

LEASE AGREEMENT

THIS AGREEMENT is made on the 10TH.... day ofAUGUST.....2024

Between

GLORY KAUWERD LYIMO for minor Brayden Brenden, of Kigamboni, Dar es salaam, Tanzania (hereinafter referred to as “**the lessor**”) of the one part;

And

GIGA PREMIUM CARGO LTD, a company registered under the law of Tanzania, incorporated in Dar es salaam, (hereinafter referred to as “**the lessee**”) of the other part.

WHERE AS the Lesser is the owner of Plot No.47 Block17situated in Kibada, Kigamboni Municipality, Dar es salaam (**hereinafter referred to as the YARD and Office**) and desirous of leasing the same to the lessee.

WHERE AS the Lessee is desirous of taking in lease the above-mentioned yard upon conditions and terms hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) The period of tenancy herein referred to as the “Contractual Period” shall be for a period of (5) Years with an option for renewal following one month notice prior to the expire date;
- 2) The Lessee shall pay a MONTHLY rent of TZS 1,000,000 as monthly charges. All payments must be payable at the execution of this contract. The Lessee shall pay the amount of TZS 24,000,000 as two (2) years rent and shall not be any increment during the contractual period.
- 3) At the time of renewal, any proposed annual rental increases shall be agreed to in writing by both parties and shall be attached to this lease agreement as an addendum.
- 4) The lessor has agreed to lease to the lessee the property. The lessee shall be responsible for maintenance of the fence property and the same shall be maintained and at all times be in good condition. In case of any damage on the fence caused by the lessee, the lessee shall be responsible for that damage and He/She shall compensate the lessor at an agreed arrangement.
- 5) Either party may terminate the lease by giving each other party prior notice of three (3) months of such intention. In the case of termination, the Lesser shall refund the unused rent for the remaining period of the lessee before the day of termination.

6) THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- a) Not to assign, sublet or part with the possession of the apartment or any part thereof without the written consent of the lessor;


Certified as True Copy of the Original
Samptus Alloyce Biseko
Advocate, Notary Public & Commissioner
for Oath
Sign:
Date: 25/11/24

- b) To permit the Lessor and / or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the lessee in that respect, to enter upon the premises to examine and / or to execute major repairs to the said premises under the Lessor's covenants in that behalf;
- c) To use the same yard only for the purpose of the business and not otherwise.
- d) Not to make or suffer to be made any alterations or additions to the Premises without the written consent of the lessor;
- e) The lessee shall be responsible for safekeeping of his personal belongings.

7) THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS;

- a) To carry out all major repairs and keep the exteriors of the premises in good condition.
- b) To allow the Lessee, having occupied the said Premises and observing performing the several covenants, shall peacefully hold and enjoy the premises without interruption by the Lessor or his agents;
- c) In case the Lessor wants to sell his Yard, he shall first notify the lessee before any other person, and the lessor shall avail reasonable time for the lessee to make some payments.
- d) All the disputes arising out of the terms of this agreement **SHALL** be settled through negotiations or arbitration. This lease shall be governed by and construed in accordance with the laws of Tanzania.

IN WITNESS WHEREOF: these presents have been executed on the date set out against our respective signatures.

SEALED, DELIVERED AND SIGNED by

Glory Kauwerd Lyimo

(Who is known to me Personally)

This...10...day of ..August...2024



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SEALED, DELIVERED AND SIGNED by

GIGA PREMIUM CARGO LTD

(Who is known to me Personally)

This...10...day of ..August...2024



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 Certified as True Copy of the Original
Samptus Alloyce Biseko
 Advocate, Notary Public & Commissioner
 for Dar es Salaam
 Sign:
 Date: 28/11/2024