

**THE LAND ACT (No. 4, 1999)
THE LAND REGISTRATION ACT
(CAP. 334 R: E 2002)**


Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 22/11/2024

This Commercial Lease Agreement (Lease) is entered into on this 1st day of November 2024 by and between

Tanzania Road Haulage (1980) Limited, a company incorporated under the Companies Act 2002 of the laws of the United Republic of Tanzania whose address is: P. O. Box 21493 Dar es Salaam, Tanzania - (Landlord)

AND

Tasty Biscuits Tanzania Limited - a company incorporated under the Companies Act 2002 of the laws of the United Republic of Tanzania whose address is: P. O. Box , Dar-es-Salaam, Tanzania - (Tenant).

Landlord is the owner of land and improvements situated on: Plot No 7 and 8 Kigamboni, Vijibweni Area, Dar-es-Salaam. Landlord desires to lease the Premises to Tenant and Tenant desire to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein. The premises is currently undergoing construction and the lease will be in force upon obtaining Occupancy Certificate by the Landlord.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. **Term:** The Initial Term of the Lease shall be for 3 years.
2. **Rent:**
 - a) **Amount of Rent** - Commencing with a monthly rent of US Dollars \$2,000/- (US Dollar Two Thousand only) excluding VAT from date of occupancy. The said rent payable in advance at the beginning of every month on or before 10th of the month, without any deductions except such deductions as may be so deductible as may be as prescribed by statute from time to time.
 - b) **Rent Adjustments:** On each annual anniversary of the Rent Commencement Date, Base Rent then in effect shall be increased by a percentage not less than 10 (Ten) percent.
 - c) The Tenant shall, before taking occupation of the Premises and within seven (7) days after signature of this Lease by the Landlord, pay one month's rent as Deposit to the Landlord. The Deposit shall be retained by the Landlord as security for the due compliance by the Tenant of all its obligations in terms of this Lease (including any termination thereof). The Tenant shall not be entitled to set off against the deposit any rent or other amount payable by it.

The Deposit shall be refunded to the Tenant by the Landlord within thirty (30) days of the termination of this Lease provided that the Landlord may deduct from the Deposit any amount which is payable by the Tenant to the Landlord; if such amount is in dispute, the Landlord may retain the Deposit until such time as the dispute is resolved, notwithstanding that this Lease has terminated.

3. Default by Tenant:

- a) In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default.
 - b) In the event Tenant, after exercise of the Option, fails to proceed with the payment of the of the rent of the Leased Premises to the terms and provisions as under the agreement; Landlord is entitled to offset the outstanding rent and additional charges against the Tenant's other account held by the Landlord or any associate company of the Landlord.
 - c) Landlord shall be entitled to charge interest at the governing bank rate on the balance amount.
 - d) In the event that the Tenant shall fail to cure or offset the account within the time allowed under this agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises.
 - e) Landlord shall have, in addition to the remedy above provided, use any other right or remedy available to Landlord on account of Tenant default, either in law or equity.
- 4. Use of Leased Premises:** Tenant shall use the Leased Premises exclusively for its commercial purposes. Tenant shall comply with all the by-laws, rules and regulations of the Government or Local Authority affecting the business of the Tenant and to obtain or cause to be obtained all authorizations to carry on its business at the Leased Premises. Tenant will not violate be caused or allowed to be caused of violation of Environmental Compliance.
- 5. Prohibited Uses:** Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substances, chemicals, things or devices.
- 6. Sublease and Assignment:** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.
- 7. Repairs:** During the Lease term, Tenant shall make, at Tenant's expense, all necessary repair and development to the Leased Premises. Repairs and development shall include such items as routine repairs of land and other parts of the Leased Premises damaged or worn through normal occupancy.

8. **Alterations and Improvements:** Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel and make additions, improvements and replacements of any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install, trade fixtures, equipment and other temporary installations in and upon the Leased Premises. All trade fixtures and temporary installations whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.
9. **Insurance:** Tenant shall maintain fire and extended coverage insurance on the Leased Premises in such amount as Landlord shall deem appropriate. If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
10. **Utilities:** Tenant shall pay all charges for water, sewer, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease.
11. **Entry:** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.
12. **Quiet Possession:** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.
13. **Notice:**
- a) This lease agreement may be terminated by either party giving thirty (30) days' notice of its desire to terminate the lease agreement and the lease shall terminate on the expiration of the notice so given. Any rent paid in advance for any period beyond the period of notice shall be refunded to the Tenant within thirty days from the date of termination.
 - b) The Tenant should give notice of at least one month before the expiry of the term hereby created to the Landlord expressing his (Tenant's) intention whether or not to renew the lease for a further term. In the absence of which, the lease shall be terminated on expiry date.
 - c) Upon expiration of the notice period the Tenant shall hand over vacant possession of the premise and make immediate payments, if any, due to the Landlord.

- d) Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by mail to the address mentioned earlier in this agreement. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
- 14. Waiver:** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- 15. Headings:** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
- 16. Successors:** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.
- 17. Consent:** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.
- 18. Final Agreement:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SIGNED and DELIVERED at Dar-es-Salaam)
By the said _____)
For and on behalf of)
TANZANIA ROAD HAULAGE (1980) LTD.)
This 2nd day of November 2024)



Signature: [Signature]
P. O. Box 2/11/2024
Qualification: BOARD SECRETARY

WITNESS:
Signature: [Signature]
P. O. Box 21493
Qualification: Manager

SIGNED and DELIVERED at Dar-es-Salaam)
By the said SHAIK RASHID)
For and on behalf of)
TASTY BISCUITS TANZANIA LTD.)
This 2 day of NOV 2024)



Signature: [Signature]
P. O. Box 21493, DSM
Qualification: DIRECTOR

WITNESS:
Signature: [Signature]
P. O. Box 21493, DSM
Qualification: MANAGER (IT)

