

LEASE AGREEMENT

BETWEEN

ILYAS SALIM SAID

AND

TALHA ABDUL HAMID DAR^K~~AKI~~_^

T. D.

~~SM~~

Plot No. 429, Bagamoyo Road,
Mbezi Industrial Area, Dar es Salaam

LEASE AGREEMENT

This Agreement (the "Agreement") is made this 15th day of January, 2024, by and between **ILYAS SALIM SAID** of Post Office Box Number 22471, Dar es Salaam (hereinafter called the "Lessor" which expression shall, where the context so admits include their successors and assigns) of the one part;

AND

TALHA ABDUL HAMID DAR^K~~AKI~~, of passport number 532320586 issued by UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, (hereinafter called the "Lessee" which expression shall, where the context so admits, include his successors and assigns) of the other part.

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WHEREAS: -

- A. The Lessor is the is the lawful owner of plot No. 429 situated on Bagamoyo road, Mbezi industrial area, Dar es Salaam, and have the right to lease (hereinafter referred to the "demised premises") .
- B. The Lessor and the Lessee (hereinafter collectively referred to as (The Parties) are desirous of entering into a three (3) years Lease Agreement,
- C. The Lessor agrees to lease to lease the Demised Premises to the Lessee and to let the Lessee use the same as a warehouse for storage, processing and manufacturing, on terms and conditions set out in this Agreement.
- D. The Lessee is desirous to let the Demised Premises and has all the required registrations to carry out warehouse facility in Tanzania.

NOW, WHEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained in this Agreement, the parties hereto hereby agree to be bound by this Agreement on the terms and conditions set out hereunder:

1. **IN CONSIDERATION** of the rent and the covenants hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee the demised premises for the term of Three (3) years upon the conditions hereinafter set forth.
2. **THE LEASE** shall be for a term of Three (3) years with effect from the 1st day of February 2024 to the 31st day of January 2027.

3. The Lessee shall pay **RENT** to the Lessor in the following manner: -

a) Rent for the Three (3) years lease period shall be as tabulated below: -

| Year | Rent per month USD | Rent per Year USD |
|--------|--------------------|-------------------|
| Year 1 | \$1,000 | \$12,000 |
| Year 2 | \$1,200 | \$14,400 |
| Year 3 | \$1,300 | \$15,600 |

- b) Rent shall be paid annually throughout the period of the contract
- c) The reserved rent shall be paid in advance prior or at the commencement of the respective payment time of the lease year period.
- d) All above figures are exclusive of any other taxes (excluding withholding tax on rent) that might be in force.

4. The lessee **HEREBY COVENANTS** with the lessor as follows: -

- a) To pay the rent in the manner aforesaid and to pay taxes normally obligatory upon Lessee to the concerned Authority;
- b) To use the demised premises for **STORAGE, PROCESSING AND MANUFACTURING PURPOSES** only.
- c) To always keep the demised premises in a good and tenantable condition;
- d) Not to do or permit anything in or upon the demised premises or any part thereof dangerous, noxious, noisy or offensive trade or business whatsoever;
- e) During the term of tenancy hereby created to keep the demised premises together with all drains, sewers, fences, compound wall and all other appurtenances, (whether permanent or temporary) to the demised premises and structures in good repair and tenantable condition;

- f) Not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance annoyance or damage to the lessor or, if any, of other properties in the neighbourhood;
- g) Not to assign or sale or part with the possession of the demised premises or any part thereof under any circumstance whatsoever;
- h) Unless as agreed in this agreement, not to make any alterations of the structure or additions to the external structure of the premises without the prior written consent of the Lessor;
- i) At all times to keep the demised premises including electrical appliances, fittings, paint work, fixtures, doors, windows, electrical wires, the surrounding environment and all other conveniences belonging thereto in good and working conditions throughout the lease, and to replace any of the above-mentioned items should they become repair due to negligence/carelessness of the Lessee;
- j) To repair or make good any defect or breach of covenant for which it is responsible and of which notice has been given by the Lessor;
- k) Not to keep or permit to be kept on the said premises any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by laws or to carry on or to do anything that may constitute a nuisance of a public or private nature or be a cause of disturbance or annoyance, or danger to neighbours, or the public;
- l) To pay all rates, taxes, charges, assessments, outgoing and impositions whatsoever which now are or shall at any time hereafter during the said term be charged, assessed or imposed upon the Lessee and submit the receipts thereof to the Lessor;
- m) To yield up peaceably the demised premises to the Lessor or its agent or nominee at the determination of the lease hereby created, in good and tenantable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.

5. The LESSOR HEREBY COVENANTS with the lessee as follows: -

- a) That during the said term the lessor will bear, pay and discharge all existing rates, tax, duties and outgoing legally payable by the Lessor in respect of the demised premises and of the demised premises;
- n) That the lessor shall bear the cost for the extension of the demised premises that will be carried upon the demised premise at the commencement of the lease term. The extensions of the demised premises shall be proposed by the Lessee and approved by the Lessor;
- o) The Lessor shall make sure that the demise premises, at the time of the commencement of the lease, is in a good tenantable quality;
- b) That the lessee paying the said rent and performing and observing all the covenants on his part herein before contained, shall quietly enjoy the demised premises during the lease term without any interruption by the lessor or any person claiming under or in trust for him;
- c) That the lessor shall handover vacant possession of the premises immediately upon execution of this lease and full payment of the rent in advance for the first year of the lease.
- d) That the lessee has the right to use, on the demised premises, a trade name of his choice provided that it complies with the relevant laws and is not against public policy.

6. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT: -

- a) Should the parties decide to renew or extend the period of the lease, both parties shall negotiate fresh terms and conditions after the determination of this lease and if so, requested in writing by the lessee at least three months prior to the expiry of the terms hereof for a further term at such rent and terms as may be agreed upon by the parties;
- b) That in case the lessor wishes to terminate this agreement prematurely for breach of the terms herein, shall give the lessee a three months' notice of his intention to do so.

- c) The two parties herein may, subject to negotiations and mutual agreement, modify and/or make an addendum to this agreement which shall form part hereof, or terminate this agreement;
- d) That delays of rent payment by the lessee for two weeks will attract a penalty at the rate of 10% derived from the annual rent and any further delay exceeding one month entitles the lessor to terminate the lease;
- e) This agreement shall terminate upon expiry;
- f) In case of force majeure, the lease cannot be executed; neither the lessor nor the lessee shall be held liable, except that the lessor shall not refund the lessee the paid rent in advance for the period that the lessee cannot stay or any money spent towards development of the demised premises;
- g) In the event of a dispute, the same shall be amicably resolved between the parties, failing which it shall be resolved by a court of law in accordance with Tanzania Laws;
- h) The Lessee shall not assign or part with the possession of the demised premises or any part or parts thereof under any reason or circumstances whatsoever without the prior written consent of the Lessor;
- i) The lease may be terminated before the expiry of the fixed period stated above by either party by giving a three-calendar months' notice in writing or by paying three months' rent in lieu of such notice. In the event the Lessee vacates the property before the expiry of the lease, without prior notifying the Lessor with a written notice three months prior to the date that he wishes to vacate the property, then the Lessee is liable for the payment of rent for the unexpired term. And in the event that the Lessor have terminated the lease prematurely, they shall return the rent received for the unexpired period of lease;
- j) That in case the Lessee for any reason(s) opts to terminate this lease as per paragraph 6(i) above before expiration of the term herein agreed, no rent paid in advance or any part thereof shall be refunded;
- k) If the Lessee shall be desirous of extending the Lease term after the expiration of the term hereby granted shall give six months written notice prior to the expiry of the lease term signifying such desire and upon

mutual agreement between the Lessor and the Lessee the term hereby created shall be extended and renewed on the terms to be agreed upon. However, the Lessor reserves the right to renew the agreement.

- l) Notwithstanding anything to the contrary herein contained the provisions of this Agreement may be modified by an addendum setting out the modifications mutually agreed between the parties hereto which shall be duly signed by the parties herein and such addendum shall be construed as part of this agreement;
- m) This Lease shall be governed and construed in accordance with the laws of Tanzania.

IN WITNESS THEREFORE the parties hereto have executed these presents at Dar es Salaam on the day, in the year and in the manner hereinafter appearing.

SIGNED AND DELIVERED by the said who is **ILYAS SALIM SAID** identified to me by *Mahesh Navro* the latter being known to be personally in my presence this *07th* day of *January*, 2024.

[Signature]
.....
LESSOR



SIGNATURE
POSTAL ADDRESS
QUALIFICATION

[Signature]
.....
95045 Dar es Salaam
.....
Commissioner for Oaths/Notary Public

T.O.
-M

said

SIGNED AND DELIVERED by the ~~common seal~~ of **TALHA ABDUL HAMID DARKI** in the presence this *17th* day of *September*, 2024.

[Signature]
~~SEAL~~

BEFORE US:
me

NAME
SIGNATURE
POSTAL ADDRESS
POSITION:

STEVEN McCallister
.....
.....
Steven McCallister
Notary Public
3 Wycliffe Street, Leicester, England
Tel (0044) (0)116 262 6052
smccallister@shbsolicitors.co.uk



NAME
SIGNATURE
POSTAL ADDRESS
POSITION: