

THE LAND ACT NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

ZAINAB ADDAN ANSELL

AND

ZARA INTERNATIONAL TRAVEL AGENCY LTD

Definition:

'Leased premise' means business premises located at plot number 169 Block B, section V, Pasua Moshi Municipality.

'Primary fittings' shall mean all inbuilt structural fittings that are leased with the Leased premises at the date of the commencement of this Lease;

'Secondary fittings' shall mean all plumbing and electrical fittings (other than those stipulated under) that the Lessee shall install on the Leased premises upon the commencement of this Lease Agreement;

'Commencement of this Lease' shall mean the date on which the parties to this Lease shall execute this Lease, excluding the grace period;

'the Lease' or 'this Lease' shall mean this Lease agreement which has been duly executed by the parties thereto; and recorded;

'the foregoing overhead' shall mean the total rent and utility charges which the Lessee shall be liable to pay under the Lease during the term of the Lease;

'the Party' means the Lessor or the Lessee and as the case may be and the **'Parties'** means the Lessor and the Lessor together;

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Agreement**") has been executed and shall become effective as of the 01st day of January 2024

BETWEEN

ZARA INTERNATIONAL TRAVEL AGENCY LTD, a limited liability company incorporated under the Companies Act No 12 of 2002 (Hereinafter referred to as ("**Lessee**"), where the context so admits shall include its Successors, Nominees and Assigns.

AND

ZAINAB ANSELL, a natural person of P.O.BOX 1990 Moshi - Kilimanjaro ("**Lessor**"), where the context so admits shall include its Successors, Nominees and Assigns.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1.0 TERM OF LEASE

- 1.1 The term of this lease shall be for a period of ten years (hereinafter referred to as the 'term of the Lease' commencing from this 1st Day of January 2024 to this 31st Day of December 2034
- 1.2 Both Parties may renew the term of the lease under terms and conditions mutually agreed between them.

2.0 THE LEASED PREMISES

The leased premises comprise of landed property located plot number 169 Block B, Section V, Pasua Moshi Municipality and all improvements made thereon.

3.0 PREPARATION OF LEASED PREMISES

The Lessee takes and accepts the Leased premises in "**as is**" condition. "**as is**" shall mean in tenable condition so that the front (and back doors, where circumstances admit), the primary electrical and secondary electrical fittings, and primary plumbing fittings are in working or operating condition.

4.0 RENT

Rent of the leased premises shall be the sum of Tanzania Shillings One Million (**TZS. 1,000,000.00**) Only per year.

5.0 USE

- 5.1 The Leased premises may be used for **BUSINESS PURPOSES** and other services related thereto.
- 5.2 The Lessee agrees to occupy the Leased premises upon the commencement of this lease and to operate the entire Leased premises during the term of this Lease unless prevented from doing so by strikes, damage to the leased premises, or other similar causes beyond the Lessee's control, and to conduct its business at all time in good faith and reputable manner.
- 5.3 The Lessee shall conduct its business in the Leased premises during the regular customary days and hours.

6.0 COVENANTS BY THE LESSEE TO THE LESSOR;

- 6.1 The Lessee shall not, without Lessor's prior written consent, obstruct the leased premises nor abuse of the leased premises, other improvements, fixtures or personal property constituting the Leased premises (including without limitations walls, ceilings, floors, stone and iron work), nor use plumbing for any purpose than that for which constructed, nor make or permit any noise or odor objectionable to the public, or the Lessor to emit from the Leased premises, nor create, maintain or permit a nuisance thereon; nor do any act and tending to injure the reputation of the Leased premises; nor without the Lessor's prior written consent, place or use any object which will cause nuisance on the premises.
- 6.2 The Lessee shall keep the Leased premises for the use of the Lessee clean and free from rubbish and dirt at all times, and shall store all trash and

garbage within the Leased premises and will make the same available for regular pickup which the Lessee will arrange at the Lessee's expense.

- 6.3 The Lessee shall pay the appropriate water authorities any sums or charges payable in respect of water consumed and perform all regulations and requirements of the said water authority and shall keep the Lessor indemnified against any loss or damage resulting from any infringement by the Lessee of any such regulations or non-compliance with any such requirements.
- 6.4 The Lessee shall pay all electricity bills used in the Leased premises through the term of the Lease.
- 6.5 The Lessee shall pay 10% withholding tax from the rent and pay to the Tanzania Revenue Authority (TRA).
- 6.7 The Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet the said Leased premises or any part or parts thereof, nor permit occupancy by anyone without the prior written consent of the Lessor.

7.0 COVENANTS BY THE LESSOR TO THE LESSEE

- 7.1 The Lessor shall during the term of the lease ensure that all type of maintenances and repairs of the premise are done. These maintenances and repair of premise shall include; repair of the wall, foundation, roof and all the amenities in the leased premise.
- 7.2 The Lessor agrees to provide water system in the Leased premises to enable easier accessibility of such services by the Lessee.
- 7.3 The Lessor shall provide within the Leased premises electricity capable of maintaining the maximum power that the premises may require and not exceeding what may reasonably be anticipated as the maximum consumption on the premises.

7.4 The Lessor shall pay all existing and future land rents, and outgoings imposed or charged by the appropriate authority in respect of the Leased premises.

8.0 FIRE OR OTHER CASUALTY

8.1 In case the Leased premises shall be partially or totally destroyed by any fire or other casualty so as to become partially or totally untenable, the same shall be repaired at the expense of the Lessor.

8.2 If the Lessor fails to restore the Leased premises to tenable condition at a reasonable period according to the nature of the tenant's business then the Lessee shall terminate this Lease.

9.0 EMINENT DOMAIN

9.1 If the whole of the Leased premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken and the rent shall only be paid up to that date.

9.2 In the event more than ten percent (10%) of the land area in the Leased premises is so taken, the Lessor shall have the right to terminate this Lease at the time and with the rent adjustment by giving the Lessee written notice of termination within Ninety days (90) days after the taking of possession by such public authority.

10.0 ACCESS TO LEASED PREMISES

10.1 The Lessor shall have the right to enter upon the Leased premises during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto for the purpose of exhibiting the same to prospective Lessees, purchasers or others. The Lessor's exercise of such right shall not be deemed an eviction or disturbance of the Lessee's use or possession, provided always that the said access shall be preceded by a notice.

10.2 The Lessor or any person authorised by them have the right to maintain any easements or services upon or under the Leased premises for the

benefit of the Leased premises or, when agreed with the Lessee, the right to construct upon or under the Leased premises.

11.0 TERMINATION OF THE LEASE

This lease may be terminated under the following circumstances;

11.1 Upon expiry of the term of the lease;

11.2 Either the Lessee or Lessor breaches any covenants provided under this agreement;

12.0 SURRENDER OF POSSESSION

At the expiration of the lease, whether by lapse of time or otherwise, the Lessee shall surrender the Leased premises clean and in good condition and repair, reasonable wear and tear and loss by fire or unavoidable, insurable casualty accepted.

13.0 NOTICES

Whenever under this Lease provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient if actually delivered to the Lessee by post office address, fax or email.

14.0 CONSENTS

The parties agree that whenever under this Lease provision is made for securing the written consent, permission or approval of either that such written consent, permission or approval shall not be unreasonably withheld or delayed.

15.0 GOVERNING LAW AND DISPUTE RESOLUTION

All disputes arising in connection with the present agreement or in relation thereto as well as any contract signed or to be entered into in relation with the present agreement shall be construed and enforced under the laws of the United Republic of Tanzania.

16.0 FORCE MAJEURE

Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and

applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control, provided the party prevented from performing gives the other party written notice of such cause promptly after its commencement.

17.0 INDEMNITY

- 17.1 The Lessee agrees to indemnify and save Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from the conduct or management of the business conducted by the Lessee or from any breach or default on the part of the Lessee the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or from any act or negligence of the Lessee, its agents, contractors, servants, employees, students, sub-lessees, concessionaires or licensees, in or about the Leased premises.
- 17.2 The Lessor agrees to indemnify and save harmless the Lessee from and against all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from any property damage or personal injury caused by the negligent act or misconduct of the Lessor or Lessor's agents, servants, or employees, where such property damage or personal injury occurs outside of the Leased premises but within the Leased premise.

IN WITNESS WHEREOF the Parties have affixed their signatures hereto and thereby executing this Agreement as of the day and year above written.

SIGNED and **DELIVERED** by the said
Zara International Travel agency Ltd
This.....day of January 2024



LESSEE

Name: Bernard Sahini
Signature: [Handwritten Signature]
Postal Address: 1990 - MASHI
Qualification: Human Resource Manager

Name: Joseph A. Mandu
Signature: [Handwritten Signature]
Postal Address: 1996 - MASHI
Qualification: ACCOUNTANT

SIGNED by the said **ZAINAB ANSELL**

who is known to me personally/identified to me
by..... the latter
being known to me personally in my
presence this..... day of January 2024



LESSOR

BEFORE ME:

NAME: GIDEON BALTAZAR MUSHI

SIGNATURE: 

POSTAL ADDRESS: P.O. Box 3041

QUALIFICATION: COMMISSIONER FOR OATHS/NOTARY PUBLIC

