

## LEASE AGREEMENT

THIS AGREEMENT is made this...<sup>1<sup>st</sup></sup>..... day of ~~SEPTEMBER~~ 20.24

### BETWEEN

**FATHIYA ABDUL ABAS** of Post Box 25016, DAR ES SALAAM (hereinafter referred to as “**Landlord**”) and its successor in title on the other part which expression shall include and extend to persons deriving title under the Landlord its successors and assigns) of one part;

### AND

**GSG ENERGIES TRANS LIMITED** of Post Box 7831, DAR ES SALAAM (hereinafter called “**The Tenant**” which expression shall, where the context so admits, include his successors and assigns in title) of the other part.

**WHEREAS** the Landlord is desirous of letting to the Tenant the premises more particularly described in clause 1 hereunder and the **TENANT** is willing to rent such premises on the terms and conditions stipulated hereinafter.

### AND THE PARTIES HERETO COVENANT AS FOLLOWS: -

#### 1. DEMISED PREMISES:

IN CONSIDERATION of the rent hereinafter reserved and the landlord **DOTH HEREBY LEASE TO** the Tenant “a piece of land (**YARD**) located at **Plot No. 246, 247, 248, 249, 251 & 257, KIZIZA in KIGAMBONI Municipality - DAR ES SALAAM**, . (hereinafter called “the **Demised Premises**”).

#### 2. TERM:

The term of the lease shall be commencing on the **01<sup>th</sup>** day of **September, 2024** to **30<sup>th</sup> March, 2025** with option for termination or renewal following one month notice prior to expiry date of the contractual period, with the same or different terms and conditions.

#### 3. RENT:

The rent shall be the sum of **Tshs. One million Five Hundred Thousand only (1,500,000/=** per month withholding tax inclusive) , failure, at any time, and for whatever reason, to pay the said rent for one month shall constitutes a material breach thus renders this agreement null and void.

#### 4. TENANT OBLIGATIONS:

##### 4.1 PAYMENT:

- (i) The Tenant shall pay a six month of Tshs. **NINE MILLION only (9,000,000/-)** rent at the signing of this agreement
- (ii) To pay rent on its due date without any formal demand to designated Account as provided by the Landlord.
- (iii) Payment by way of deposit of one month’s rent as security for the due performance of the lease covenants and obligations under this lease. Such deposit shall be refundable on the expiration of the lease period but at no interest and subject to the Landlord’s right to offset against it any amount lawfully owed to it by the Landlord.
- (iv) Payment of service charge of **TSHS. Three Hundred Thousand (300,000/-)**. The payment for service charges shall cover the cost of General Security for the entire building, General common area cleaning

and maintenance, Waste disposal and corresponding payments to service provider, to hire, discharge and supervise all General workers necessary for common area cleaning and maintenance, and Power supply to common areas.

- (v) To pay other charges on demand from the Landlord.

#### **4.2 USE:**

The Tenant shall comply with the following requirements as to the use of the Demised Property and any part of it.

- (i) Not to use the Demised Premises otherwise than for **YARD PURPOSE**.
- (ii) To keep in tenable repair the Demised Premises and to reimburse the landlord the cost of any special cleaning necessitated by reason of having allowed the demised premises to become dirty and verminous.
- (iii) To keep the Demised Premises well and sufficiently cleaned.
- (iv) Not to store, bring upon the demised premises or building any articles of combustible inflammable or dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building.
- (v) Not to suffer in the demised premises or any part thereof any act or matter of anything whatsoever which may be or may cause annoyance or nuisance to neighbors or occupiers of adjoining apartment/premises.
- (vi) Not to use the demised premises to keep any animal, fish, reptile, dogs or birds anywhere on the demised premises that may be dangerous to the neighbors.
- (vii) Not to commit any waste and in particular to make every effort to reduced consumption of water and electricity wherever possible.
- (viii) Keep all sewerage pipes, water taps and drains within or serving the apartment/premises free from obstruction or blockage;

#### **4.3 UTILITY:**

The Tenant shall bear, pay and discharge bill for electricity consumed during the lease period.

#### **4.4 SUBLEASE AND ASSIGNMENT:**

The tenant shall not sublet whole or any part of the demised premises or assign this agreement or part with the possession of the demised premises or any part thereof without the landlord's prior written consent which the landlord has an option of either accept on the same terms and conditions or on different terms and conditions or to refuse in total.

#### **4.4: ACCESS:**

To permit the Landlord and his respective agents, workmen with all necessary appliances, at all reasonable times upon the Landlord giving reasonable notice to the Tenant (except in case of emergency) enter into the Demised Premises for the purposes of examining the condition of the Demised Premises or do some repairs, alterations, valuation or the like for the purpose of making the Demised Premises tenable.

#### **4.5: CONDITION:**

- (i) Not to make internal or structural alteration, repair, change or to remodel or to make additional improvements shall be conducted in the Demised Premises without the prior written consent of the Landlord, the landlord shall not withheld consent unreasonable. However, if the Tenant cause any damage to demised premises, shall be liable to reimburse the landlord for a damaged done to demised premises, or to the fixtures and fittings. ( except for tear and wear)
- (ii) Not to fix or install any signage pole, mast, dish, wire (whether in connection with telephone, TV) on the exterior / interior of the building without the Landlord consent, which shall not be unreasonably withheld or delayed.

#### **4.6: NOTICE OF DEFECTS**

Upon becoming aware of the same to give notice to the Landlord of any defect in the demised premises which might give rise to an obligation on the Landlord to do or refrain doing any act or thing in order to comply with the provisions of this lease or duty of care imposed on the Landlord pursuant to any law.

#### **4.7 HOLDING OVER**

While for any reason the tenant occupies the leased premises and the Landlord disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the Tenant shall continue to pay an amount equivalent to the total rent provided for in this lease. If the dispute is resolved in favour of the landlord the payments made and received in terms of this lease shall be deemed to be amounts paid by the Tenant on account of damages suffered by the landlord by reason of the unlawful occupation or holding over by the Tenant.

### **5. THE LANDLORD'S OBLIGATIONS, FORFEITURE AND RIGHT OF ATTACHMENT:**

#### **5.1: QUIET ENJOYMENT:**

The Tenant paying all the rents hereby reserved in the manner and within the times stipulated, then the Landlord shall not subject the tenant or its servants, officers or employees to any annoyance or nuisances and the tenant shall be entitled to enjoy quiet possession of the Demised Premises.

#### **5.2: INSURANCE:**

The Landlord agrees with Tenant (subject to a fair and proportional Contribution.)The Landlord is to keep the Demises Premises insured against fire except for the Tenant's personal property.

#### **5.3: TAX:**

To pay all outgoing, taxes, service charges and other charges payable in respect of the demised premises, during subsistence of this lease.

#### **5.4: SERVICE:**

- (i) To keep the Demised Premises in good and tenantable repair and condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use of the Demised Premises.
- (ii) The landlord shall take all precautions that shall include installation of the fire extinguisher equipment and the Tenant shall be responsible for maintaining those fire extinguishers equipments.

#### **5.5. EXCLUSION OF CLAIMS**

The Tenant shall have no remedy against the landlord and for any interruption in the supply of water, electricity, or any other service howsoever caused, including but without limiting the generality of the foregoing, any interruption due to any act which is beyond the landlord/ control or omission on the part of the landlord/ if in such case the landlord/ considers it necessary to enable it to exercise its rights under the Lease Agreement

#### **6. PROVIDED ALWAYS AND IT IS HEREBY DECLARED** by the parties to these presents as follows:-

- 6.1 . The tenant shall in addition have the right in common with the other tenant in the demised premises having a similar right of using the entrances, landing, courtyard, terraces, passages and corridors.
- 6.2 The provision of this lease may be amended from time to time by the parties and such modifications as the Landlord and Tenant agreement shall be in writing and supplemental to this lease.
- 6.3 This lease may by the consent of both parties be renewed for a similar or other period. The intention to renew may be communicated by either party one month before the expiry of the term.
- 6.4 This lease shall be terminated on the expiry of the lease term or If any covenant on the tenant's part herein contained shall not be performed or observed, and the Tenant fails or neglects to rectify such breach within one month, after receiving a written notice from the Landlord specifying the same, then it shall be lawful for the Landlord at any time thereafter to reenter upon the said Demises Premises or any part thereof in the name of the whole and this tenancy agreement shall absolutely determined, but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.
- 6.5 The Tenant shall be responsible to pay for any eviction done, due to his failure to deliver vacant possession after expiration or termination of this lease, including the costs of hiring of Debt Collectors or Court broker and any other related costs.
- 6.6 The monthly rent hereby reserved is liable to be increase or decrease as the case maybe by the Landlord by giving to a Tenant one months' notice.
- 6.7 Any notice to be given under this lease term may be given by sending the same by post, by the quickest mail available, by hand addressed to the party concerned and its last official address as provided in this agreement.
- 6.8 Stamp duty, registration charges and other expenses in connection with the preparation of this lease shall be borne by the tenant.

## **7 . DISPUTE RESOLUTION**

If any dispute, difference or question shall arise between the landlord and the tenant touching on any clause at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall first be settled amicable between the parties. If the parties to this contract fail to settle amicable, any part is at liberty to refer the matter to the Arbitrator in accordance with and subject to the provisions of the Arbitration Act [Cap. 15] of the laws of the United Republic of Tanzania.

## **8. INTEGRATION.**

This Agreement, including *List of Inventory* attached as **annexture "A"** and Tenant Information Form as **Annexture B**, which forms part and parcel of this lease and shall be read together with this lease agreement and sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are superseded by this agreement. This is an integrated agreement.

## **9 GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the laws of the United Republic

IN WITNESS WHERE OF the parties here to have executed these presents in the manner and the date and year herein below appearing.

SEALED and DELIVERED by FATHIYA ABDUL ABAS who is known to me personally/identified to me by MUNAJAMA CHAGAY the 18 later being known to me personally this 18 day of the month of 9 the year 2024

LANDLORD

**WITNESSED BY:-**

Full Name: HAMZA MIKIDADI MATONGO  
Signature: [Handwritten Signature]  
Postal Address: 42224 Dsm  
Designation: **ADVOCATE**



SEALED and DELIVERED on behalf of the said GSG ENERGIES TRANS LIMITED by ISMAIL ELAZHARI ABDELGADIR ELAGIB who is known to me personally/identified to me by MUNAJAMA CHAGAY the later being known to me personally this 18 day of the month of 9 the year 2024

TENANT

**WITNESSED BY:-**

Full Name: HAMZA MIKIDADI MATONGO  
Signature: [Handwritten Signature]  
Postal Address: 42224 Dsm  
Designation: **ADVOCATE**

