

**THE REGISTRATION OF DOCUMENTS ORDINANCE
(CAP 117)**

LEASE AGREEMENT

BETWEEN

MR. MUSHTAK ISMAIL AND FEISAL A. MERALI

AND

M/s SIMBA SUPPLY CHAIN SOLUTIONS LIMITED

**FOR LEASE OF OFFICE NO. 1002, 10TH FLOOR
ON PLOT NO. 123/50 AT, SAMORA AVENUE
DAR ES SALAAM (150SQM)**

J. Khan *P*

**THE REGISTRATION OF DOCUMENTS ORDINANCE
(CAP 117)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam within the Republic of Tanzania on this **01 November, 2018.**

BETWEEN

MR. MUSTAK ISMAIL AND FEISAL A. MERALI of P. O. Box 20218, DAR ES SALAAM (hereinafter referred to as "**the LESSOR**" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

AND

SIMBA SUPPLY CHAIN SOLUTIONS LTD, a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212, replaced by Act. No. 12 of 2002) of P.O. Box 19681, 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 one part.

AND WHEREAS the LESSOR has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.

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

- (a) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of **two years** Commencing on the **1st November 2018 till 31st October 2020** (hereinafter called effective date) (Renewable by mutual agreement) at a monthly rent of Tsh 2,300,000 (Tsh Two Million Three Hundred Thousand Only) payable six months in advance, thereafter every semi annually.
- (b) To pay all charges for electricity, Water, telephones, Internet, Cable TV & Radio Communication, Taxes and Duties if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges. The Electricity will be bought directly from the management office as and when required.
- (c) To Pay Monthly Tsh 586,500 plus VAT directly to the Management Office for maintenance of common area and the responsibility of keeping the premises clean and disposal of the garbage generator due to activity of the Lessee out of the building shall lie exclusively with the lessee
- (d) The lessee will submit a copy of their documents necessary for running the business including the Registration, VAT Certificate, TIN Certificate and Business License prior to starting the operation and display within the shop as necessary as per the law. The Lessee shall pay for stamp duty 1% on the yearly basic rent.
- (e) The Lessor is not responsible for the theft of disappearance of any goods or commodities placed inside the shop.

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- (f) The premises will be opened for access to the lessee between 8.00 am to 8.00 pm on every working days and the Lessee will conduct its activities in manner that is not disturbing other parties and shoppers sharing the premises – like inward and outward movement of heavy goods should be done before 10.00 am.
- (g) Not (without the previous consent in writing of the Lessor) to make any alterations or additions to the demised premises or to cut maim or injure any walls, structures, or timbers thereof.
- (h) In event where lessee shall require to make 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 alterations or additions to the demised premises
 - v) In the event of default due such 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.
- (i) 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.
- (j) 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 statues 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.
- (k) Not to keep/Store or permit to be kept/Stored on the demised premises any Alcoholic Consumables/Beverages.
- (l) 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.
- (m) To use the demised premises for use and occupation as a commercial premise for use of Office Only.
- (n) The Lessee shall keep the demised premises in clean and sanitarly complaint condition at all the times.

A handwritten signature in black ink, appearing to be 'John', with a large, stylized initial 'A' or 'J' below it.

- (o) Lessee shall not to assign sublet, or part with possession of the demised premises. In the case of a company any misdemeanors or breaches of the occupants shall be automatically imputed upon the Company, Tenant, Lessee, jointly 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.
- (p) The Lessee shall keep the premises clean and sanitarily complaint condition at all the time.
- (q) 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.
- (r) \To give notice of at least Three Month in advance before the expiry 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 th assume continuation of the existing lease for another period of six month at the new rental.

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

- (a) To keep the main structure, roof, walls and all other exterior parts of the property comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises.
- (c) The Lessor shall not be liable for any damage to any belongings or injury or life of the Lessee and/or the occupants of the demised premises.
- (d) The Lessee shall be responsible for safekeeping/security of his belongings in the demised premises.

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

- a. That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days after the same shall have become due (whether formally or legally demanded or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations here in contained and its part to be performed and observed the Lessor shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other.
- b. In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement.

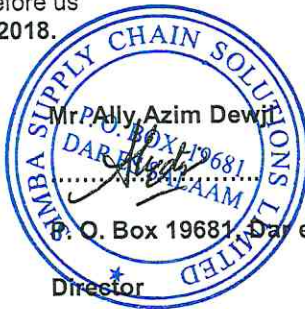
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- c. The Lessor shall not be liable for any injury whatsoever to the Lessee invitees servants or visitors of any kind wherever on the demised premises, including injury caused by the diligent working of any machinery by tradesman on the demised premises.
- d. The Lessor Management Company/ Lessor is not liable for the death of or injury to the Licensee, family member, Lessee, or his employees and or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them.

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

SEALED with the **COMMON SEAL**
Of the said **SIMBA SUPPLY CHAIN SOLUTIONS LTD**
And **DELIVERED** before us
This **1st November 2018**.

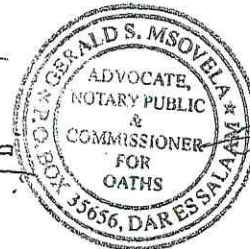
Name: Mr. Ally Azim Dewji
Signature: *[Handwritten Signature]*
Address: P. O. Box 19681, Dar es Salaam
Designation: Director



S/duty 276,000
WAT 1,380,000
Total 1,656,000
01/11/18

SIGNED and **DELIVERED**
By the said **MR. MUSHTAK ISMAIL AND MR FEISAL A. MERALI**
Who is known to me personally/identified
To me by latter being known to me
Personally in my presence
This **1st November, 2018**.

Name: MR. MUSHTAK ISMAIL
Signature: *for [Handwritten Signature]*
Name: MR. FEISAL A. MERALI
Signature: *[Handwritten Signature]*
Address: P. O. Box 20218, Dar es Salaam
Designation: PARTNER



ADVOCATE