

**THE LAND ACT (No 4, 1999)**

**THE LAND REGISTRATION ACT  
(CAP.334)**

**LEASE**

**BETWEEN**

**RAHIM SAMJI/ZULNIZ  
P.O BOX 830  
Dar Es Salaam  
Tanzania  
(LESSOR)**

**AND**

**INDIGO PRINTER LTD.  
P.O BOX 10425  
Dar Es Salaam  
Tanzania  
(LESSEE)**

**PLOT 25 (EP LOT 20) – GODOWN 1  
Nyerere Road Dar es Salaam,  
Tanzania**



**THE LAND ACT, 1999**

**(Under the land (Disposition of Right Occupancy) Regulations, 2001 Section 4(2)(e)**

**Title No. 186073/23**

**LEASE**

DATE : May 29, 2024

LANDLORD : RAHIM SAMJI (ZULNIZ) of  
P.O Box 830 Dar es Salaam, Tanzania (Lessor)

**LETS TO**

TENANT : INDIGO PRINTER LIMITED of  
P.O Box 999 Dar es Salaam, Tanzania (Lessee)

PROPERTY : All that Godown 1 (Three) on Plot 25 (EP lot 20) Nyerere  
Road Dar es Salaam, Tanzania bearing Title No.  
186073/23 (the said property) and 2 No. Apartments.  
Approximately 1,332 sqm.

LEASE PERIOD : For 2 years (2) commencing July 1, 2024

USE ALLOWED : For lawful business of the tenant.

RENT : Tanzania Shilling 10,800,000/- Exclusive of VAT per  
month payable quarterly in advance by not later than the  
5th of the first month of the quarter.  
This rent shall prevail for two years.  
The Withholding Tax will be paid by the Lessee.

DEPOSIT : Three (3) Month Tsh. 33,615,000/- refundable upon  
Successful handover of premises to its original state

SERVICE CHARGE: Tanzania Shilling 405,000/- Per Month Exclusive of  
VAT subject to adjustment.

## LESSEE'S COVENANT

1. **PAYMENTS.** The LESSEE is to pay the Landlord:
  - 1.1 The quarterly (1/4 yearly) in advance during the lease period by not later than the 5<sup>th</sup> of the first month of the quarter – with postdated cheques on signing of this Agreement.  
  
And in making payments under this cause:
    - (a) The lessee to pay withholding tax at the prevailing rate, pay the same to the TRA and submit the receipt to the lessor promptly within a week.
    - (b) Value added tax (VAT), if payable, is to be added.  
  
Failure to pay rent on time shall attract a penalty of Tanzania Shilling 135,000/- per day.
    - (c) Any increase or introduction of new government taxes (viz Property Rates & Land Rents etc) relating to property shall be borne by the Lessee.
2. **UTILITIES AND SECURITY.** The Lessee shall be responsible for their respective consumption and Service Charge:
  - 2.1.1. Payment of all utilities, including water, sewerage, garbage collection, generator fuel service maintenance and common electricity, used in respect of the said property during the term of this agreement.
  - 2.1.2. Providing adequate security for the said property and all goods kept by the Lessee on the said property. The Lessee acknowledges and agrees that the Lessor shall not be held liable as a result of any theft damage or loss on the said property
3. **USE.** The Lessee is to comply with the following requirements as to the use of the said property and any part of it, and not to authorize or allow anyone else to contravene them.
  - 3.1.1. To use the said property only for the use allowed as stated above, storage and light manufacturing not hazardous or fire prone in any way;
  - 3.1.2. Not to do anything which might invalidate any insurance policy covering the said property or which might increase the premium
  - 3.1.3. Not to hold any auction sale in the said property;



- 3.1.4 Not to use the said property for any activities which are manufacturing, dangerous, offensive, noxious, illegal or immoral, or which are or may become nuisances or annoyance to the Lessor or the owner or occupier of any neighboring properties.
- 3.1.5. To comply with the terms of every Act of Parliament, order, regulation, by-law, rule, License and registration authorization or regulating how the said property is used, and to obtain, renew and continue any license or registration which is required.
- 3.1.6. The use shall be environmentally friendly and In compliance with the rules there under.
- 4 **ACCESS.** The lessee is to give the Lessor, or anyone authorized by him in writing, access to the said property on receipt of adequate prior request in writing.

4.1. For the following purposes:

- (a) Inspecting the condition of the said property, or how it is being used;
- (b) Doing works which the Lessor is permitted to do under clause 5.3 (c);
- (c) Complying with the statutory obligation;
- (d) Showing the said property to a mortgage or, during the last six months of the lease period, to prospective tenants;
- (e) Valuing the said property;
- (f) Inspecting, cleaning, or repairing neighboring property, or any sewers, drains, pipes, wires, cables serving the said property or any neighboring property.

4.2. And only on seven days written or verbal notice except in an emergency.

4.3. And during normal business hours except in an emergency.

**5. CONDITION.** The Lessee is to comply with the following duties in relation to the said property:

5.1. To keep in good substantial repair and condition the whole of the said property and to be responsible for all maintenance and repairs in connection with the interior of the said property including internal plumbing fixtures and fittings, glass window panels, screens, electrical fixtures, fittings, cutlets and furniture, fair wear and tear excepted.

5.2. But the lessee need not:

- a) Alter or improve the said property.



- b) Make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act of default of the lessee or its employees.

5.3. If the Lessee fails to do any work which this Lease requires him to do and the lessor gives him written notice to do it, the Lessee is to:

- (a) Start work within two months, or immediately in case of emergency, and
- (b) Proceed diligently with the work, or
- (c) In default, to facilitate the Lessor to do the work.

5.4 Not to make any alterations unless with the lessor's consent in writing (and the lessor is not entitled to withhold that consent unreasonably).

## **6. TRANSFER ETC.**

The lessee shall not transfer, sublet or share occupation of the whole or any part of the said property

7. **INSURANCE.** The Lessee agrees with the Lessor that:-

7.1. The Lessee shall insure his goods and the entire godown.

## **8. DAMAGE**

If the said property is damaged by any of the risks to be insured under Lessor's insurance and as a result of that damage the said property, or any of it, cannot be used for the use allowed.

8.1. The rent or fair proportion of it is to be suspended until the said property is fully restored.

8.2 If at any time it becomes apparent that the said property is unlikely to be fully restored within three (3) months from the date of damage, the Lessor (so long as he has not delayed the restoration) or the Lessee may end this lease by giving one month's notice to the other during the three months period in which case the unconsumed portion of the rent shall be refunded to the Lessee.

## **LESSORS'S OBLIGATIONS AND FORFEITURE RIGHTS**

### **9. QUIET ENJOYMENT**

While the lessee complies with the terms of this lease, the Lessor shall allow the Lessee to possess and use the said property without interference from the Lessor or anyone who derives title from the Lessor or any trustee of the Lessor.

### **10. OTHER MATTERS.**

- 10.1. The lessee is to give the lessor a copy of any notice concerning the said property or any neighboring property as soon as he receives it;
- 10.2. The Lessee is to allow the Lessor, during the last three (3) months of period, to fix notice in reasonable position on the said property announcing that it is for sale or to let;
- 10.3. The Lessee is not to apply for planning permission relating to the use of alteration of the said property unless the lessor give written consent in advance, which shall not be unreasonably withheld.
- 10.4. The Lessee shall be responsible for payment of registration (if required)/ stamp duty on this Lease and its counterpart. The Lessee shall also pay legal fees involved

### **11. FORFEITURE AND RE-ENTRY**

11. This lease comes to an end if the Lessor forfeits it by entering any part of the property, which the Lessor is entitled to do whenever:

- (a) Payment of any rent is not made on the stipulated date. Timeous payment of rent is the essence of this lease agreement.
- (b) The Lessee has not complied with any of terms in this Lease after given due notice;
- (c) The Lessee goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it.
- (d) The Lessee hereby gives to the Lessor irrevocable power and authority without any recourse to the Lessor to enter the said property with or without permission of the lessee on the expiry of the notice period referred to hereunder or on the expiry of the lease period referred to above and / or breach of any Lessee`s covenants herein and remove all the possession of the lessee with a view to securing vacant possession of the said



property. The Lessor shall act as agent of the Lessee and shall not be liable for any loss or damage suffered by the lessee howsoever caused as a result of the Lessor exercising the power and authority given herein. For avoidance of doubt it is hereby expressly provided that the power to hold and sale any property of the lessee as a security for any outstanding rent or in satisfaction of any breach of the Lessee's covenants.

The termination of this lease under this clause does not cancel any outstanding obligation of the lessee.

## **12. RENEWAL CANCELLATION, END OF LEASE**

12.1. The Lessor (at his sole option and decision) may at or before the end of the lease period grant to the Lessee a new lease of the said property if:-

- (a) Not less than three(3) months before the end of the lease period the Lessee gives to the Lessor written notice that the Lessee wishes to enter into new lease of the said property, and
- (b) When the new lease is granted there is no subsisting breach of any of the Lessee's obligation.

12.2. The new lease shall be for a period of two (2) year and shall start immediately at the end of the present lease period with and subject to the same covenants and conditions as in this present lease except this present covenant for renewal and at a rent to be mutually agreed upon. The Lessee shall pay to the Lessor six (6) months rent in advance upon execution of the new lease.

12.3. During the lease period, either party may cancel this lease by giving the other at least three (3) months written notice of its intention to terminate.

12.4. When this lease ends the Lessee is to return the property to the lessor leaving it in the state and condition in which this lease requires the Lessee to keep it, wear and tear excepted.

12.5. (If the Lessor so requires) the lessee shall remove anything the Lessee fixed to the property and make good any damage which that causes.

12.6. This agreement is the sole agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreement, negotiations, discussions, understanding, written or oral or any memorandum of agreement signed by the parties. Except as expressly provided in this agreement, there are no representations, warranties, conditions other agreement or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this agreement. The execution of this agreement has not been induced by,

nor do either of the parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this agreement

**13. GENERAL.**

13.1. The Lessor includes the person who, at any particular time, has the right to receive rent under this lease

**LESSEE.**

13.2. The Lessee includes the person who, at any particular time, is given the right by this lease to occupy the said property

**LAW AND JURISDICTION**

13.3. This Lease shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

**HEADINGS**

13.4. The headings do not form part of this lease.

AS WITNESS the parties have executed this lease the day and year first above written.

SIGNED AND DELIVERED by the said  
**RAHIM SAMJI (ZULNIZ)**

Who is known to me personally identified

To me by.....

The latter known to me personally

In my presence in Dar es Salaam

this..... day of.....

CERTIFY that this is a true copy of the original  
day of 20  
KIMOSOP TITO K. ADVOCATE  
P. O. Box 52245 - 00100, NAIROBI

*Rahim*

KIMOSOP TITO K.  
ADVOCATE  
P.O. Box 52245 - 00100  
NAIROBI

Signature: .....  
Postal address: P.O. Box 34592, Dar es Salaam  
Qualification: ADVOCATE



Sealed with common seal of

Indigo Printers Ltd

And delivered in the presence of  
us this day of *date*

Signature.....  
Address: P.O Box Dares Salaam  
Qualification: Director



Signed: *X*.....  
Address P.O Box Dar es Salaam  
Qualification: Director/ Secretary



IN WITNESS WHEREOF this lease has been duly executed the day and year herein before  
written.



**GUARANTEE AND IDEMUNITY**

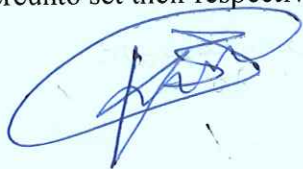
We INDIGO PRINTER LIMITED and KANTIBHAI K HAJARI (together "the Guarantors") being the directors of the Lessee and having requested the lessor to grant to the Lessee this lease agree to be an additional party to the lease herein between the lessor and the lessee.

**WITNESSETH:-**

In consideration of the demise herein- before contained being made at the request of the Guarantors by the Lessor the Guarantors hereby agree with the guarantee to the Lessor that all times so long as the term hereby granted is vested in the lessee, the lessee will pay the rent hereby reserved and all other sums and payments herein covenanted to be paid by the lessee at the respective times and in the manner herein before appearing for payment thereof and will also duly perform , observe and keep all obligations and stipulations on the Lessee`s part herein contained and the guarantors will as principal pay and make good to the the Lessor all losses costs and expenses sustained by the Lessor through the default of the Lessee in respect of any of the before mentioned matters PROVIDED ALWAYS that no neglect for forbearance of the lessor in endeavoring to obtain payment of the the said rent and payments as and when the same become due nor any delay by the lessor in taking steps to enforce performance or observance of any obligations or stipulations on the lessee`s part herein contained or at any time which may be given by the lessor o the lessee shall release or in any other way lessen or affect the liability of the guarantors under this guarantee.

IN WITNESS WHEREOF the guarantors have hereunto set their respective hands the day and year first herein before written.

Signed by the Guarantors the said  
KANTIBHAI KARAN HAJARI



And  
In the presence of:  
JESSIE VICTORIA MSONJA  
P.O. Box 34592, DSM  
Advocate



