

Stamp duty

Report

Control No:

9984113585979



# TANZANIA REVENUE AUTHORITY

## Commissioner for Domestic Revenue

### TAX PAYMENT SLIP

Name of Account Holder(s): N/A  
 Bank Account Number: N/A  
 Name of Commercial Bank: N/A  
 Mobile Phone: 0745454545

Please transfer from my/our account the amount of TZS 1,217,312.85

Amount in Words: One Million Two Hundred Seventeen Thousand Three Hundred Twelve and Eighty Five Cents Only

Value Date: 21/10/2023 00:00:00  
 To: Commissioner for Domestic Revenue  
 Tanzania Revenue Authority  
 CRDB BANK LTD

Details of Payment: 9984113585979  
 TIN: 138007820

#### TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

VIASERVICE FINANCIAL SERVICES LIMITED

D11610126A1217312.85Y2623

**VIASERVICE LIMITED**  
 NATIHAIKA MJEMA  
 AP Manager  
 Signature: *Natihaika*  
 Date: *20/10/23*

Signature ..... Date...../...../20.....  
 Signature..... Date...../...../20.....

Bank use only  
 Reference number

\_\_\_\_\_

**Note to Commercial Bank:**  
 Please capture the above information correctly.

PAID

**VIASERVICE LIMITED**  
 VERONICA MHENGA  
 Chief Finance Officer  
 Signature: *Veronica*  
 Date: *20/10/23*

VIA Service Financial Services Limited,  
P.O. Box 80512,  
Dar es Salaam.

4<sup>th</sup> August 2023

Dear Veronica,

**Re: Additional Rent and service charge invoices for August to October 2023 – FNB House**

Please find attached invoice No.1293 for rent Tshs23,756,807.04 (VAT inclusive) and pay same through the below bank details which are also presented on an invoice; -

**Account name: Capital Properties Limited**  
**Account number: 9120002830718**  
**Bank name: Stanbic Bank Tanzania Limited**  
**Branch: Centre**  
**Swift code: SBICTZTX**

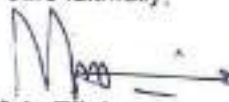
As for service charge invoice No. 1294 for Tshs3,947,626.70 (VAT inclusive) please use the service charge account as detailed below; -

**Account name: Knight Frank CPL Service charge**  
**Account number: 4000216**  
**Bank name: ABSA Bank Tanzania Limited**  
**Branch: Ohio**  
**Bank code: 001**  
**Swift code: BARCTZTZ**

Remember to deduct withholding tax on rent (10%) which is Tshs2,013,288.73 and pay directly to Tanzania Revenue Authority (TRA) by using the correct form indicating the name of the landlord as Capital Properties Limited and furnish us with a photocopy of Withholding Tax receipt and Remittance Advice Summary form for our records. The withholding tax form and receipt should be submitted to us within 30 days.

We look forward to receiving the payment soon.

Yours faithfully,

  
**Meja Elisha**  
**Property Manager**





C/O Knight Frank Tanzania Limited  
International House 3<sup>rd</sup> Floor, Garden Avenue / Shaaban Robert  
P O Box 9333, Dar es Salaam - Tanzania  
Tel: +255 22 2113300/2195308, Fax: +255 22 2124801

PY - 613

Tin No.: 100-247-186

Vat No.: 10-012482-H

# INVOICE

9639

Charge for Quarter/Year  
3-2023

No: **1293**

Invoice Date: 03-Aug-23

Account No.: 1457

Client Name: **VIASERVICE LIMITED**

Address: P. O. Box 8605,  
Dar es salaam,  
Tanzania.

CPL - FNB House

Unit(s) Fourth

T/Tin No: 138-007-820 T/VRN: 40-043686-A

Rent and Parking fee from August to October 2023

Description	Period	Charge	Vat
Commercial Rent	01-Aug-23 To 31-Oct-23	19,046,515.32 18%	3,428,372.76
Car Parking Fees	01-Aug-23 To 31-Oct-23	1,085,372.00 18%	195,546.96

Subtotal: Tshs 20,132,887.32

Vat: Tshs 3,623,919.72

Invoice Total: Tshs **23,756,807.04**

Please Make Your Payment To

Capital Properties Limited

Account No: 9120002830718  
Bank Name: STANBIC BANK TANZANIA LIMITED  
Branch: CENTRE  
Swift Code: SBICTZTX  
Payment Ref: Invoice No. 1293

Payable 21,743,518.31



For VAT Purposes

Rate	Vat
2,414,1690	3,623,919.72
Equivalent Tshs:	Total
	23,756,807.04

2155-000



**CERTIFICATE/REMITTANCE SLIP IN RESPECT OF WITHHOLDING TAX ON**

**Withholding Tax - Rental (Land and Building)**

**Name of TAXPAYER/WITHHOLDER:** VIASERVICE FINANCIAL SERVICES LIMITED

**TIN:** 138007820

**Name of WITHHOLDEE:** CAPITAL PROPERTIES LIMITED

**TIN:** 100247186

I hereby certify that, we have this date of 29/09/2023

deducted prior in favour of the Commissioner for Domestic Revenue Department/Large Taxpayer Department withholding tax from the above named person as follows:

Gross Amount Paid/Payable (VAT Exclusive) **20,132,887.32** TZS

Tax withheld at **10%** 2,013,288.73 TZS

further certify that the above Tax has been REMITTED in TRA's Commissioner for Domestic Revenue/Commissioner for Large Taxpayers Bank Account.

Tax was withheld from the following Invoice(s):

<u>Invoice No.</u>	Gross Amount (VAT Exclusive)
1293	20,132,887.32
	<hr/>
	20,132,887.32

WHI on Rent JK 3025

Capital properties

Control No:

998421012723



**TANZANIA REVENUE AUTHORITY**

**ISO 9001: 2015 CERTIFIED**

**Commissioner for Domestic Revenue Department  
Order Form for Electronic Funds Transfer to Bank of Tanzania**

Name of Account Holder(s): VIA SERVICE LIMITED  
Bank Account Number: 6001295  
Name of Commercial Bank: ABSA BANK TANZANIA LIMITED  
Mobile Phone: 0762520224

Please transfer from my/our account the amount of TZS 2,013,288.73  
Amount in Words: Two Million Thirteen Thousand Two Hundred Eighty Eight and Seventy Three Cents Only

Value Date: 27/09/2023  
To: Commissioner for Domestic Revenue Department  
Tanzania Revenue Authority  
Bank of Tanzania

Account Number: 9921134701  
SWIFT Code: TANZTZX

Details of Payment (field 70 of MT103): 998421012723  
Taxpayer TIN: 138007820  
Taxpayer Name: VIASERVICE FINANCIAL SERVICES LIMITED

**TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)**

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Withholding Tax - Rental (Land and Building)	2281680	11121119	2,013,288.73

Signature *[Signature]* Date 27.09/2023  
Signature..... Date...../...../20.....

Bank use only  
Reference number

**Note to Commercial Bank:**

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.

**VIASERVICE LIMITED**  
NATIHAIKA MJEMA  
AP Manager

Signature: *[Signature]*  
Date: 27/9/2023

PAID



THE LAND ACT (No. 4, 1999)

THE LAND REGISTRATION ACT  
(CAP. 334)

TITLE No. 186055/30

## LEASE

BETWEEN

CAPITAL PROPERTIES LIMITED  
(COMPANY REG. NO. 35303)

(LESSOR)

AND


VIASERVICE LIMITED  
(COMPANY REG. NO. 138007820)

(LESSEE)

---

LEASE OF PART OF THE BUILDING  
LOCATED ON PART OF PLOT NO 1008/1 & 1008/2 UPANGA ROAD, DAR ES SALAAM

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VM 



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VM [Signature]



Reimbursable: -----

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THE LAND ACT (No. 4, 1999)  
THE LAND REGISTRATION ACT  
(CAP. 334)



LEASE

THIS LEASE is made the 2<sup>nd</sup> day of OCTOBER, 2023, between **CAPITAL PROPERTIES LIMITED**, a limited liability Company incorporated in Tanzania with its registered office in Dar es Salaam of Post Office Box 9333, Dar es Salaam, Tanzania ("**the Lessor**") which expression shall, where the context so admits, include its successors and assigns) of the one part, and **VIASERVICE LIMITED** whose registered addresses in Tanzania are the offices situated on First Floor of FNB House, Ohio Street, Tanzania as well as Post Office Box 8605 , Dar es Salaam ("**the Lessee**") which expression shall, where the context so admits, include its successors and assigns), of the other part.

NOW THIS LEASE WITNESSETH as follows: -

1.0 LEASE PERIOD, RENT & SERVICE CHARGE:

IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained the **Lessor** hereby demises unto the **Lessee** all that area measuring 254.50m<sup>2</sup> (square metres) on the First Floor of the building known as FNB House and Two (2) dedicated parking bays (hereinafter "**the demised premises**") in the building situated on Plot No. 1008/1 and 1008/2 Ohio Street, Dar es Salaam (the said building hereinafter called "**the building**" and the entire plot hereinafter called ("**the Estate**"), the said demised premises more particularly described in Schedule A hereto and delineated on the plan in Schedule E annexed hereto and thereon marked in bold together with the easements and other rights (if any) contained or referred to in Clause 4.5 hereinafter, **TO HOLD** the demised premises unto the **Lessee** for a term of **Two years** (hereinafter "**the Term**") commencing from the **1<sup>st</sup> October 2023** and expiring on **30<sup>th</sup> September 2025** subject nevertheless to the provisions for review, termination and renewal hereinafter contained, yielding and paying therefore during the Term hereby reserved.

  
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- (i) The initial monthly rent of **United States Dollars Four Thousand Ninety-Four and Seventy-Five Cents (US\$4,094.75)** inclusive of the monthly rate for parking which is **United States Dollars Seventy-Five (US\$ 75)** per covered parking bay and **United States Dollars Fifty (US\$ 50)** per open parking bay. Additional to the above, is the service charge which is current set to be **Ten United States Dollars (US\$ 10)** per parking bay per month. The office service charge is set at **Two United States Dollars (US\$ 2)** per square meters (m<sup>2</sup>) per month however should the cost of operations increase the same will be reviewed. The said rent to accrue from the 1<sup>st</sup> day of October 2023, and to be payable quarterly in advance without any deductions except such deductions as may be so deductible as prescribed by statute from time to time and in line with clause 1(iv) hereinafter.

This initial monthly rental of **United States Dollars Four Thousand Ninety-Four and Seventy-Five Cents (US\$4,094.75)** VAT exclusive and WHT inclusive, is made up as follows: -

		Lettable Area of First Floor			
1 <sup>st</sup> October 2023 To 30 <sup>th</sup> September 2025	254.50m <sup>2</sup>	@	US\$15.50		US\$3,944.75
	<b>Parking Bays</b>				
	2 Covered bays	@	US\$75.00		US\$ 150.00
			<b>Total</b>		<b>US\$4,094.75</b>

- (ii) The moneys are referred to in clause 2.1 hereinafter.
- (iii) The costs, charges and expenses which the **Lessor** may from time to time incur in connection with or in procuring the remedying of any breach by the **Lessee** of any of the covenants on the part of the **Lessee** contained in this Lease.
- (iv) The Service Charge as defined in Schedule A as provided for in the schedules to this Lease in the manner therein set out, such Service Charge to be due and payable with effect from lease commencement date.

VM

- (v) For the avoidance of any doubt, payment in advance on the rental, parking and service charges, shall mean the Lessee paying rent, parking and service charges due before or on the first day of the quarter or within Fifteen (15) days of the first month in the new quarter, Likewise, utility charges invoiced will be due and payable within Seven (7) days after issuance of invoices.



## 1.1 Confidentiality Clause

- 1.1.1 For the purpose of this clause 'Confidential Information' shall mean, without limiting the generality of the term, any information or data relating to the terms and conditions of any lease agreement, proposal, heads of terms, or marketing and business information of the Parties or their agents, including that of its associated and affiliated companies.
- 1.1.2 The receiver of Confidential Information (the "**Receiving Party**") agrees not to disclose, publish, utilise, employ, exploit or in any manner whatsoever to use any Confidential Information, for any reason or purpose whatsoever without the prior written consent of the Party providing the Confidential Information (the "**Disclosing Party**"), which consent shall be neither unreasonably withheld nor delayed.
- 1.1.3 The Receiving Party agrees that any unauthorised publication or other disclosure of the Confidential Information may cause irreparable loss, harm and damage to the Disclosing Party or its agent. Accordingly, the Receiving Party hereby indemnifies and holds the Disclosing Party harmless against any loss, action, claim, expense, harm or damage of whatsoever nature suffered or sustained by the Disclosing Party due to a breach by the Receiving Part of the provisions of the present clause.

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## 1.2 Security Deposit

The **Lessee** shall on signing the lease pay in favour of the **Lessor** a security deposit equivalent to Three months' rent. This deposit shall be retained throughout the term of the Lease by the **Lessor** as security for the **Lessee's** performance of all obligations under the lease. The deposit will be repaid to the **Lessee** at the end of the term without interest subject to the **Lessee** having fully complied with the terms and conditions of the Lease and less outstanding expenses, costs, utility bills and funds owed to the **Lessor**.



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## 2.0 LESSEE'S COVENANTS:

2.0 The Lessee hereby covenants with the Lessor:-



### 2.1 Rent & Other Payments:

2.1.1 To pay the rent, the Buildings Service Charge and the Estate Service Charge on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right to withhold rent whether by way of legal or equitable set-off.

2.1.2 To pay and to indemnify the Lessor against:-

- (i) All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Term shall be charged, assessed or imposed upon the demised premises or upon the owner or occupier of them, **PROVIDED that** this covenant shall not oblige the Lessee to pay any taxes which are, by statute, payable by the Lessor.
- (ii) In addition to rent, Value Added Tax (VAT) (or any tax of a similar nature that may be substituted for it or levied in addition to it) and stamp duty chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this lease or in respect of any payment made by the Lessor for such payment, save where such tax or duty is by law recoverable from the Lessor.

### 2.2. Penalty Clauses for Delayed Payments:

- (i) If the Lessee shall fail to pay the rents or any other sum due under this Lease within thirty days of the date due (Given that the Lessor has issued the invoice for the same) the Lessee shall pay to the Lessor interest on the rents or other sum due under this Lease from the date when they were due to the date on which they are paid and such interest shall not be deemed to be rents due to the Lessor, interest to be 2% per annum above the US\$ prime rate of Barclays Bank Tanzania Limited, or Stanbic Bank of Tanzania.

- (ii) Nothing in the preceding clause shall entitle the **Lessee** to withhold or delay any payment of the rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the **Lessor** in relation to such non-payment including (but without prejudice to the generality of the above) the **Lessor's** right under the proviso for re-entry contained in this Lease.

### 2.3 Charges for Utilities on Demised Premises:

To pay to the suppliers thereof and to indemnify the **Lessor** against all charges for water, telephone, electricity, gas and other services consumed or used at or in relation to the demised premises.



### 2.4 Repair, Cleanliness & Replacement of Fixtures in Demised Premises:

- (i) At all times during the term to repair and keep the interior of the demised premises in good and substantial repair and condition (damage or destruction by any of the insured risks excepted).
- (ii) To clean the demised premises and keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the demised premises.
- (iii) To replace the **Lessor's** fixtures and fittings, if any, in the demised premises which may be or become beyond repair at any time during or at the expiration of the term as a result of any act, omission or negligence on the part of the **Lessee**, fair wear and tear excepted.

### 2.5 Redecoration of Demised Premises:

To redecorate the demised premises in a good and workmanlike manner and with appropriate materials of a high quality sufficient to restore the demised premises within the last three months of the term howsoever determined, to the same standard they were in at the commencement of the Lease.



2.6 Waste and Alterations on Demised Premises:



(i) Not to commit any waste.

(ii) Alterations:

(1) Not to make any structural alterations or additions to the demised premises.

(2) Not to make any internal non-structural alterations to the demised premises or unite the demised premises with any adjoining premises without:-

(a) Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.

(b) Making an application to the **Lessor** supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession or professional organisation (who shall supervise the work throughout to completion).

(c) Entering into such covenants as the **Lessor** may reasonably require as to the execution and reinstatement of the alterations.

(d) Obtaining the consent of the **Lessor**, such consent not to be unreasonably withheld or delayed.

A handwritten signature in blue ink, appearing to be 'VM'.

VM



This sub-Clause shall not apply to the erection by the **Lessee** of internal demountable partitioning of a design and of materials and layout which are approved in writing by the Lessor subject to the **Lessee** removing the same at the determination of the Term and making good all damage caused by its installation and subsequent removal.

- (iii) To remove any additions, alterations or improvements made to the demised premises at the expiration of the Term if so required by the **Lessor** to the reasonable satisfaction of the **Lessor** or its Surveyor (as defined in Schedule A) and to repair any parts of the demised premises which may be damaged by such removal.

## 2.7 User Clauses:

### (i) Abandoning Demised Premises:

Not to cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one month without:-

- (a) Notifying the **Lessor**; and
- (b) Providing such caretaking or security arrangements as the **Lessor** shall reasonably require and the insurers shall require in order to protect the demised premises from vandalism, theft, damage or unlawful occupation.

### (ii) Use of Car Park:

Not to use the car park other than for the parking of official/ business motor vehicles thereon.

### (iii) Pollution:

Not to discharge into the pipes serving the demised premises and the building common parts any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.



**(iv) Ceiling and Floor Loading:**

- (a) Not to bring or permit to remain on the demised premises articles, equipment or tools which may damage the demised premises or any part thereof.
- (b) Not to suspend anything from the partition walls or ceiling of the demised premises or use the same for the storage of goods or place weight on them which may damage the same.

**(v) Machinery:**

Not to install or use in or upon the demised premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the demised premises or which may cause structural damage.

**(vi) Heating, Cooling and Ventilation:**

- (a) Not to do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the demised premises or the building.
- (b) Not to operate the ventilation equipment in the demised premises otherwise than in accordance with the regulations for such purpose made by the **Lessor** from time to time.

**(vii) Other User Clauses:**

- (a) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the premises without the prior written consent of the **Lessor** and such consent shall not be unreasonably withheld or delayed.
- (b) Not without prior written consent of the **Lessor** to fix or install any signage on the exterior of the building.

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- (c) Not to make connection with the pipes that serve the demised premises without the **Lessor's** prior written consent which shall not be unreasonably withheld other than in accordance with plans and specifications approved by the **Lessor** and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- (d) Not to do in or near the demised premises any act or thing by reason of which the **Lessor** may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- (e) Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the demised premises or in regard to carrying on in the trade or business for the time being carried in the demised premises.
- (f) Not to do nor allow to remain upon the demised premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the **Lessor** or its other **Lessees** or to the owners or occupiers of the adjoining buildings.
- (g) Not to use the demised premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose.
- (h) Not to use the demised premises other than as an office for purposes of carrying out the **Lessee's** licensed and authorised business, as at the date of commencement of the lease.

VM



- (i) Not to use the demised premises as sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the demised premises.
- (j) Not to stop up, darken or obstruct any external windows or light belonging to the premises, without the **Lessor's** consent, such consent not to be unreasonably withheld or delayed.

## 2.8 Lessor's Right of Entry:

- (a) To permit the **Lessor** and its agents and all persons authorised by them:-
  - (i) To enter upon the demised premises at reasonable times and upon reasonable prior notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease have been observed and performed.
  - (ii) To view the state of repair and condition of the demised premises.
  - (iii) To give to the **Lessee** (or leave upon the demised premises) a notice specifying any repairs, cleaning maintenance and painting that the **Lessee** has failed to execute in breach of the terms of this Lease Agreement and to request the **Lessee** to execute the same as soon as reasonably practicable.
  - (iv) The **Lessee** covenants to provide access to the **Lessor** and his authorised agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the demised premises of the **Lessee**, or that of any adjoining tenant, which may be required to be undertaken by the **Lessor**.

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- (b) If within two months of the service of such a notice as referred to in Clause 2.8 [a] (iii), the **Lessee** shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the **Lessor's** reasonable opinion the **Lessee** is unlikely to have completed the work within such period to permit the **Lessor** to enter the demised premises to execute such work as may be necessary to comply with the notice and to pay to the **Lessor** the cost of so doing and all expenses properly incurred by the **Lessor** in connection therewith (including legal costs and surveyor's fees) within fourteen days of a written demand.

## 2.9 Alienation of Demised Premises:

- (a) Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another person to occupy the whole or any part of the demised premises.
- (b) Not to assign, underlet or charge the whole of the demised premises without the prior written consent of the **Lessor**, such consent not to be unreasonably withheld or delayed, to a **Lessee** of acceptable standing and financial strength to the **Lessor**.
- (c) Prior to any permitted assignment to procure that the assignee enters into direct covenants with the **Lessor** to perform and observe all the **Lessee's** covenants and all other provisions of this Lease during the residue of the Term.
- (d) That each and every permitted underlease shall be granted for the residue of the Term then remaining (less a nominal reversion) at a rent not less than the open market rental value of the premises to be approved by the **Lessor** prior to any such rent being payable in advance on the days on which rent is payable under this Lease and shall contain such provisions approved by the **Lessor** as shall be deemed necessary to make such underlease subject to all the terms and conditions of this Lease, mutatis mutandis.



- (e) Notwithstanding clause 2.10(a) the **Lessee** may ~~make the~~ <sup>occupy</sup> the occupation of the whole or any part of the demised premises with in the case of an intergovernmental organisation, another organisation affiliated to it or, in the case of a company, a company which is a member of the same group as the **Lessee** for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate.
- (f) To pay the **Lessor's** reasonable charges in connection with the granting and registration of any such under leases or assignments.

#### 2.10 Indemnity for Non-Statutory Expenses:

- (a) To pay to the **Lessor** on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly incurred by the **Lessor** in relation to or incidental to:
- (i) Every application made by the **Lessor** for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or proffered subject to unreasonable conditions contrary to the express provisions of this Lease).
  - (ii) The recovery or attempted recovery of arrears of rent or other sums due from the **Lessee**.
  - (iii) Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during or within six months after the expiration of the Term but in all respects relating to matters arising during the Term, such schedule to be based upon inspection of the premises which shall be carried out after the expiration of the term at a time mutually agreed between the **Lessee** and the **Lessor**.

  
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- (b) To be responsible for and to keep the **Lessor** fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the **Lessor** arising directly or indirectly out of:
- (i) Any act, omission or negligence of the **Lessee** or any persons at the demised premises expressly or impliedly with the **Lessee's** authority and under the **Lessee's** control, or
  - (ii) Any breach or non-observance by the **Lessee** of the covenants, conditions or other provisions of this Lease Agreement or any of the matters to which this demise is subject.

#### 2.11 Notice of Reletting:

To permit the **Lessor** upon service of reasonable notice at any time during the last six months of the Term and at any time thereafter (or sooner should any of the events listed in Clause 4.1 of this Lease occur) to permit persons with the written authority of the **Lessor** or its agent at reasonable times of the day to be agreed upon in advance with the **Lessee** to view the demised premises.

#### 2.12 Yielding up:

At the expiration of the Term:

- A. To yield up the demised premises in good and substantial repair in accordance with the terms of this Lease Agreement.

Provided that the **Lessee** shall pay a sum equivalent to any loss of rent incurred by the **Lessor** (which shall be calculated at the level paid by the **Lessee** under this Lease) during such period as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants.

- B. To give up all keys of the demised premises to the **Lessor**, and
- C. To remove all signs erected by the **Lessee** in, upon or near the demised premises and immediately to make good any damage caused by such removal.





**2.13 Viewings:**

To permit upon reasonable notice at a mutually agreed time during the Term prospective purchasers or agents instructed in connection with the sale of the **Lessor's** reversion or of any other interest superior to the Term to view the demised premises without interruption provided they are authorised in writing by the **Lessor** or its agents.

**2.14 Notices of Defects:**

- (i) Upon becoming aware of the same to give notice to the **Lessor** of any defect in the demised premises which might give rise to an obligation on the **Lessor** to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the **Lessor** pursuant to any law.
- (ii) To give full particulars to the **Lessor** of any notice, directions, order or proposal for the demised premises made, given or issued to the **Lessee** by any public authority within fourteen days of receipt and if so required by the **Lessor** to produce it to the **Lessor**.

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### 3.0 THE LESSOR'S COVENANTS:

Subject to the **Lessee** paying the **Lessor** the Rent, Building Service Charge and the Estate Service Charge payable under this Lease and complying with the covenants and other terms of this Lease the **Lessor** covenants with the **Lessee** to use all reasonable endeavours:

- 3.1 to perform the Building Services and the Estate Services as provided under Schedule B and C to this lease throughout the Term provided that the **Lessor** shall not be liable to the **Lessee** in respect of:
- (a) Any temporary failure or interruption in any of the Building Services or the Estate Services by reason of necessary repair replacement maintenance of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel materials water or labour or any other cause beyond the **Lessor's** control.
  - (b) Any act omission or negligence of any porter attendant or other person undertaking the Building Services or the Estate Services or any of them on behalf of the **Lessor** other than in the proper performance of his duties acting with the **Lessor's** consent/authority and shall use all reasonable endeavors to restore the Building Services in question.
- 3.2 To permit the **Lessee** peacefully and quietly to hold and enjoy the demised premises without any interruption or disturbance from or by the **Lessor** or any person claiming under or in trust for the **Lessor**.
- 3.3 To keep the demised premises and other parts of the building insured in accordance with Schedule E.
- 3.4 Subject to the provisions of clause 2.1.2(i) hereinbefore, to pay all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are now payable by the **Lessor** or which may thereafter be imposed or charged on the **Lessor** in respect of the demised premises or building.



- 3.5 To apply from the relevant authorities, within a reasonable time for approvals permits and consent for the purpose of registering the Lease Agreement.
- 3.6 To submit to the relevant authorities whenever required the Certificate of Title of the Right of Occupancy in respect of the Estate to facilitate registration of the Lease Agreement.
- 3.7 At the **Lessor's** own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises or the use to which the demised premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the **Lessor**, the **Lessee** or any other occupier and provided that the **Lessor** shall not be responsible for matters which are the express liability of the **Lessee** or any other tenant in the building under these presents.

#### 4.0 GENERAL CLAUSES

The **Lessor** and **Lessee** further mutually agree and declare as follows:-

##### 4.1 Lessor's Termination Rights:

If and whenever during the Term:-

- (a) The rent (or any other monies) due under this Lease are outstanding for thirty days after being served with an invoice for the same, or
- (b) There is a breach by the **Lessee** of any covenant or other term of this Lease; or
- (c) The **Lessee**:-
- (i) Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or
- (ii) Has a receiver or administrative receiver appointed;

  
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it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to give written notice to the Lessee under Section 104 of the Land Act of its intention to terminate the Lease if the breach is not remedied within a period of thirty (30) days from the date of service of the notice.

#### 4.2 Disputes with Occupiers of Adjoining Premises:

If any dispute arises between the **Lessee** and other **Lessees** or occupiers of the building as to any easement, right or privilege in connection with the use of the demised premises and any other part of the building or as to the boundary structures separating the demised premises from any other property it shall be decided by the **Lessor** or in such manner as the **Lessor** shall reasonably direct or at the **Lessor's** option by the Surveyor acting as an expert and not as an arbitrator.

#### 4.3 Dispute Settlement:

If any dispute, difference or question shall 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 parties shall employ all means necessary to resolve the dispute amicably within thirty (30) days and should the amicable solution fail after the specified time, either party may refer the matter to the court of Law for determination and resolution.

#### 4.4 Other General Clauses:

- (a) The effectiveness, invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provision or the remainder thereof all of which shall remain in full force and effect.
- (b) Each of the **Lessee's** covenants shall remain in full force both at law and in equity notwithstanding that the **Lessor** shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting the leases with other **Lessees** of premises in the building.

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- (c) The **Lessor** shall not be responsible to the **Lessee** or to anyone at the demised premises expressly or by implication with the **Lessee's** authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the **Lessor**.
- (d) This Lease embodies the entire understanding of the parties relating to the demised premises and to all the matters dealt with by any of the provisions of this Lease.
- (e) If after the **Lessee** has vacated the demised premises on the expiry of the Term any property of the **Lessee** remains in or on the demised premises and the **Lessee** fails to remove it within fourteen days after being requested in writing by the **Lessor** to do so or if after using its reasonable endeavours the **Lessor** is unable to make such a request to the **Lessee** within twenty eight days from the first attempt so made by the **Lessor**:
- (i) The **Lessor** may as the agent of the **Lessee** sell such property and the **Lessee** will indemnify the **Lessor** against any liability incurred by it to any third party whose property shall have been sold by the **Lessor** in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the **Lessee**.
- (ii) If the **Lessor** having made reasonable efforts is unable to locate the **Lessee** the **Lessor** shall be entitled to retain such proceeds of sale absolutely unless the **Lessee** shall claim them within six months of the date upon which the **Lessee** vacated the demises premises.
- (iii) The **Lessee** shall indemnify the **Lessor** against any damage occasioned to the demised premises and any actions, claims, proceedings, costs, expenses and demands made against the **Lessor** caused by or related to the presence of the property in or on the demised premises.



**4.5 Easements and Other Rights of the Lessee:**

The **Lessee** and all persons expressly or by implication authorised by it shall have the right in common with the **Lessor** and all other persons having a like right, to use the building's common parts for the purposes of access to and egress from the building and for all purposes in connection with the use and enjoyment of the demised premises including the right:-

- (a) To have access to and egress from the car park area on specific spaces allocated by the **Lessor** for private motorcars **PROVIDED that the Lessor** by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.
- (b) To use such toilets in the building reasonably proximate to the demised premises as shall be designated by the **Lessor** from time to time. (except those included within another **lessee's** demise).
- (c) To the free passage and running of electricity, telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the demised premises in and through the pipes that now or during the lease term serve the demised premises presently laid in or over or under other parts of the building or the estate.
- (d) To display in the reception area of the building a name-plate or sign in positions and of sizes to be specified by the **Lessor** showing the **Lessee's** name and any other details approved by the **Lessor** such approval not to be unreasonably withheld or delayed. 

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#### 4.6 The Lessor's Right to Alter the Property

The **Lessor** shall be entitled at all and any times during the currency of this Lease to complete, alter, repair, improve, reconstruct, rebuild, redevelop and/or or add to the building and the Site (other than the Leased Premises) and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or in front of the Leased Premises, as well as such devices as may be required by law or which the Architect may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purposes of any of the works aforesaid. The **Lessor** shall further be entitled by itself or through its workmen to all such rights of access to any portion of the Leased Premises as may reasonably be necessary for the purpose aforesaid. In exercising its above rights the **Lessor** shall use its best endeavours to minimise interference with the **Lessee's** occupation of the Leased Premises and in particular shall not enter the Leased Premises, without reasonable prior notice to the **Lessee**, save in the event of emergency, when immediate entry upon the Leased Premises shall be permissible. Notwithstanding the implementation of any work as contemplated herein, the **Lessee** shall have no right to object to such work or to claim any rebate of rental or service charge nor shall the **Lessee** have any claim for damages or compensation as a result of the implementation of any such work

#### 4.7 Non Competition

The Lessor shall not, during the term of this Lease, operate or allow any person to operate a business centre in any part of the Building in which the leased premises are situated which is in competition with the business activities of the Lessee

#### 5.0 GOVERNING LAW

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

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## 6.0 NOTICES

6.1 Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, e-mail, telefax addressed to the party concerned at its address as given herein below: -

(i) In the case of the **Lessor**: -  
**CAPITAL PROPERTIES LIMITED**  
**C/O KNIGHT FRANK (T) LTD**  
**P.O. BOX 9333**  
**DAR ES SALAAM**  
**TANZANIA**  
**TELEFAX (022) 2124801**

(ii) In the case of the **Lessee**: -  
**VIASERVICE LIMITED**  
**P. O.8605,**  
**DAR ES SALAAM,**  
**TANZANIA**

And simultaneously:

**VIASERVICE LIMITED**  
**1<sup>ST</sup> FLOOR**  
**FNB HOUSE**  
**OHIO STREET**  
**DAR ES SALAAM**  
**TANZANIA**

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## 7.0 RENEWAL/TERMINATION CLAUSE

This lease shall terminate on the expiry of the lease term herein reserved. Should the Lessee gives Three (3) months written notice prior to the lease expiry of his intention to renew, and the Lessor is willing to renew the lease to the Lessee, the Lease will only be renewed subject to agreement of terms and conditions between the parties.

The Lessee shall, during such notice period, ensure full compliance with all terms and conditions in this Lease (including those terms and conditions which expressly provide that they will operate after termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this).

### 7.1 "Force Majeure" Termination

Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

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If this Lease is terminated the **Lessor** shall within forty-five (45) business days of termination refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of **Lessee's** occupancy under the Lease from the beginning of the current quarter, or the commencement of the Term whichever date is later, to the date of termination.

Should the **Lessee** elect to remain in the demised premises rendered partially untenable, the **Lessor** shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the **Lessee** shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.

In addition, the Term shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provisions.



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IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.

SEALED with the COMMON SEAL of the said )  
CAPITAL PROPERTIES LIMITED and ) .....  
DELIVERED in our presence ) SEAL  
This..... day of .....2023 )

Names : .....

Postal Address : .....

: .....

Qualification/Designation : .....

Signature : .....

Names : .....

Postal Address : .....

Qualification/Designation : .....

Signature : .....



SEALED with the COMMON SEAL of the said )

VIASERVICE LIMITED

and DELIVERED in our presence )

This ... 2<sup>nd</sup> ... day of ... OCTOBER ... , 2023)

SEAL

Names

JOHN MATTHEW

Postal Address

8605

Qualification/Designation

DALES SALAM  
MANAGING DIRECTOR

Signature

*[Signature]*

Names

VERONICA MAENGA

Postal Address

8605 DJM

Qualification/Designation

TANZANIA  
CHIEF FINANCE OFFICER

Signature

*[Signature]*



rate: 2471.28

TIN: 138-007-820  
 SID: \$491.37 Tax 1,214,312.85 + 3000  
 WHT: \$1228.42 Tax 3,035,782.13  
 Total: \$1,719.79      4,253,094.98

20/10/23

**STAMP DUTY**  
 Shs: 1,214,312/- Collected  
 Receipt No: 9984113585979  
 Date: 20/10/23  
 Regional Manager - Ilala Tax Region

**SCHEDULE A**  
**DEFINITIONS**



In this Lease Agreement, the following words shall have the respective meanings ascribed to them:-

1. **"demised premises"** means

- (a) the floors of the building delineated by red on the plans annexed hereto including:-
  - (i) The paint paper and other decorative finishes to the interior of the external walls of the demised premises.
  - (ii) The floor finishes so that the lower limit of the premises includes such finishes but does not extend to anything below them.
  - (iii) All false ceilings within the demised premises and the void above them.
  - (iv) The ceiling finishes (here not meaning any false ceilings) so that the upper limit of the demised premises includes such finishes but does not extend to anything above them.
  - (v) The entirety of any non-load-bearing internal walls wholly within the demised premises.
  - (vi) The inner half severed medially of the internal non-load bearing walls dividing the demised premises from other parts of the Building.
  - (vii) The doors and windows and the door and window frames.
  - (viii) All additions and improvements to the demises premises.

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- (ix) All the **Lessor's** fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the demised premises whether originally affixed or fastened to or upon the demised premises or otherwise except any such fixture installed by the **Lessee** that can be removed from the demised premises without defacing the same.
- (x) Any pipes wholly in or on the demises premises that exclusively serve the demised premises.
- (xi) Any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the demised premises
- (xii) The car parking spaces to be allocated to the Lessee more particularly described in Clause 1.1 above.
- (b) **Building** means FNB House
- (c) **"Practical completion"** means the date upon which the Lessor's consultant certifies that the premises are practically completed and available to the **Lessee**.
2. (a) **"Building Services"** means such services, facilities and amenities specified in Schedule B of this Lease as relate to the building.
- (b) **"Estate Services"** means such services facilities and amenities specified in Schedule C of this schedule as relate to the estate.
- (c) **"Building and Estate-Incidental Services"** means such additional services as specified in Schedule D and relating to the building and estate respectively.
3. **"Computing Date"** means 31st December in every year of the Term or such other date as the **Lessor** may from time to time nominate and **"Computing Dates"** shall be construed accordingly.
4. **"Financial Year"** means the period:



- (a) From the commencement of the Term to and including the first Computing Date and subsequently.
- (b) Between two consecutive Computing Dates (excluding the first Computing Date from but including the second Computing Date in the period).

and "Financial Year" shall be construed accordingly.

5. "The Building Annual Expenditure" means in relation to any Financial Year the aggregate of:

- (a) All costs expenses and outgoings whatever reasonably and properly incurred by the **Lessor** during the Financial Year in or incidental to providing all or any of the Building Services and any sales tax payable (save where such tax is recoverable input tax on the part of the **Lessor**).
- (b) All costs reasonably and properly incurred by the **Lessor** during the Financial Year in relation to Incidental Services rendered in connection with the building and any tax payable (save where such tax is recoverable input tax on the part of the **Lessor**).
- (c) Such sums (if any) as the **Lessor** shall in its reasonable discretion consider appropriate to charge in that Financial Year by way of provision for anticipated expenditure in any future Financial Year in respect of any of the Building Services or the Incidental Services relating to the building.

but "the Building Annual Expenditure" shall not include any expenditure in respect of the maintenance or repair of any part of the building or of anything in the building whose maintenance or repair is the exclusive responsibility of the **Lessee** or any other **Lessee** in the building and neither shall it include the cost of any maintenance repair rebuilding renewal or reinstatement arising as a result of damage or destruction by any of the insured risks (save to the extent that the insurance money is irrecoverable in consequence of any act of default of the **Lessee**).

6. "the Estate Annual Expenditure" means in relation to any Financial Year the aggregate of:





- (a) All costs expenses and outgoings whatever reasonably and properly incurred by the **Lessor** during the Financial Year in or incidental to providing all or any of the Estate Services and any Sales Tax payable (save where such tax is recoverable input tax on the part of the **Lessor**).
- (b) All costs reasonably and properly incurred by the **Lessor** during the Financial Year in relation to Incidental Services relating to the Estate and any Sales Tax (save where such tax is recoverable input tax on the part of the **Lessor**); and
- (c) Such sums (if any) as the **Lessor** shall in its reasonable discretion consider appropriate to charge in that Financial Year by way of provision for anticipated expenditure in any future Financial Year in respect of any of the Estate Services or the Incidental Services relating to the Estate;

but the Estate Annual Expenditure shall not include any expenditure in respect of the maintenance or repair of any part of the Estate or of anything on the Estate whose maintenance or repair is the exclusive responsibility of the **Lessee** or any other **Lessee** on the Estate and neither shall it include the costs of any maintenance repair rebuilding renewal or reinstatement arising as a result of damage or destruction by any of the insured risks (save to the extent that the insurance money is irrecoverable in consequence of any act or default of the **Lessee**);

- 7. "**the Building Service Charge**" means the portion of the Building Annual Expenditure for the relevant Financial Year or part thereof which is due from and payable by the **Lessee**, being equal to 8.26% from the date of commencement of this Lease Agreement.
- 8. "**the Estate Service Charge**" means the portion of the Estate Annual Expenditure for the relevant Financial Year or part thereof which is due from and payable by the **Lessee**, being equal to 1.23% from the date of commencement of this Lease Agreement.
- 9. "**Staff Accommodation**" means all parts of the Building or the Estate which from time to time are exclusively occupied or used by or are designated by the **Lessor** for the exclusive occupation or use of porters caretakers or any ancillary staff or any other persons engaged in the performance of the Building Services and/or the Estate Services.





10. **"Lettable Areas"** means all areas within the Building which are let or designed to be let or designed or constructed so as to be capable of letting, inclusive of the demised premises over which the **Lessee** shall have exclusive rights and the pro-rata portion of the Building Common Parts.
11. **"Retained Parts"** means all parts of the building other than the Lettable Areas.
12. **"Structure"** means:
- (a) The entirety of the roofs and foundations of the building.
  - (b) The entirety of all floors and ceilings of the building (but excluding the floor and ceiling finishes).
  - (c) The entirety of all external walls of the building (but excluding the paint paper and other decorative finishes applied to the internal faces of such walls).
  - (d) The entirety of all load-bearing walls pillars and other structures of the building.
  - (e) The windows and window frames in the building.
  - (f) All other parts of the structure of the building not referred to in the preceding paragraphs 12(a) to 12(e).
13. **"Plant"** means all apparatus plant machinery and equipment within the building or on the estate from time to time including (without prejudice to the generality of the above) lifts, lift-shafts (if any) stand-by generators and boilers and items relating to mechanical ventilation heating cooling public address and closed circuit television systems.
14. **"Accountant"** means any appropriately qualified person or firm appointed by the **Lessor** (including an employee of the **Lessor** or an associate company of the **Lessor**) to perform any of the functions of the Accountant under this Lease.

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15. **"Surveyor"** means any person or firm appointed by the **Lessor** (including an employee of the **Lessor** or an associate company of the **Lessor**) to perform any of the functions of the Surveyor under this lease.
16. **"Building Common Parts"** means the areas and amenities made available from time to time by the Lessor for use in common by the tenants and occupiers of the building and all persons expressly or by implication authorised by them including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, landings, lifts, staircases, passages and areas designated for the keeping and collecting of refuse, but not limited to them.



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## SCHEDULE B



### 1.0 SCOPE OF THE BUILDING SERVICES

#### 1.1 Maintaining Structure and Retained Parts:

- 1.1.1 Maintaining and repairing and where necessary rebuilding renewing and reinstating the structure.
- 1.1.2 Maintaining and repairing the outer half severed medially of all internal non load-bearing walls dividing the demised premises from the other parts of the building.
- 1.1.3 Maintaining, repairing, amending, altering and where necessary rebuilding, renewing and reinstating and where appropriate treating, washing down, painting and decorating to such standard as the **Lessor** may from time to time consider adequate the Building Retained Parts including the entirety of all walls floors and ceilings surrounding and all doors and window frames and door and window frames in the FNB House Common Parts (but excluding any such items or parts of them the maintenance of which is the exclusive responsibility of the **Lessee** or any other **Lessee** in the building).

#### 1.2 Hot and Cold Water Supply:

Maintaining at all reasonable times an adequate supply of hot (where appropriate) and cold water and supplying necessary washing and toilet requisites in the toilet accommodation in the Building Common Parts, to the extent that the supply of water is within the **Lessor's** control.

#### 1.3 Air Conditioning Facilities:

Running, maintaining, cleaning, repairing and replacing the air conditioning or ventilation plant and machinery in the Building and depending on the nature of the plant installed maintaining such temperature as the Lessee shall reasonably require at the demised premises.

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**1.4 Plant:**

Inspecting, servicing, maintaining, repairing, amending, overhauling, replacing and insuring (save in so far as insured under other provisions of this Lease) all equipment and plant in the building which serve the demised premises (but excluding any items or parts of any items of such plant whose maintenance is the exclusive responsibility of the **Lessee**).

**1.5 Pipes:**

Maintaining repairing cleaning emptying draining amending and where obsolete or beyond repair renewing all pipes in on under or over the building (but excluding any pipes or parts of them whose maintenance is the exclusive responsibility of any other **Lessee** in the building).

**1.6 Fire Alarms System:**

Maintaining repairing and renewing any fire alarms fire prevention and fire fighting equipment and ancillary apparatus and the provision and maintenance of the fire fighting equipment in the Building, save where the provision and maintenance of such fire fighting equipment is the responsibility of the **Lessee**.

**1.7 Cleaning of FNB House:**

Cleaning treating polishing and lighting the FNB House Common Parts to such standard as the **Lessor** may from time to time reasonably consider adequate.

**1.8 Fixtures and fittings:**

Supplying providing purchasing maintaining repairing and where necessary renewing replacing servicing overhauling and keeping in good and serviceable order and condition all appurtenances, fixtures, fittings, bins receptacles tools, appliances materials equipment and other things which the **Lessor** may reasonably deem desirable or necessary for the maintenance appearance upkeep or cleanliness of the building or any part of it.

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**1.9 Windows:**

Cleaning as frequently as the **Lessor** shall in its reasonable discretion consider adequate the exterior of all windows and window frames in the building including those that form part of the demised premises and other premises let to individual Lessees.

**1.10 Lift services:**

Providing a lift service at all reasonable times, by the operation of the lifts now installed in the FNB House or by such other substituted lifts as the **Lessor** may from time to time reasonably decide to install.

**1.11 Building Security Services:**

Providing, maintaining, repairing and replacing the security system and the provision of protection services.

**1.12 Building Electricity:**

To ensure that there is adequate supply of power at all times, either from the public utility company or from a generator maintained by the **Lessor**, to the extent that the supply of power is within the **Lessor's** control.

**1.13 Building Caretaker:**

The reasonable and proper cost of employing (whether by the **Lessor**, a Group Company the managing agents or any other individual firm or company) such staff as the **Lessor** may in its absolute discretion deem necessary for the performance of the FNB House services

**1.14 Professional Fees and Other Services Relating to FNB House:**

Professional fees and any other services relating to the FNB House or any part of it and reasonably calculated to be for the benefit of all or any of the lessees thereof provided by the **Lessor** from time to time during the Term whether or not expressly mentioned, including but not limited to such services as shall be incidental to the performance by the **Lessor** of its obligations hereunder, as such services are referred to in Clause 2.0 of Schedule D.



## 2.0 VARIATIONS OF SCOPE OF SERVICES:

- 2.1 The **Lessor** may withhold, add to, extend or make any alteration in the rendering of the Building Services from time to time if the **Lessor** at its reasonable discretion deems it desirable to do so.
- 2.2 If at any time during the Term the total property enjoying or capable of enjoying the benefit of any of the Building Services. Items is increased or decreased on a permanent basis or the benefit of any of the Building Services is extended on a like basis to any adjoining or neighbouring property or if some other event occurs a result of which is that the Building Service Charge Percentage is no longer appropriate to the demised premises such percentages shall be varied with effect from the Computing Date following such event by agreement between the parties due allowance being made in respect of any over or under payment or in default of agreement within three months of the first proposal for variation made the **Lessor** in such a manner as shall be fairly and reasonably determined in the light of the event in question by the Surveyor (acting as an expert and not as an arbitrator) except that nothing contained in this Lease shall imply an obligation on the part of the **Lessor** to provide the Building Services to any adjoining or neighbouring property.

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## SCHEDULE C



### 1.0 SCOPE OF THE ESTATE SERVICES

#### 1.1 Cleaning of the Parkade and Other Common Areas:

Cleaning of the Parkade and other Common Parts to such standard as the **Lessor** may from time to time reasonably consider adequate.

#### 1.2 Gardens and floral decorations of the Surroundings:

Providing and maintaining (at the **Lessor's** reasonable discretion) plants shrubs trees and floral decorations of the surroundings and parkade and keeping the same planted and properly attended.

#### 1.3 Refuse:

Collecting and disposing of refuse from the Building and the Estate and the provision repair maintenance and renewal of plant and equipment for the collection treatment packaging or disposal of refuse.

#### 1.4 Lift services:

Providing a lift service at all reasonable time, by the operation of the Parkade lift or by such other substituted lifts as the **Lessor** may from time to time reasonably decide to install.

#### 1.5 Compound Security services:

Providing, maintaining, repairing and replacing the compound security system and the provision of protection services.

#### 1.6 Parkade Electricity:

To ensure that there is adequate supply of power at all times, either from the public utility company or from a generator maintained by the **Lessor**, to the extent that the supply of power is within the **Lessor's** control.



**1.7 Professional Fees and Other Services Relating to Parkade and Compound:**

Professional fees and any other services relating to the Estate and reasonably calculated to be for the benefit of all or any of the **lessees** thereof provided by the **Lessor** from time to time during the Term whether or not expressly mentioned, including but not limited to such services as shall be incidental to the performance by the **Lessor** of its obligations hereunder, as such services are referred to in Clause 2.0 of Schedule D.

**2.0 VARIATIONS OF SCOPE OF SERVICES:**

2.1 The **Lessor** may withhold, add to, extend or make any alteration in the rendering of the Estate Services from time to time if the **Lessor** at its reasonable discretion deems it desirable to do so.

1.6 If at any time during the Term the total property enjoying or capable of enjoying the benefit of any of Estate Services Items is increased or decreased on a permanent basis or the benefit of any of the Estate Services is extended on a like basis to any adjoining or neighbouring property or if some other event occurs a result of which is that the Estate Service Charge Percentage is no longer appropriate to the demised premises such percentages shall be varied with effect from the Computing Date following such event by agreement between the parties due allowance being made in respect of any over or under payment or in default of agreement within three months of the first proposal for variation made the **Lessor** in such a manner as shall be fairly and reasonably determined in the light of the event in question by the Surveyor (acting as an expert and not as an arbitrator) except that nothing contained in this Lease shall imply an obligation on the part of the **Lessor** to provide the Estate Services to any adjoining or neighbouring property.

  
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## SCHEDULE D

### **PAYMENT OF BUILDING SERVICE CHARGE, ESTATE SERVICE CHARGE ADDITIONAL INCIDENTAL CHARGES & OTHER REIMBURSABLES**

#### **1.0 Payment of Building Service Charge, Estate Service Charge & other Reimbursable:**

- 1.1 The **Lessor** shall, as soon as convenient after each Computing Date, prepare an account showing the Building Annual Expenditure and the Estate Annual Expenditure for the Financial Year ending on that Computing Date and containing a fair summary of the expenditure referred to in it and upon such account being certified by the Accountant and audited by an independent certified chartered Accountant it shall be conclusive for the purposes of this Lease of all matters of fact referred to in the account except in the case of manifest error, such account's to be made available to the **Lessee** on request.
- 1.2 The **Lessee** shall pay for the period from the date of commencement of this Lease Agreement to the Computing Date next following the date of this Lease a provisional sum to be agreed upon mutually with **Lessor** on account of the Building Service Charge and the Estate Service Charge the first payment being a proportionate sum in respect of the period from and including the date of lease commencement to and including the day before the next quarter day to be paid on the date of this Lease the subsequent payments to be made in advance on the relevant quarter days in respect of the relevant quarters.
- 1.3 The **Lessee** shall pay for the next and each subsequent Financial Year a provisional sum calculated upon a reasonable and proper estimate by the Surveyor acting as an expert and not as an arbitrator of what the Building Annual Expenditure and the Estate Annual Expenditure is likely to be for that Financial Year by four equal quarterly payments on the usual quarter days in advance.
- 1.4 If the Building Service Charge and the Estate Service Charge for any Financial Year shall:

- (a) Exceed the provisional sum for that Financial Year the excess shall be due to the **Lessor** on demand; or
- (b) Be less than such provisional sum the overpayment shall be credited to the **Lessee** against the next quarterly payment of the Building Service Charge and the Estate Service Charge, or, if it is at the end of the Term, the overpayment shall be refunded to the **Lessee**.

1.5 Computation of the Building Service Charge and Estates Service Charge shall take into account and include the provision of incidental services to the building and estate as detailed in Clause 2.0 hereinafter.

## 2.0 Payment of Reimbursable Fees and Other Disbursement

The **Lessee** shall reimburse the **Lessor** for:-

### 2.1 Fees:

2.1.1 The reasonable and proper fees and disbursements (and any sales tax payable on them, save where the same is recoverable by the **Lessor**) of:-

- (a) The Surveyor the Accountant and any other individual firm or company employed or retained by the **Lessor** for (or in connection with) such surveying or accounting functions relating to the management of the building and the estate.
- (b) The managing agents (whether or not the Surveyor) for or in connection with:-
  - (i) The management of the building and estate.
  - (ii) The collection of the Building Annual Expenditure and Estates Annual Expenditure and all other sums due to the **Lessor** from the **Lessee**.



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(iii) The performance of the Building Services and Estate Services and other duties in and about the building or any part of it, save as to costs relating to the rebuilding, renewing and reinstating the structure and roof of the building.

(c) Any individual firm or company valuing the building and the estate for the purposes of assessing the full cost of rebuilding and reinstatement (but not more than once in any period of twelve months).

(d) Any individual firm or company providing caretaking arrangements and services to the building and the estate.

(e) Any other individual firm or company employed or retained by the **Lessor** to perform (or in connection with) any of the Building Services and Estate Services or any of the functions or duties referred to in this paragraph.



The reasonable fees of the **Lessor** or a Group Company for any of the Building Services and the Estates Services or the other functions and duties referred to in paragraph 2.1.1 above that shall be undertaken by the **Lessor** or a Group Company and not by a third party.

## 2.2 Employment Costs:

The reasonable and proper cost of employing (whether by the **Lessor**, a Group Company the managing agents or any other individual firm or company) such staff as the **Lessor** may in its absolute discretion deem necessary for the performance of the Building Services and the Estate Services such as maintenance and security and the other functions and duties and all other incidental expenditure in relation to such employment including but without prejudice to the generality of the above.

(a) Insurance pension and welfare contribution.

(b) The provision of uniforms and working clothing.

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- (c) The provision of vehicles tools appliances cleaning and other materials fixtures fittings and other equipment for the proper performance of their duties and a store for housing the same and except that where the services or the functions and duties referred to in Schedule B (or any of them) are undertaken by the **Lessor** or a Group Company rather than by a third party nothing in this Schedule shall permit the **Lessor** to include in the Building Annual Expenditure and the Estate Annual Expenditure both a fee by virtue of Clause 2.0 of this Schedule above for the performance of the same and also by virtue of this paragraph the cost of employing staff to perform them and in such circumstances the **Lessor** shall in its absolute discretion in respect of each Financial Year elect to including in the Building Annual Expenditure and the Estate Annual Expenditure either a fee for any such items or the cost of employing staff to perform them.



### 2.3 Contracts for Services:

The reasonable and proper cost of entering into any contracts for the carrying out of all or any of the Building Services and the Estate Services and other functions and duties that the **Lessor** may in its absolute discretion deem desirable or necessary.

### 2.4 Outgoings:

All rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed on:-

- (a) The whole of the building and the estate where there is no separate charge assessment or imposition on or in respect of an individual unit.
- (b) The whole of the Retained Parts or any part of them including but without prejudice to the generality of the above residential accommodation for caretakers engineers and other staff employed in connection with the building and the estate.

  
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**2.5 Electricity/Gas:**

The cost of the supply of electricity gas, oil or other fuel for the provision of the Building Services and the Estate Services and for all purposes in connection with the Retained Parts

**2.6 Road Charges:**

The reasonable and proper amount which the **Lessor** shall be properly called upon to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing any ways roads pavements or structures pipes or anything which may belong to or be used for the building and the estate or any part of it ~~exclusive of~~ common with other neighbouring or adjoining premises

**2.7 Regulations:**

The reasonable and proper costs charges and expenses of preparing and supplying to the **Lessees** copies of any regulations made by the **Lessor** relating to the building and the estate or the use of it.



**2.8 Water Charges:**

Water rate assessed in connection with the services provided by the Lessor in the Building including water to the lavatories.

**2.9 Nuisance Removal:**

The cost to the **Lessor** of abating a nuisance in respect of the building and the estate or any part of it in so far as the same is not the liability of any individual **Lessee**.

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**SCHEDULE E  
PLANS  
FIRST FLOOR SPACE**

(For identification purposes only)

It is recorded that the shape, area and location of the Leased Premises as shown on this plan are for identification purposes only. The Landlord does not warrant the Leased Premises will be exactly as set out in this plan.



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