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## LEASEHOLD AGREEMENT

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This leasehold agreement is made on this 6 day of November, 2024.

### BETWEEN

**ABDULLHAKIM ABEID** of **P.O.BOX 712, MWANZA** hereinafter referred to as "**LESSOR**" the context so requires shall include his spouse, legal representatives, agents, assigns and successors) of the one part.

### AND

**TREEHOUSE CONSULTANCY COMPANY LIMITED** of **P.O.BOX 470, MWANZA**, hereinafter referred to as "**LESSEE**" the context so requires shall include his agents, receivers and liquidators, of the other part.

### WHEREAS

The **LESSOR** is the owner of the premises situated on the **PLOT NO. \_\_\_** Block "**\_\_\_**" **NYAKATO INDUSTRIAL AREA, MWANZA** hereinafter referred to as the "Demised premises" being free from any encumbrances.

### WHEREAS

The **LESSOR** has agreed to grant the Lessee a Lease in respect of property for a period of Three (2) years commencing on 6 day of **November, 2024** up to \_\_\_ day of **November, 2027** without any interference subject to the terms and conditions laid down in this agreement;

### AND WHEREAS

The **LESSEE** agrees to rent the Demised Premises from the **LESSOR** for the purpose of commercial use as a godown (warehouse) in the manner herein stipulated.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The rent for the Demised premises shall be (TZS. 1,000,000.00/=) per month (TZShs. 36,000,000.00/=) for Three (3) years payable for the entire period of lease.
2. The rent payments under paragraph 1 shall be made after every six months over three years, with provisions for potential adjustments or reviews to accommodate any unforeseen changes or improvements during the lease term.
3. In pursuance of this Lease and in consideration of the rent hereby granted and the Lessee's covenants herein mentioned, the Lessee Demised Premises to hold for a period of three (3) years subject to renewal.
4. The **LESSEE** is granted unrestricted use of the Demised Premises for industrial use purposes, with rights to hold for the three years term subject to renewal.
5. The lessee or his duly authorized agent must ensure safety at the demised premises and other fixtures during the whole term of the agreement.

**6. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:**

- a) To pay the reserved rent on the day and in the manner aforesaid, and if such rent shall remain un paid for any period of time exceeding sixty (60) days from the date on which the rent is due for payment by the Lessee to the Lessor, without reasonable cause of which the Lessor has notice, or information of, it shall be lawful for the lessor to impose a penalty of 11.0% per semi-annum or 22.0% per annum on the outstanding rent, or any part thereof.
- b) To pay and discharged water, electricity sewerage. Telephone, security service and other charges payable in respect of the Demised Premises.
- c) Unless lease is renewed within the last three months prior to the expiration of the contractual period failure to do so, the lessee will not able to renew.
- d) Nonpayment of rent as per the agreement shall automatically nullify this agreement.
- e) If by end of the lease any utility bills, i.e. electricity, water and other consumable, charges for damages on the Demised Premises, and other outstanding charges remain unpaid, the Lessee shall pay such bills/charges upon presentation.
- f) Maintaining the property in good condition throughout the lease term save for major repairs requires prior consent from the lessor.

**7. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- a) The Lessee, having occupied the said Premises and performing the several covenants, shall peacefully hold and enjoy the Demised Premises without interruption by the Lessor or his Agents.
- b) To pay land rent, property tax and all other statutory payments related to the property.
- c) To permit the lessee to make partitioning on the demised premises so as to conform with desired use of the premises by the lessee.
- d) To assist the Lessee to obtain from the relevant authorities in a timely manner any consent, approvals, license and services as required by the Lessee. Should such approvals not be obtained prior to the commencement date of the Lease, the commencement date of the Lease will automatically move forward to the date when the Lessee is provided with a copy of the approvals.
- e) To register the Lease with the Lands Registry Office in the Ministry of Lands and Human Settlements Development and to provide a copy of the registration to the Lessee.

**8. TERMINATION OF THE LEASE**


- a) This Lease shall terminate automatically upon expiration of the term if not renewed as herein above contained.
- b) This Lease shall terminate automatically should any of the approvals and permits required for undertaking the proposed building/renovation works not be approved by the relevant government authorities.
- c) In the event that the Lessor shall seek to terminate this agreement prior to expiration of the term, the Lessor shall give the Lessee six (6) months written notice and shall refund to the Lessee the full cost incurred by the Lessee for the building and other developments undertaken at the Demised Premises and a proportionate amount of the rent paid, without any deductions whatsoever, for the remaining period of the term. The Lessee shall be entitled to remain in occupancy of the Demised Premises until such time as the payment has been fully affected.
- d) In the event the Lessee shall seek to terminate this agreement prior to expiration of the term, the Lessee shall give the Lessor three (3) months written notice, and shall not be entitled to any refund of the past costs or rent paid for the remaining period.

**9. DISPUTE RESOLUTION**

In the event of any dispute or difference arising out of or in connection with this Agreement, the Parties shall Endeavor to resolve such dispute amicably through good faith negotiations. If the Parties are unable to resolve the dispute, the dispute shall then be referred to Arbitration before perusing other legal actions.

**IN WITNESS WHEREOF** the parties have put their hands the day and year first herein written.

**SIGNED and DELIVERED** by  
**ABDULLHAKIM ABEID** who is known to me  
personally/ Identified to me by \_\_\_\_\_  
The latter being known to me personally, in my  
Presence, this \_\_\_\_ day of \_\_\_\_\_ 2024

  
LESSOR

Name: ABDULLHAKIM ABEID

Signature: 

Address: P. Box 7/2 Menza

Qualification: OWNER

SEALED with the Common Seal of the said  
TREEHOUSE CONSULTANCY COMPANY LIMITED  
and DELIVERED in the presence of us  
This 6<sup>th</sup> day of November 2024



Name: RAJADU ABDULLAH MIWENGE

Signature: [Handwritten Signature]

Qualification: DIRECTOR OF THE COMPANY

Name: ASHA MIWENGE OTHMAN

Signature: [Handwritten Signature]

Qualification: DIRECTOR OF THE COMPANY