LESSEE if left addressed to him on the premises or forwarded to him by registered post or left at his last known address in Tanzania and shall be sufficiently served on the LESSOR in delivered to him by registered post or left at his last known address in Tanzania.
- c) The construction, validity and performance of this Agreement shall be governed by the Laws of Tanzania.
- d) All disputes, differences, disagreements, and questions which may at any time arise between the parties herein touching or arising out of or in respect of this agreement of the subject matter thereof shall be referred to a single arbitrator appointed in accordance with the provisions of the Arbitration Act or any Statutory modification or re-enactment thereof for the time being in force.

8. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is dully executed by both parties.

IN WITNESS WHEREOF the parties hereto have put their respectable hands this instrument in the manner herein below appearing.

SIGNED and DELIVERED by the said MAHAMOOD MOHAMED DUALE who is identified to me by..... the latter being known to me personally in my presence this ..... day of.....

Name: Jama Duale
Signature: [Handwritten Signature]
Address: P.O. Box 3260, DSM
Qualification: Director



SIGNED and SEALED with the COMMON SEAL of ALISTAIR JAMES COMPANY LIMITED in my presence this...30th...day of...APRIL 2021

Name: Angelo Caruso
Signature: [Handwritten Signature]
Address: P.O. Box 4543, DSM.
Qualification: [Handwritten]



STAMP DUTY
Shs: 1,665,000/= Collected:
Receipt No: T155 Dated: 10.05.2021
Sign: [Handwritten Signature]
LARGE TAXPAYERS DEPARTMENT

BEFORE ME:
NAME: Diana Nasson
SIGNATURE: [Handwritten Signature]
ADDRESS: PO Box 77370, DSM
QUALIFICATION: ADVOCATE

