

# LEASE AGREEMENT

THIS LEASE AGREEMENT is made this **06th June, 2024** between **LULAMSO NASON MTEGA(TIN:106-220-514)** of **P.O. BOX 9334 Msimbazi/Mvita Street, Dar es Salaam** known as ("**The Lessor**") which expression shall, where the context so admits, include his successors and assigns) of the one part of this lease agreement.

**AND**

**MS. KENYOS TANZANIA LTD** with Taxpayer Identification Number **121-889-285** of **P.O. BOX 11043 TEL:0774-102888/0777-509999 DAR ES SALAAM Tanzania**, (Hereinafter called "**The Lessee**") which expression shall include and extend to persons deriving title under the lessee, its successors and assigns) of the other part of this lease agreement.

**WHEREAS**, the Lessor is a Lawful owner in possession of or otherwise well and sufficiently entitled to all that is Vacant Yard (described below in clause 1), being total rented area hereon of which is the subject of this Lease Agreement and is commonly known as "**The Main Land**" known and described as **PLOT No.11, 12 & 13 Block "D" Tabata Street, Ilala Municipality – Dar es Salaam Tanzania** in the name of **NASON LULAMSO MTEGA** ("**The Demised Yard**").

**AND WHEREAS**, the lessee has requested the Lessor to allow to use and occupy the Demised Yard on Lease for the period of **Five years - renewable**, at the Rent and on the terms, conditions and covenants hereinafter recorded and which the Lessee has agreed to do; **NOW THIS DEED WITNESSETH** that in pursuance of the said Lease and in consideration of the rent hereby reserved and on the terms and conditions, covenants and agreements herein contained and on the part of the lessee to be observed and performed.

1. The Lessor doth hereby demise to the Lessee all that Demised Premises; **TO HOLD** the same unto the Lessee and its successors and assigns for a term of one year commencing from **06<sup>th</sup> day of June, 2024** known as the **commencement date** to the expiry on **05<sup>th</sup> day of June, 2025** paying therefore unto the Lessor during the said term the monthly rent of **Tzs 1,200,000/= One million two hundred thousand only** per month equals to **Tzs 14,400,000/= Fourteen million four hundred thousand only** per year payable one year in advance BUT the second and third year shall decrease (as per rent review clause no.9) subject to deductions made pursuant to clause 3(a) below;
2. The Lessor hereby do authorize the Lessee to make some improvements development when required in electricity, water drainage system and or in safety and security in the Demised Yard in this lease agreement but such development must be **temporary**.

Lease Agreement Between: Mr. Lulamso Nason Mtega And MS. Kenyo's (T) Ltd.

3. And the Lessee for itself and its successors and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created, **covenants** with the Lessor as follows;
- (a) To deduct any legally required withholding tax of 10% from the annual rental payment and to remit the same to the Tanzania Revenue Authority (TRA) in accordance with the prevailing rates and laws.
  - (b) Stamp duty at 1% of the total rental payment for contract registration to TRA will be paid from the lessee's account.
  - (c) To keep the Demised Yard including the drains, sanitary, water, electricity and all fixtures and additions thereto in good tenantable condition throughout the term and to yield up in such conditions at the determination of the lease agreement.
  - (d) To carry out temporal structural additions or alterations of the demised Yard inside only, through this written contract and such additions shall remain the property of the lessee.
  - (e) To permit the Lessor or its authorized agent(s) with all necessary workmen upon giving One week's previous notice in writing at all reasonable times to enter upon the Demised Premises to execute repairs and or other alterations on and adjoining premises aside the main house now or hereafter belonging to the Lessor who shall make good all damage occasioned to the Lessee by such entry.
  - (f) To use the Demised Premises for Small Industrial purposes only as the Lessee shall deem fit.
  - (g) NOT to assign **or sublet** the Demised Premises or any part thereof without the written consent of the Lessor such consent not to be unreasonably withheld.
  - (h) NOT to cause any nuisance or annoyance to the neighbors by throwing garbage or dirty or refuse or by creating noise or otherwise howsoever.
  - (i) NOT to permit anything in or upon the Demised Premises or any part thereof which may be or become a nuisance, annoyance, damage or inconveniences to the Lessor or occupiers of other properties in the neighborhood?
  - (j) To yield up the Demised Premises and all fixtures, fittings, appliances such as electric fans, air conditions, water heaters and other additions thereto (other than the Lessee's fixtures) at the determination of the term in good and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted.

(k) To pay for all consumables like electricity, water and any other services availed by the lessee at all times.

(l) **Electricity:**

- (i) The Lessee has been installed a separate LUKU Meter for own use, the lessee will be required to top up according the consumption rate of a particular yard.
- (ii) **Water: Dawasco** water is available in the area we argue that you use it in a proper way and help us to prevent any water leakage/loss.
- (iii) **Security:** All personal belongings, leased property and others related things shall be under the lessee's supervision, except that all surroundings, all vehicles, the main entrance gate and other properties other than the lessee's properties, shall ALL be under Lessee's security.
- (iv) **Garbage collection/Waste disposal:** The lessee is required to keep all the garbage properly inside the house and every lessee shall be charged for garbage or waste disposal by the Municipal or any other authorized waste collector in the area.
- (v) **Reserved Area for Vehicles parking facilities:** Area for parking is reserved for all tenants **around** the premises and it is recommended that every tenant may park not more than two vehicles and no lessee has the right to own a permanent parking slot but any reserved slot shall be used as **First comes, first served bases.**

**NB:** The Yard is being rented as "Is How Basis is" the Lessor admits so.

**AND**

**The Lessor herein covenants the Lessee as follows;**

1. To pay the annual land rent and property tax for the said **Plot number 11, 12 & 13 Block "D" Tabata Street Area in Ilala Municipality Dar es Salaam City.**
2. The Lessor shall arrange and provide separate meter for electricity.
3. To maintain good condition without interfering in between the ongoing agreement until its expiration described herein.
4. The lessor or his servant or agents or supervisor shall have access to enter and visit the leased property at all times the Lessor sees better to do so.
5. Any disputes arising under this agreement shall be settled mutually.
6. **Termination Clauses:**
  - a) If the lessee fails by any reason(s) to pay the rental charges at an agreed time or any other monies that fall due, then the lease must be terminated without further notice.

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b) **Unless** the Lessee terminates the agreement by giving a notice of three months (90 days) prior to the expiry of the first term, the agreement is automatically renewed for another lease at a time up to a period of 24 months consecutively. The termination of the agreement shall be in writings.

c) Either Party has the right to terminate this Lease Agreement in the event of a Material Breach, material fault, or material non-compliance of this Lease Agreement by giving the other Party a written notice of thirty (30) days subject however to the receiving Party's right to cure such material event within the said written notice period of thirty (30) days.

#### **FORCE MAJEURE**

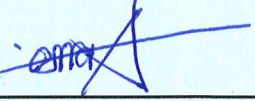
- a) Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the landlord's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at the tenant's option. Should the tenant exercise this option, shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.
- (b) If this Lease is terminated the **Lessor** shall within 90 days' business days of termination, refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of **lessee's** occupancy under the Lease from the beginning of the current quarter, or the commencement of the Term whichever date is later, to the date of termination.

#### **MUTUAL AGREEMENT.**

7. It is hereby mutually agreed that any dispute arising from this agreement if not settled within 90 days, then the applicable laws in this agreement shall be the laws of the United Republic of Tanzania.
8. The validity of this agreement is subject to the **actual signing** of the agreement and the land is truly available to the lessee's use as a Yard only and not otherwise.
9. **Rent review:** The agreed rental charge shall be in place for ONE YEAR ONLY (2024-2025) BUT THE SECOND YEAR (2025-2026) AND THIRD YEAR (2026-2027) SHALL DECREASE, and such decrement shall not be beyond the prevailing rates and laws.

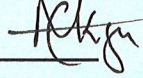
IN WITNESS, WHEREOF, the parties hereto have executed these presents on the days and year and in the manner, here in appearing below;

SIGNED and DELIVERED by **MR. LULAMSO NASON MTEGA (Lessor)**

Who is known to me personally/identified to me by Emmy x   
In my presence, this 06th day of JUNE, 2024 LESSOR's Signature

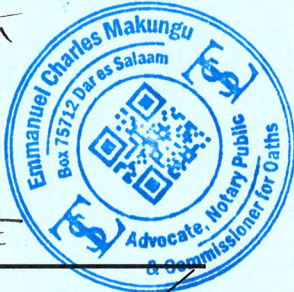
Witness by;

Name: EMMANUEL CHARLES MAKUNGU

Signature: 

Postal Address: 75712, D'ALAM

Qualification: ADVOCATE



TIN: 121-889-285  
1yr WHT: 1,440,000  
5yr STD: 720,000  
Pence

STAMP DUTY  
Shs: 720,000 / FSD  
9984118321124  
Receipt No: 9984118321124  
Date: 18/09/2024  
Regional Manager - Karakoo

Lease Agreement Between: Mr.Lulamso Nason Mtega And MS. Kenya's (T) Ltd.

Signed and delivered by the said MS. KENYOS TANZANIA LTD (Lessee).

Who is known to me personally/identified to me by \_\_\_\_\_ in } [Signature]  
my presence this 06 day of JUNE 2024. **LESSEE's Stamp & Sign**

**Before Us;**

1. Name: Emelda Sangg

Signature: [Signature]

Postal address: PO BOX 11043

DAR

Qualification: Tanzania  
For Kenyo's Tanzania Ltd

**Witnessed by;**

Name: EMMANUEL CHARLES MAKUNGU

Signature: [Signature]

Postal address: 75712, D'ALAM

Qualification: ADVOCATE



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