

**THE REGISTRATION OF DOCUMENTS ACT
CAP 117**

LEASE AGREEMENT

BETWEEN

SHAMS DEVELOPMENT COMPANY LIMITED

AND

EAST LINE LOGISTICS TRADING LIMITED

**FOR LEASE OF UBORA VILLAS HOUSE No. 2
ON PLOT No. 340 MSASANI ROAD
DAR ES SALAAM.**



**THE REGISTRATION OF DOCUMENTS ACT
(CAP 117)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam within the Republic of Tanzania on this day of, 2024.

BETWEEN

SHAMS DEVELOPMENT COMPANY LIMITED, a limited liability company incorporated in Tanzania under the Companies Act (Act. No. 12 of 2002) with Registration Number 85422 of P.O. Box 71119, DAR ES SALAAM (hereinafter referred to as "the LESSOR", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

AND

EAST LINE LOGISTICS TRADING LIMITED, P.O Box (Hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS, the LESSOR is the owner of all those premises known as Ubora Villas, House No. 2 situated at Plot No. 340, MSASANI ROAD, Dar es Salaam. (Hereinafter referred to as "the demised premises")

AND WHEREAS the LESSOR has agreed to let the demised premises referred herein above on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of **24 Months** commencing on the **12th day of January, 2024**, (hereinafter called effective date) (renewable by mutual written agreement) at a monthly rent of **USD 4,000/- (USD: FOUR THOUSAND)** payable for 6 Months AND 2 Months Damage Deposit.
- (b) To pay the rent herein without any deduction whatsoever in the manner and upon the dates herein agreed. 18% Vat Lessee has to pay to TRA according to the Invoice term and submit to us the Certificates on time, late submission penalty or related things for the same Lessor will not take any responsibility.
- (c) To pay all charges for electricity, telephones, Internet, DSTV & Cable TV, if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges.
- (d) To pay an additional of 10% to 20% of the annual rent per term here in, as expressed in section (a) Clause 1 above, when the following events happens.
 - (i) Explosion of pandemic
 - (ii) Inflation in an economy
 - (iii) Global warming

- (e) It is specifically agreed that the power will be generated either through TANESCO and/or a Public Utility Co authorities or through stand by generator. Units of power consumed between both sources will be prepaid by the tenant.
- (f) Not (without the previous consent in writing of the Lessor, which consent shall not be unreasonably withheld) to make any alterations or additions to the demised premises or to cut maim or injure any walls, structures, or timbers thereof.
- (g) To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, etc, in good repair and tenatable condition fair wear and tear excepted.
- (h) Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statues or local regulations or By-Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbors, or public.(gas cylinder its exceptional)
- (i) To permit the Lessor or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the Lessee's Responsibility).The Lessor hereby indemnifies the Lessee against any loss or damage which may arise whilst the Lessor, its agents or servants are on the premises for whatever reason during the currency of this lease.
- (j) To use the demised premises for use and occupation as residential premises for use by one family only and not to assign **sublet, or part with possession of the demised premises without the previous written consent of the Lessor**, which consent shall not be unreasonably withheld In the case of a company any misdemeanors or breaches of the occupants shall be automatically imputed upon the Company, Tenant, Lessee, jointly and severally in all respects with the occupant, and or the person committing the breach or misdemeanor. Such breach includes those committed by the agents, employees, or invitees of the Lessee, whether by carelessness or negligence.
- (k) Not to do or permit or suffer to be done anything whereby any insurance of the demised premises against loss or damage by fire or other risks covered by the Lessor's insurance policy may become void or avoidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrence.
- (l) To yield up peaceably the demised premises to the Lessor or its agent or nominee at the expiration of the fixed term aforesaid in good and tenatable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.
- (m) Non-Tenants aren't allowed to park their car inside the compound.
- (n) Not to park trucks or any other commercial vehicle in the compound of the demised premises and common areas.

- (o) Not to allow or keep animals within the demised premises or the compound.
- (p) To give a notice of at least 01 month before the expiry of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term or which they wish to extend. In the absence of which the Lessor may choose to assume continuation of the existing lease for a further period, unless agreed otherwise in writing between the parties.
- (q) The Lessee is obliged by the TRA regulations to have this lease document duly registered with the Revenue Authorities by paying the necessary stamp duty assessed by TRA.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises and provide the Lessee with full use and enjoyment of the demised premises without interruption from third parties.
- (c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human habitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.
- (d) The Lessor and/or his agents shall not be liable for any damage to any personal belongings or personal injury or personal life of the Lessee and/or the occupants of the demised premises, unless such loss is attributable to the Lessor and/or its agent's negligence.
- (e) The Lessee shall be responsible for safekeeping of his personal belongings
- (f) The Lessee shall not be rented this house to any other one without the prior notice to the Management. If Such a case happen will take the necessary actions for the same
- (g) The Lessee is responsible for any damage happened for the inside house items due to his/her negligence. In such a case replacement of the same is his/her responsibility.

3. **PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:**

- (a) That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days after the same shall have become due and reasonable written notice has provided to the Lessee to remedy such arrears or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations here in contained and its part to be performed and observed (after the Lessee has received reasonable written notice to comply with its obligations) the Lessor shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other
- (b) The Lessee hereby gives undisputed/unconditional rights to the Lessor to enforce his right to re-occupy the demised premise and conduct his business in his normal course of business. The Lessor also has an option to charge to levy 2% Interest annually on overdue vets.**
- (c) In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement. The lessee has no rights under contract to withhold or delay rented payments for reason of repair and maintenance to the property which right is not lost by having paid their rents in advance.
- (d) The agreed rent is subject to review after **12 Months** as agreed between both the parties.
- (e) The Lessor and/or his agents shall not be liable for any injury (excluding injury caused by the Lessor or its agents willful or negligent conduct) whatsoever to the Lessee invitees servants or visitors of any kind wherever on the demised premises, including injury caused by the diligent working of machinery by tradesman on the demised premises and the Lessor Management Company gives no warranty that, other amenities are legally or physically fit for the purposes intended and the Lessee is required to conduct personal verification and investigation in order to satisfy himself on the fitness of the same and uses at his own risk.
- (f) The Lessor shall keep the building(s) and his chattels insured against fire and theft and it is the responsibility of the Lessee to insure his or her own chattels against fire and theft and themselves personally against injury or death
- (g) The check list of the house's item should signed by the tenant and will keep one acknowledged copy with us for the future reference

The Lessee will provide evidence of his right to reside in Tanzania by providing:-

- i. The copy of the TIN/VAT/BUSINESS REGISTRATION CERTIFICATE

4. TERMINATION

EITHER PARTY OR LESSOR MAY TERMINATE THIS AGREEMENT AT ANYTIME ON GIVING NOT LESS THAN ONE MONTH PRIOR WRITTEN NOTICE.

THE LESSOR SHALL ONLY REFUND THE LESSEE AN AMOUNT BETWEEN THE NOTICE PERIOD AND INVOICE TERM WITH A DEDUCTION OF TAX AMOUNT

Mode of payment;

SHAMS DEVELOPMENT COMPANY LIMITED,

1. Diamond Trust Bank;

TZS: 0272075003 | USD: 0272075004,
Swift Code: DTKETZTZ

2. Habib African Bank Limited;

TZS: 0002-0022233-0001 | USD: 0002-0022233-0011
Swift Code: HABLTZTZ

3. CRDB Bank Plc;

TZS: 0150686052600 | USD 0250686052600
Swift Code: CORUTZTZ

LESSEE INFORMATION

NAME:

ADRESS:

MOBILE:

EMAIL:

PASSPORT No.:

DESIGNATION:

TIN NUMBER:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS the day year first above written.

SHAMS DEVELOPMENT COMPANY LTD.

THE LESSOR

Sealed with the Common Seal of
SHAMS DEVELOPMENT COMPANY LTD
And DELIVERED in our presence this
.....th day of, 2024
Name: **HUSSEIN SHAMS**
Signature: _____
Qualifications: **Director**



Name: **MARIAM SHAMTE**
Signature: _____
Qualifications: **Company Secretary**

THE LESSEE

Signed and Delivered by the said
EAST LINE LOGISTICS TRADING LIMITED
And DELIVERED in our presence
.....th day of, 2024
Name:
Signature: _____
Qualifications:



Before Me:

Commissioner for Oaths

EAST LINE LOGISTICS TRADING LIMITED