

LEASE AGREEMENT

BETWEEN

AZIM HUSSEIN DEWJI

AND

SIMBA SUPPLY CHAIN SOLUTIONS LIMITED

**IN RESPECT OF LEASE OF LAND AT
NGUVUMALI TANGA**

JUNE 2024

LEASE AGREEMENT

This Agreement is made at Dar es Salaam this day of 2024

By and Between

Azim Hussein Dewji whose address is of PO Box No. 19681, Dar es Salaam, hereinafter called “**the Lessor**” which expression shall where the context so requires include its administrators, executors, and assigns of the one part.

And

Simba Supply Chain Solutions Ltd. of PO Box 19681, Dar es Salaam, (hereinafter called “**the Lessee**”) which expression shall unless the context requires otherwise include its assigns and successors in title and/or right.

WHEREAS, The Lessor warrants and represents to the Lessee that he is the legal owner and in possession of the Premises located at Plot No. 1 Block C Nguvumali, Tanga Municipality (Hereinafter referred to as “**the demised premises**”) of which is herein demised and that he is legally capable and duly authorized to enter into this Lease and perform all the obligations set out herein.

AND WHEREAS the Lessor has agreed to lease the demised premises referred to hereinabove to the Lessee on the terms and conditions hereinafter contained.

Now This Agreement Witnesseth as follows:

1. Lease

1.1. In pursuance of the said agreement and in consideration of the rent hereby reserved and the Lessee’s Covenants hereinafter mentioned, the Lessor hereby demises unto the Lessee the demised premises.

2. Rent

2.1. In consideration of the grant of the Lease to use the demised premises as aforesaid, the Lessee shall pay to the Lessor monthly rent of Tanzanian Shillings One Million (1,000,000.00 TZS), payable monthly in advance from the date of commencement of the Lease Agreement (hereinafter referred to as “**the rent**”).

2.2. The rent shall be payable monthly in advance by the Lessee to the Lessor without any default.

2.3. The Lessee shall pay the rent to the Lessor's designated bank account.

3. Term

3.1. The term of the Lease is twenty (20) years commencing from the signature date, subject to renewal upon mutual agreement of both parties.

3.2. The rent shall be subject to an increase of 5% after each five years.

4. Lessee's Rights and Obligations

The Lessee hereby covenants with the Lessor as follows:

- a. To pay the rent at the time and in the manner herein provided.
- b. To occupy the demised premises for the Lessee's authorized activities only.
- c. To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges (including meter rents if any) in connection with the demised premises during the said term.
- d. To keep the interior and exterior of the demised premises and appurtenances thereof tidy and in good condition throughout the term (fair wear and tear excepted).
- e. Upon prior appointment, to allow the Lessor and/or his agents at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised house.
- f. Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage, or inconvenience to the Lessor or the neighbourhood (installations and mounting of aerials for radios, televisions, and other communications excepted).
- g. Not to use the demised premises or any part thereof for any illegal or immoral purpose.
- h. To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and condition in accordance with the covenants herein contained.
- i. The Lessee shall, with the consent of the Lessor, have the right during the existence of this Lease to attach fixtures in or upon the demised premises hereby leased which fixtures so

placed in or upon or attached to the said demised premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the determination of the Lease or within a reasonable time after the Lease is terminated.

- j. To maintain the surroundings of the demised premises, including carrying out repairs and maintenance of all structural elements and systems where required, and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof. The right of entry for purposes of conducting the repairs must be made at prior appointment with the Lessee.
- k. All maintenance and development costs, including but not limited to construction and labor expenditures, shall be the sole responsibility of the Lessee. It is expressly agreed that rental payments are not included in these expenditures.

5. Lessor's Rights and Obligations

The Lessor hereby covenants with the Lessee as follows:

- a. Subject to the Lessee's performing all the covenants herein above specified, not to interfere or allow other persons rightfully claiming under or in trust for the Lessor to interfere, interrupt, or intrude upon the Lessee's peaceful enjoyment of the demised premises throughout the said term.
- b. The Lessor reserves the right to enter the premises to inspect the property so long as such entry is at prearranged times with the consent of the Lessee (which consent shall not be unreasonably withheld) and at the Lessee's discretion.

6. Lessee's Default

- 6.1. In the event the Lessee fails to fulfil any of its obligations under this Lease and where this Lease specifically provides no other remedy for such failure, the Lessor shall give the Lessee notice in writing to remedy the breach within a period of not less than one month. If upon notice the Lessee fails to remedy the default, the Lessor will be entitled to issue a statutory notice of termination of the Lease.

7. Termination

- 7.1. Either party wishing to terminate this Agreement shall provide a three-month notice of termination to the other party.

7.2. Upon termination, both parties shall be obliged to settle any pending and/or outstanding balances, fees, and any other required modifications or any other obligations agreed between the parties and as per the terms of this Agreement.

8. General Terms and Conditions

8.1. If at any time during the term of lease, the demised premises or any part thereof shall be destroyed or damaged by an act of God or force majeure deeming it unfit for use, the parties shall discuss the best possible option.

8.2. Should the Lessee desire to vacate the demised premises during the continuation of the Lease, the Lessee shall give a three-month written notice signifying such intention.

8.3. If the Lessee shall be desirous of taking a lease of the demised house for any further term upon the expiration of the term hereby granted, he shall be obliged to give the Lessor a six-month notice of such desire prior to the expiration of the term hereby granted.

9. Dispute Resolution, Governing Law, and Jurisdiction

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

9.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Tanzania over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

In Witness Whereof, the Parties hereto have duly executed these presents in the manner hereinafter appearing.

SIGNED and **DELIVERED** at Dar es Salaam by the said **Azim Hussein Dewji** who is known to me personally/who has been identified to me by _____ the latter being known to me personally this _____ day of _____, 20.....

} _____
LESSOR

Witness:-

Signature: _____


Name: _____


Postal Address: _____

Qualification: **Advocate/Notary Public**

SEALED with the **COMMON SEAL** of the said **SIMBA SUPPLY CHAIN SOLUTIONS LTD** DELIVERED in our presence this __ day of _____, 20.....

} _____
LESSEE

Signature: 
Name: Hussein Azim Dewji
Address: P. O BOX 19681
DSM, Tanzania
Qualification: DIRECTOR

Signature: 
Name: Aly Azim Dewji
Address: P. O BOX 19681
DSM, Tanzania
Qualification: DIRECTOR