

LEASE AGREEMENT FOR OFFICE SPACE

LEASE AGREEMENT IS MADE THIS 03RD DAY OF
FEBRUARY 2024

BETWEEN

MG EMPIRE CONSULTANCY LIMITED

of Dar Es Salaam region, Kinondoni District, Msasani Msasani Ward, Postal code 14111, OYSTERBAY Street, ALI HASSAN MWINYI Road Plot number 1904, Block number D, House number, F17 P.O. BOX 2016, (**Hereinafter called "The Lessor"**) which expression shall where the context so admits include the persons entitled to the reversion for the time being immediately expectant on the terms hereby created of one-party.

And

TWASOL HOLDINGS LIMITED

of Dar Es Salaam region, Kinondoni District, Msasani Msasani Ward, Postal code 14111, OYSTERBAY Street, ALI HASSAN MWINYI Road Plot number 1904, Block number D, House number, F17 P.O. BOX 337 (**Hereinafter called "The Lessee"**) which expression shall where the context so admits include the successors in title of the other part.

WITNESS as follow:

1. In **CONSIDERTION** of the rent and the Lessee's covenants hereinafter *reserved* and contained the lessor hereby demises unto the lessee all those premises known as Plot Number 1203, Mwai Kibaki road, Msasani, Kinondoni, Dar es salaam, HOLD the same unto the lessee subject nevertheless to the provisions for review, renewal and termination as provided herein.
2. In **HOLD** the demised premises unto the tenant for a term of **3 (Three) Years** that *is* to say until the **03 Day of February 2027**, the tenancy will be automatically renewable for another 3 years unless the tenant is in default of rent subject nevertheless to the provision for re-entry hereinafter contained. Yielding and paying thereof during the term hereby granted a monthly rent of TZS One Million only (**1,000,000**), which makes the total of **12,000,000** per annum.

3. **PROVIDED** the said rent shall be subject to assessment and review upon expiry of the term hereby created.
4. The Lessee hereby covenants with the lessor to the intent that the obligations may continue throughout the said terms as follows: -
1. To pay the said rent on the days and in the manner aforesaid clear of all deductions whatsoever.
 - II. To pay water and electricity bills for the demised premises only.
 - III. To pay to the suppliers all charges consumed in the demised premises only.
 - IV. To keep the interior of the demised premises including the decorations thereof and all the fixtures.
 - V. To be responsible for all damage which is incurred as the result of **negligence** or willful act on the part of the Tenant and/or occupant to walls, ceilings, floors, windows and doors and will repair the same at his own expenses if required to do so by the Landlord or his authorized agents;
 - VI. To be responsible for all normal running repairs and maintenance in connection with internal plumbing, fixtures, fittings, heaters, windows, locks, handles and fasteners and should ensure that they are in working order before taking occupation of the Premises;
 - VII. Not to do or permit or acquiesce to be done anything whereby any insurance of the Premises against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased and to pay to the Landlord all sums paid by way of increased premium, and all expenses incurred by him in or about the renewal of any such policy rendered necessary by a breach of this covenant and all such payments shall be added to the rent herein before reserved and be recoverable as rent;

VIII. In the event of the Premises or any part thereof being damaged or destroyed by fire at any time during the Term and the insurance money under any insurance policy against fire affected thereon by the Landlord being wholly or partly irrevocable by reason solely or in part of any act or default of the Tenant, then in every such case the Tenant will forthwith (in addition to the said rent) pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provision to be referred to arbitration in accordance with the Arbitration Act or any statutory modifications or reenactment thereof for the time being in force;

IX. Not to do or permit or acquiesce to be done anything in or upon the Premises or any part thereof which may at any time be or become a nuisance or annoyance to the neighbors or injuries or detrimental to the reputation of the Premises;

X. To remove at his own expenses any nest of bees or wasps, insects or other pests that may infest the property during the Term;

XI. To take over reasonable precaution to ensure that the presence of any dry or wet rot or white ants or other destructive insects or pests do not gain access to the Premises and to notify the landlord forthwith in the event of any infestations appearing;

XII. The cost of preparing this Agreement and the Stamp Duty on this form of Agreement and one counterpart thereof shall be for the account of the Tenant;

5. The Landlord hereby agrees with the Lessee as follows:-

- (i) To keep the structure of the Premises only adequately insured against fire or other calamities;
- (ii) To pay ground rent (if any) and the unimproved site value Tax together with all increases in site Value Tax and Land rent. rates,

taxes, charges, outgoings, impositions and assessments which now or may hereafter imposed or assessed by the respective authorities in respect of the Premises after the Commencement Date:

- (iii) To keep the structure roof, the outside of the buildings of the Premises in good state of repair and painted where necessary:
 - (iv) To permit the Tenant paying the rent hereby reserved and performing and observing the covenant and agreements herein contained or implied and on his part to be performed and observed peaceably and quietly to possess and enjoy the Premises during the Term created without any interruption from or by the Landlord or any other person or persons lawfully claiming from or under it:
6. To maintain the carriage ways, car parking areas and paths serving the Premises in good repair and free from potholes and also (save in respect or damage arising from negligence or willful damage on the part of the occupiers of the Premises) to maintain the fences surrounding the buildings.
7. **IT IS HEREBY AGREED** between the Lessor and the Lessee as follows:- The Lessor or his authorized agents retain the right to enter the Premises to carry inspections and will first obtain permission of the Lessee to enter, such permission not to be unreasonably withheld
- AND THE TENANT WILL ALSO** during the last months of the Term permit any person or persons to enter and inspect the Premises reasonable times upon production of an order to view from the Landlord or authorized agents;
- (i) If the said rent shall at any time during the Term become more than fourteen (14) days in arrears, whether legally demanded or not or if the Lessee shall omit to perform or to observe any of the covenants herein contained then the Lessor or his authorized agents retain the right to terminate the tenancy and assume possession of the Premises immediately and take whatever action they think fit to recover the arrears *of* rent **PROVIDED** that in the event the Lessor will first give to the Lessee seven (7) days' notice of the breach of an the proposed redress which if not

complied with by the Tenant within seven (7) days. then the Lessor may take, without further notice to the Lessee, whatever action he thinks fit to recover the arrears of rent and/or obtain the redress required.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto *set* their hands the day and year first herein before written.

THE FIRST SCHEDULE

DESCRIPTION OF THE SAID PROPERTY:

ALL THAT Dar Free Market MALL First floor, Ali Hassan Mwinyi Road, Dar es salaam. Being the premises comprised of in a Lease registered in the Registry of Land at Dar es Salaam city.

SIGNED at Dar es Salaam by the said

MG EMPIRE CONSULTANCY (T) LIMITED (lessor)

who is known to me personally this day of 03/02/2024



LESSOR

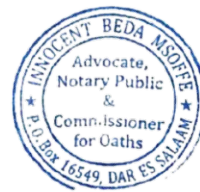
IN THE **PRESENCE** Of:-

NAME: **INNOCENT BEDA MSOFE**

ADDRESS: **P.O.BOX16549 DAR ES SAIAAM**

SIGNATURE:.....

DESIGNATION: **COMMISSIONER FOR OATHS**



SIGNED by the said **TWASOL HOLDING LIMITED** (the LESSEE) who introduced me by AIED ABDELGADIR GANOUB HAMED to this day of 03/02/ 2024


LESSEE

IN THE PRESENCE OF:-

NAME: INNOCENT BEDA MSOFFE

ADDRESS: P.O.BOX16549 DAR ES SALAAM

SIGNATURE: 

DESIGNATION; COMMISSIONER FOR OATHS .



DRAWN BY:

INNOCENT BEDA MSOFFE

P.O.BOX 16149 DAR ES SAIAAM

COMMISSIONER FOR OATHS