

**THE LAND ACT, No.5 OF 1999**

**LEASE AGREEMENT**

**BETWEEN**

**NEEMA NDERASIO MTEI**

**AND**

**MTEI EXPRESS COACH LIMITED**

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**FOR THE LEASE OF A PROPERTY (GODOWN) SITUATED IN KWA FATHER BABU ROAD, LEVOLOSI IN ARUSHA, WITHIN ARUSHA REGION, TANZANIA.**

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**DRAWN BY  
STONEHILLS ATTORNEYS,  
Plot No 116/1, Block 21, Soweto Road,  
P.O.Box 16844,  
Arusha.**

## LEASE AGREEMENT

THIS LEASE is made this 20<sup>th</sup> day of November 2023

### **BETWEEN**

**NEEMA NDERASIO MTEI** adult natural person residing in **Arusha** and whose Postal Address is 14320 Arusha, Tanzania (hereinafter referred to as the '**Landlord**')

### **AND**

**MTEI EXPRESS COACH LIMITED**, a duly registered limited liability company having its registered office in Arusha and whose Postal Address is 14320, Arusha Tanzania, (hereinafter referred to as '**Tenant**');

### **THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In **CONSIDERATION** of the rental charges herein contained and the activities that are to be conducted by the Tenant hereinafter reserved and the Tenant's covenants hereinafter contained or implied and to be performed and observed by the Tenant, the Landlords hereby demises onto the **Tenant, the premises(Godown) located in Kwa Father Babu Road, Levolosi in Arusha**, within Arusha Region respectively **TOGETHER** with all improvements made thereon (hereinafter referred as "**the demised premises**") TO Hold the same unto the **Tenant** for the period of **FIVE (5) years, commencing on the 21<sup>st</sup> day of November 2023 to 21<sup>st</sup> day of November 2028.**

### **THE PROPERTY:**

- a) Land (GODOWN) situated in FATHER BABU ROAD, LEVOLOSI in Arusha, Arusha Region.

### **DURATION:**

2. The **Tenant** shall **HOLD** the demised premises given free from any encumbrance for uninterrupted period of **Five (5) years** effective from the **21<sup>st</sup> November 2023 to the 21<sup>st</sup> day of November 2028.**

**RENT PAYABLE AND OTHER PAYMENTS/DEDUCTIONS TO BE MADE:**

3. The parties hereto accept and agree to be bound with the terms and conditions set herein during and for the whole tenancy period stated in Clause 2 hereinabove and further accept and agree that the **Tenant** SHALL pay to the **Landlord** monthly rent of **Tshs 800,000** inclusive of VAT, in accordance with and as per the terms and conditions contained herein below.

4. The agreed rent SHALL be paid two years in advance, commencing from 1<sup>st</sup> January 2018 and if the said day is not a business day immediately on the next business day after that day.

5. The **Tenant** shall deduct a 10% withholding tax (or any other percentage as per the law in force ) from the rental sum/amount given to the Landlord; the tenant shall henceforth remit the deducted amount to the Tanzania Revenue Authority and the receipts for the said remit shall be furnished to the Landlord.

**THE TENANTS COVENANTS:**

**6. THE TENANTS' COVENANTS WITH THE LANDLORD as follows:-**

- a) To use the premises in accordance with the regulations set by the Arusha District or as per the requirements of the law in force. For avoidance of doubt, the **Tenant**

shall use the demised premises for operations of its businesses. The Landlord or its agent or any other person under the authority of the Landlords shall cease to operate any business on the demised premises;

- b) To apply for or cause operation application to be made at all proper times to the relevant licensing authority and to use its best endeavors to obtain the grant or renewal of any certificates and licenses necessary for using and keeping open the demised property during the tenancy as a fully licensed Tour Operator;
- c) To keep the demised property insured at all times throughout the tenancy period in the joint names of the **Landlord** and the **Tenant** as the beneficiaries from any loss and or damage by fire or otherwise and to produce to the **Landlord** or its agents on demand the several policies of such insurance to be forthwith laid out in rebuilding and reinstating the demised property;
- d) At all times during the said term to keep the demised premises including all doors, walls, windows, water taps, baths, internal sanitary apparatus, electrical light fittings and other fixtures and fittings of the **Landlord** in good and **Tenantable repair**.
- e) Not to make any alteration or additions to demised premises without the written consent of the **Landlord** such consent not to be unreasonably withheld save for branding the business of the Tenant on the demised premises. The **Tenant** shall be responsible to do minor repairs and maintenance of the property during the tenancy period.
- f) On the determination of the tenancy if so required by the Landlord to leave such of the **Tenant's** own trade fixtures fittings in **good condition** on the demised property free of cost.

- g) To pay all water, telephone, lighting charges, sanitary conveyance and other charges, whatsoever which or may arise from the day of taking possession by the **Tenant**. All such charges prior to the commencement of the agreement will be borne by the Landlord,
- h) To permit the **Landlord** or their agent at all reasonable times and with prior notice (of not less than **15 days**) during the said term of tenancy with or without workmen or others to enter upon demised premise for the purpose of inspecting or maintaining such premises or of doing any other act therein which may be necessary or desirable for the purpose of improving the demised property.
- i) Not to do or permit or suffer to be done upon the demised premises, anything which may be a nuisance or annoyance to, or in any way interfere with quiet enjoyment and comfort of neighbors;
- j) **The Tenant** shall be permitted to sublet any portion of the premises to any person provided that at the time of such assignment or sublease the **Tenant** shall not be in default in the performance and observance of the obligations imposed in this agreement save the tenant shall obtain written consent from the landlord which shall not be unreasonably withheld.

#### **THE LANDLORD'S COVENANTS:**

#### **7. THE LANDLORD COVENANTS WITH THE TENANT as follows:-**

- a) To permit the **Tenant** to quietly possess and enjoy the demised premises entirely during the term created without any unnecessary interruption for or by the **Landlord**.

- b) That the Landlord **SHALL** be and remain responsible to settle all outstanding bills and or charges on the premises until 21st November 2023.
- c) That the Landlord **SHALL** be and remain responsible to settle all Land rents and property taxes and such other payments, outstanding bills and or charges to the government on the premises during the tenancy period until 21st November **2028**.
- d) That in the event the Landlord wishes to sale the demised premises then the Tenant **SHALL** have the first right of refusal to purchase the demised premises from the **Landlord** at the going market rate who then shall have become the owner of the premises. Henceforth the Tenant reserves the right of first option in receiving an offer to purchase the demised premises at the market value of the property if/when the Landlords decides to sell.
- e) That the Landlord shall handover original title of the demised property to the Tenant for registration of this lease agreement then the original title shall be returned to the **Landlord..**

**6. THE LANDLORD'S AND TENANT'S MUTUAL COVENANTS:**

**6.1 THE LANDLORD AND TENANT MUTUALLY AGREE AND DECLARE as follows:-**

- a) That the Tenant **SHALL** deduct 10% (or any other percent as per the law inforce) **WITHHOLDING TAX** from the annual rent payable and shall accordingly remit the same to Tanzania Revenue Authority **and the receipts for which shall be furnished to the Landlord.**

- a) That the Landlord shall give the demised premises to the Tenant free from any liability or claim and that the Land covenants that there is no any claim against the property from any third party. The Landlord shall indemnify the Tenant against any loss or damage suffered as a result of any claim or action in relation to the demised property with respect to any liability arising before the commencement of the lease.
- b) That if any of the parties hereto wishes to terminate this Agreement it shall issue a notice of not less than **Six( 6) calendar months** and the other party (over and above receipt of the notice ) shall have a claim against the terminating party and be entitled to the payment of damages for the remaining period.
- c) That if the **Landlord** shall be desirous of changing the lease of the demises premises after the expiration of the hereby created, the **Landlord** shall deliver to the **Tenant** notice in writing not less than six (6) calendar months before the expiration of the term hereby created.
- d) **The Landlord** may grant to the **Tenant's** a new lease of the demised premises for **any further term** to commence after expiration of the term hereby created on the **terms and conditions** and as such rent as may be the mutually agreed between the **Landlord and the Tenant**.
- e) **That the Landlords will NOT** have the right to terminate this lease in whole or in part unless **in the following events;**
- i. Failure by the **Tenant** to comply with the conditions set out to this lease;
  - ii. If the **Tenant** is declared bankrupt, insolvent or goes into liquidation or put under receivership.

- iii. The abandonment of the concession /lease premises by the **Tenant** without notice or giving reasons thereof.
- f) If the **Tenant** has no intention of renewing the lease the **Tenant** shall deliver to the **Landlord** in writing not less than **six (6) month** notice of such intention.
- g) That in the event where any of the previous Tenants have any claim to the subsistence of this Agreement, such claim shall be refunded by the Landlord.
- h) That all disputes arising out of or relating to the performance of this lease which cannot be settled by mutual agreement of the parties hereto shall be submitted to a single Arbitrator appointed in accordance with the provisions of the Arbitration Act, 2002 RE, Cap 15 of the Laws of Tanzania. The Arbitration shall be held at a place in Tanzania to be chosen by Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction.
- i) That any notice required to be served by the parties hereto shall be sufficiently served to the **Tenant** if left addressed to the **Tenant** and sent by dispatch or registered post via Post Office Box 7285, Arusha, Tanzania and shall be sufficiently served on the Landlords if addressed to it and sent by dispatch or registered post via **Post Office Box 7285 Arusha**
- j) In the event of the demises premises or any part thereof being damaged or destroyed by fire during the continuance of the term hereby created so as to render them unfit for occupation, the Landlords will until such time as the demised premises shall be structurally fit for occupation, allow the Tenant a total proportionate abatement of the rent hereby reserved as the case may be.

## **7. MISCELLANEOUS:**

### **7.1 AMENDMENTS.**

This Agreement may not be amended, altered or modified except by written instrument duly executed by the parties hereto.

## **7.2 ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements and understandings, written and oral, among the parties with respect to the subject matter thereof.

## **7.3 ASSIGNABILITY.**

This Agreement is and SHALL NOT be capable of assignment.

## **7.4 INTERPRETATION.**

When reference is made in this Agreement to any, clause, Exhibit or Schedule, such reference is to such clause, Exhibit or Schedule of this Agreement unless otherwise indicated.

## **7.5 HEADINGS**

The headings and sub headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this, Agreement.

## **8. IRREVOCABILITY, SEVERABILITY AND BINDING EFFECT**

**8.1** This Lease is irrevocable for the full term hereof, that parties' obligations under this Agreement are absolute and shall continue without abatement and regardless of any inability to use, occupy ,operate, conduct or carry out business on the demised premises or any part thereof because of any reason including ,but not limited to (a) war ,(b) act of God,( c) governmental regulations ,(d) destruction ,(e) obsolescence, or (f) termination by operation of law or any other cause. The provisions of this

Agreement are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Agreement inures to the benefit of and is binding on the successors or permitted assigns of the parties hereto.

8.2 The provisions of this Agreement are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal.

8.3 The individuals signing this Agreement or any schedule for and on behalf of any of the parties personally warrant that its seal, his signature is legally binding.

**9.0 GOVERNMENT LAW.**

This Agreement shall be governed by the Laws of Tanzania

**IN WITNESS WHEREOF** the parties hereto have executed these present in the manner and respective dates hereinafter appearing.

**SIGNED and DELIVERED** by the said  
**NEEMA NDERASIO MTEI** who is personally  
known to me/introduce to me by.....  
the later being known to me personally  
this.....<sup>21<sup>st</sup></sup> day of Nov.....2023}

 x

**LANDLORD**

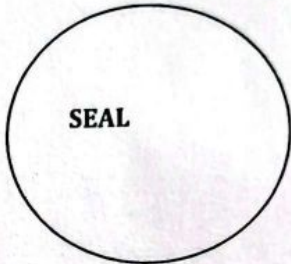
**BEFORE ME**

**NAME:**..... Said A. Saidi  
**OCCUPATION:**..... ADVOCATE  
**ADDRESS:**..... 16844 Arusha  
**SIGNATURE:**..... 



SEALED with the COMMON SEAL of MTEI EXPRESS COACH LIMITED in our presence

This ..... day of..... November 2023



Full Name: FELIX MBERASIO MTEI

Signature: [Handwritten Signature] x

Designation: DIRECTOR

Full Name: CHARLES MBERASIO MTEI

Signature: [Handwritten Signature] x

Designation: DIRECTOR

BEFORE ME

NAME: SAID A SAIDI

OCCUPATION: ADVOCATE

ADDRESS: 16844 Arusha

SIGNATURE: [Handwritten Signature]

