

**THE REGISTRATION OF DOCUMENTS ACT
(CAP 117 R. E 2002)**

LEASE AGREEMENT

BETWEEN

M/s LINDI EXPRESS LIMITED

AND

M/S TANIND HAULAGE LIMITED

**FOR LEASE OF OFFICE NO 04 MEZZANINE 1,
ON PLOT NO. 123/50, SAMORA AVENUE,
DAR ES SALAAM**

Dated this 1ST Day of November 2023



A handwritten signature in black ink, consisting of a stylized 'M' followed by a dot.

LEASE AGREEMENT

Made this 1ST Day of November 2023

1. PARTIES TO THE AGREEMENT

- 1.1 **M/S LINDI EXPRESS LIMITED**, a limited liability company incorporated in Tanzania under the Companies Act No. 12 of 2002 of P.O. Box 5373, DAR ES SALAAM (hereinafter referred to as "the LESSOR", (which term shall, where the context admits, include its principal, administrators, executors and agents of owners) on one part;

AND

- 1.2 **M/S TANIND HAULAGE LIMITED** of P. O. Box 11336, DAR ES SALAAM (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.

2. PREAMBLE

- 2.1 **WHEREAS**, the LESSOR is the vendor of all that premises known as **Office No 04 Mezzanine on Plot No. 123/50**, at **Samora Avenue, Dar es Salaam**. (Hereinafter referred to as "the demised premises").
- 2.2 **WHEREAS** the Lessee is desirous of leasing the demised premises and the Lessor has accepted the offer of the Lessee, on the terms and conditions provided hereinafter;
- 2.3 **AND WHEREAS** both Lessor and the Lessee have had adequate cooling off period, to reflect on the terms and conditions contained and now require a formal agreement to move forward:

NOW THEREFORE THIS COVENANT IS CONSUMMATED AND WITNESSED AS HEREIN BELOW

3. DEFINITION AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following words, explanations and or expressions shall have the meaning assignment to them as herein below:-

- 3.1 **"Agreement"** means this Lease Agreement, between the Lessor and the Lessee as described herein;
- 3.2 **"Amount Outstanding"** means any amount outstanding under this Lease Agreement and shall constitute rental arrears, taxes and other expenses incidental to and incurred during the execution of this Agreement;
- 3.3 **"Rent Charges"** means the agreed rent this Agreement;
- 3.4 **"Undertaking"** means the parties herein promise to perform all obligations as specified in this Agreement;
- 3.5 **"Terms and Conditions"** means all the clauses contained in this Agreement;
- 3.6 **Words importing the Singular:** Include the Plural and vice versa and references to articles, are references to articles to this Agreement;



- 3.7 **Reference to any person:** Includes the persons /s duly assigned by persons shall include companies;
- 3.8 **Headings and Subheadings as References Only:** The headings in this Agreement are of reference only and do not affect the construction of any terms and provision thereof;
- 3.9 **Invalidity of any Clause:** In case any one or more of the provisions of this Agreement shall, for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provisions thereof and the said invalid, illegal or unenforceable provision shall be deemed never to have been contained therein. In event of such invalidity, illegality or non- enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legal and enforceable provision.

4. REPRESENTATION AND WARRANTIES BY BOTH PARTIES

- 4.1 The Lessee represents that:-
- it is a competent legal body with capacity to contract, sue and be sued;
 - during the term of this Agreement will comply with the laws, rules and regulations of Tanzania. Further states that will not use or cause to be used the demised property for any unlawful activities;
 - Agrees to indemnify, defend and hold the Lessor harmless from and against any and all liability, damage, loss, cost or expense, including attorneys' fees, incurred as a result of Lessee's breach of its warranties, terms and conditions of the contract.
- 4.2 Each Party hereby represents and warrants to the other that:-
- It has full power an authority to execute, delivery and perform its obligations under this Agreement and no limitation on its powers will be exceeded, as a result of its entering into this Agreement.
 - The execution, delivery and performance by it, of this Agreement and the performance of its obligations under this Agreement, have been duly authorized by all necessary action, corporate or otherwise.
 - This Agreement is legal, valid and binding, and is enforceable against it in accordance with its terms and conditions.
 - This agreement does not create any business relationship between the parties nor does it create an agency-principal relationship. Each party is Independent of its business and neither party can or should be held accountable for a misconduct of the other because of this agreement.
- 4.3 Each party represents and warrants that it shall perform and fulfill all of its obligations as created under this Agreement.



- 4.4 Each party acknowledges that it has accepted the terms and conditions of this Agreement in full and in reliance on the representations and warranties set out in this Clause 4 and does hereby acknowledge that the continuation of this agreement depend on the adherence to the terms and conditions contained herein.

5. LEASE PERIODS, RENEWALS AND TERMINATION

- 5.1 That, the Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of **ONE YEAR** commencing on the **1st November 2023** (Hereinafter called effective date) till **31st October 2024**.
- 5.2 That this agreement may be renewed at the discretion of the Lessor on similar or different terms and conditions. The Lessor is not bound to renew this agreement. The Lessor may decide otherwise at his discretion and is not bound to give reasons of his refusal to renew this agreement.
- 5.3 That, this lease may be terminated before expiration of its period by the Lessee provided that he issues **Three months'** notice to the Lessor and the Lessor may terminate the same upon giving a **Three months'** notice to the Lessee.
- 5.4 That, a notice of termination shall be in writing and shall be served on either party by registered mail at their last known address in the United Republic of Tanzania.
- 5.5 That, where this Lease agreement comes to an end by whichever way and the Lessee continue to stay in the demised premises, his stay shall be at the will of the Lessor. In this case, the Lessor shall be at liberty to take any action against the Lessee including evicting the Lessee from the demised premises without notice.
- 5.6 That where the Lessee defaults his obligations and/or leaves the demised premises closed and/or unattended for a period of 21 days without notice or reasonable explanation to the Lessor, the Lessor shall have the right to enter and take possession of the demised premises.

6. RENT, VALUE ADDED TAX (VAT), WITHHOLDING TAX AND STAMP DUTY

- 6.1 That the Lessor leases to the Lessee the Demised Premises at a rate of **United State Dollars Four Hundred Only (USD 400)** per month VAT inclusive, excluding 10% of the rent before VAT being withholding tax.
- 6.2 That, on signing of this agreement, the Lessee shall pay to the Lessor a sum of **United States Two Thousand Four Hundred Only (USD 2,400)**, being rent of the first **Four months** of the lease and two month after beginning of the contract the lessee shall pay the remaining **Six Month rent** and subsequent rents thereof shall be payable **Six months** period in advance.
- 6.3 That, the Lessee shall be responsible to pay for costs of the agreement including stamp duty.



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

- 7.1 To use the demised premises as **Office** premises of her permitted and licensed business operations.
- 7.2 To pay the rent but subject to deduction of 10% withholding tax payable at source to the Commissioner of Income Tax.
- 7.3 Not (without the previous consent in writing of the Lessor) to make any renovations, alterations or additions to the demised premises or to cut maim or injure any walls, structures, or timbers thereof.
- 7.4 In event where lessee shall require to make renovations, alterations or additions to the demised premises it shall be done through written consent from lessor under following terms:
 - i) Legal architect diagrams should be submitted for the alterations or additions to the demised premises approved by registered architect in The United Republic of Tanzania. That will be further consented by Lessor through written consent.
 - ii) All the Fees, Expenses, Legal Expenses, Statutory Fees, Consultancy Fees/Expenses, Insurance, Workmanship, Cost of Materials, Cost of Fixtures and Fittings arising due alterations or additions to the demised premises will be borne by Lessee
 - iii) Lessee shall comply with all the regulations at the Regional and National Level for necessary permits & Licenses for alterations or additions to the demised premises
 - iv) Lessee shall be liable for all Liability, Expenses and Loss arising due renovations, alterations or additions to the demised premises
 - v) Any such alterations or additions to the demised premises the product of such renovations, alterations or additions or fixtures to the demised premises shall become the property of Lessor. The Lessee shall have no right whatsoever to remove those fixtures or claim a refund thereof upon termination of this agreement.
 - vi) In the event of default due such renovations, alterations or additions to the demised premises, the Lessee shall be liable for all the cost/costs incurred by the Lessor on repairing/completing such alterations or additions to the demised premises. The Lessee shall be responsible to pay/compensate the Lessor for all costs incurred for additional structures in the demised premises or repair of the same even if this agreement terminates earlier than expected or agreed.
- 7.5 To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, etc, in good repair and tenable condition fair wear and tear excepted.



- 7.6 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 statutes 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.
- 7.7 Not to keep/Store or permit to be kept/Stored on the demised premises any Alcoholic Consumables/Beverages or any items, goods which are unlawful or not permitted by the law.
- 7.8 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, Lessee shall shall comply the same out under his own expense within one week of receiving a notice to do so and certainly prior to vacating the premises
- 7.9 To use the demised premises for use and occupation as Office.
- 7.10 The Lessee shall keep the demised premises in clean and sanitarly complaint condition at all the times.
- 7.11 Lessee shall not to assign sublet, or part with possession of the demised premises without the written consent of the Lessor. In the case of any misdemeanors or breaches of the occupants shall be automatically imputed upon the Lessee 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.
- 7.12 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 tenantable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.
- 7.13 To be responsible for and to indemnify the Lessor against all damages caused to the demised or any part thereof, through negligence, recklessness and default by self or authorized agents.
- 7.14 To give notice of at least Three Month in advance before the expiry or separation of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term. In the absence of which the Lessor may choose to assume continuation of the existing lease for another period of six months at the new rental.



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

- 8.1 To pay all existing and future land rates taxes and outgoing in respect of the demised premises.
- 8.2 In any circumstances the Lessor shall not be liable for any loss, damage or theft to any belongings or injury or life of the Lessee and/or the occupants of the demised premises.
- 8.3 The Lessee shall be responsible for safekeeping/security and fire protection of his belongings in the demised premises.

9. BREACH OF COVENANTS

- 9.1 If the rent agreed or any part thereof shall, at any time remain unpaid for seven (7) days, after becoming payable (whether formally demanded or not) or if at any time thereafter the lessee is in breach of any of the covenant or condition referred in this lease, the Lessor shall have a right to enter and take possession of the premises or any part thereof and, upon such entry, the lease shall be terminated absolutely. And all goods left remained or abandon shall be considered as debris and shall be dumped in garbage yard at the cost of the Lessee.

10. COMMUNICATION AND NOTICES

- 10.1 Any notice or request or other communication required or permitted to be given or made under this Agreement to any party must be in writing. Such notice, request or other communication may be delivered by hand, airmail or facsimile to party's address specified below, or at such other address as such party notifies to the other party from time to time.

a) FOR THE LESSOR:

Managing Director
LINDI EXPRESS LIMITED
BOX 5373
SAMORA TOWER
DAR ES SALAAM

b) FOR THE LESSEE:

Managing Director
TANIND HAULAGE LIMITED
BOX 11336
abdallah@tanind-haulage.co.tz
info@tanind-haulage.cotz
DAR ES SALAAM

11. OTHER TERMS AND CONDITIONS

- 11.1 On submission of a request from the Lessor, the Lessee shall permit the Lessor or employees and agents of Lessor to inspect the demised premises at a reasonable time during office hours.



- 11.3 The Lessee undertakes not to store any fuel or combustible or dangerous materials on the demised premises.
- 11.4 The Lessor shall not be liable for any loss or injury to the Lessee, its employees, licensees or invitees caused by:
- i. Any defect in electrical fitting or plumbing caused by the Lessee.
 - ii. Any shortage of electricity or water.
 - iii. Water overflow from parts of the premises not in the lessee's occupation or control.
 - iv. Any burglary or theft.
- 11.5 The Lessee undertakes to give vacant possession on the expiry of this lease or its earlier termination, provided that the Lessee put the demised premises into the same condition it was in relation to any required repairs, painting, fixtures and fittings, locks and glass window frames.
- 11.6 Should the Lessor fail to fulfill any obligation or to perform any act which it was obliged to perform in term of any clause of this lease agreement, the lessee shall be entitled to but not obliged to fulfill such obligation or to perform such act for and on behalf of the end the Lessor shall be liable for all or any costs incurred by the tenant or as a consequence of such fulfillment or performance.
- 11.7 The Lessor shall have the right to change the business name of the building at any time and from time to time as it considers appropriate in its sole discretion provided that the lessee is given one hundred and eighty (180) calendar days notice in advance, and the Lessor shall not be liable for any losses or damages suffered by the Lessee arising from or incidental to such change or name. The Lessor may grant naming rights to another party, provided that such naming rights shall not be granted to an industry competitor of the Lessee.

12. FORCE MAJEURE

- 12.1 Each of the parties hereto shall be excused from the performance of its obligations by force majeure events occurring, and such excuse shall continue so long as the condition constituting such force majeure continues plus thirty days after termination of such conditions. For the purpose of this Agreement, force majeure events are defined to include causes beyond the control of the Lessor or Lessee or Lessee including without limitation to acts of God, regulations or law of any government, war, civil commotion, earthquake or storm, labour disturbances, epidemic and failure of public utilities.

13. WAIVER

- 13.1 The waiver by either party of any of its rights or remedies or of any breaches by either party under this agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.



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14. SUCCESSION AND ASSIGNS

- 14.1 Except as otherwise provided herein, the rights and obligations created hereunder shall be applied to the benefit of and binding upon heirs successors and authorized assigns of the parties hereto;
- 14.2 Notwithstanding as provision hereof, neither the Lessor nor the Lessee shall have a right to assign or transfer any of its rights hereunder, except to a company succeeding to all or substantially all the rights of either party and no such assignment or transfer shall have any validity unless prior thereto:
- a) The other parts consents in writing to such assignment, transfer or succession;
 - b) All amounts outstanding and owing have been fully paid;
 - c) The proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof

15. DISPUTES RESOLUTION

- 15.1 The Lessor and the lessee will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement.

16. ARBITRATION

- 16.1 Any disputes and controversies, arising out of or otherwise relating to this Agreement, shall be finally and exclusively settled in accordance with the Arbitration Act, Cap No. 15 R.E 2002 of the laws of Tanzania.

M.




17. ENTIRE AGREEMENT

17.1 This agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter hereof are expressly cancelled. Any modification of this agreement shall be in writing and signed by authorized representatives of both parties.

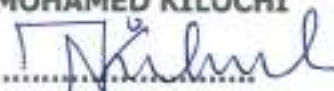
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as per the terms and in the manner as herein prescribed

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

SEALED with the **COMMON SEAL** of the said M/s **LINDI EXPRESS LIMITED** and **DELIVERED** before us this 01 day of NOV 2023 by:

Name: Mr. AHMED KHAKI
Signature: 
Address: P. O. BOX 5373, DAR ES SALAAM
Designation: Managing Director




WITNESS:
Name: MOHAMED KILOCHI
Signature: 
Address: P. O. BOX 5373, DAR ES SALAAM

SEALED with the **COMMON SEAL** of the said M/S **TANIND HAULAGE LIMITED** and **DELIVERED** before us this 01 day of NOV 2023 by:

Name: 
Signature: 
Address: P. O. BOX 11206, DAR ES SALAAM
Designation: Director.



WITNESS:
Name: MANI KANDAN NARAYANASAMI
Signature: 
Address: P. O. BOX , DAR ES SALAAM

