

THE LAND REGISTRATION ORDINANCE (CAP – 334)
LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 8th day of October 2024

BETWEEN

EULALIA DANIEL MFINANGA (TIN:103-378-842), personal legal representative of **DANIEL LUKAS MFINANGA** (deceased) which includes his/her assignees, successors, heirs and/or administrator(s) of P.O. Box 23111 Oysterbay, Dar es Salaam (hereinafter referred to as “Lessor”) of one part

AND

TANTEL HOLDINGS LIMITED (TIN: 172-865-992) of P.O. Box 78677, Dar es Salaam (hereinafter referred to as “the Lessee”) of the other part.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 LEASE PERIOD AND RENT

- 1.1 **In consideration** of the rent and the Lessee’s covenants hereinafter reserved and contained, the Lessor hereby demises unto the Lessee all that office known as **Office No.2** situated on the ground floor measuring **241 square meters** (hereinafter called the demised premises) of DE Ocean Plaza, Plot No.400, Toure Drive, Msasani Area, Dar es Salaam (hereinafter called “the building”) **to hold** the demised premises unto the Lessee from the 1st day of November, 2024 for the term of three (3) years, subject to renewal.
- 1.2 The monthly rent of US Dollars Two Thousand Four Hundred Ten (**US\$2,410.00**) **VAT exclusive** shall be payable by-monthly (two months) in advance.

LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- 2.1 To pay the reserved rent on the days and in the manner aforesaid.
- 2.2 To pay, tear and discharge all charges for, telephone, electricity, internet charges, and other services consumed or used at or in relation to the demised premises save for stand by generators and building maintenance, lighting and cleaning of common areas, security, water charges incurred during the term of lease which shall be met by lessor.
- 2.3 Lessee shall unless hereinafter specified to the contrary, maintain the said demised premises in good repair and tenable condition during the continuation of this lease.
- 2.4 During the term of this lease, the Lessee may carry out at its own expense any partitioning and improvements to the premises that Lessee considers desirable. The Lessee shall seek the prior consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.
- 2.5 Whenever the premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, earthquake, flood storm, war, civil disturbance, government action or other similar casualty or event 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 Lessee exercise this option he shall provide written notice to the Lessor and no rent shall accrue to Lessor after such termination, which shall be effective as of the date of such destruction or damage.

- 2.6 Not to assign or sub-let the demised premises to any without the prior written consent of the lessor excluding subsidiaries of the Lessee (Tantel Holdings Ltd).
- 2.7 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, cost, charges, or expenses.
- 2.8 To use the demised premises for office purposes only.
- 2.9 Not to create or permit any willful noise or disturbance in the demised premises or to any other act or thing which in the opinion of the Lessor or its duly authorized representative may at any time be or become nuisance or annoyance to the Lessor and /or neighbors.
- 2.10 To permit the Lessor to enter upon the demised premises at reasonable times and upon reasonable prior notice for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed.
- 2.11 The Lessee shall cover by insurance policy their own properties within the building, the compound area and out of the compound parking area.
- 2.12 To keep and maintain the interior of the demised premises in good and tenantable condition throughout the lease period.
- 2.13 The Lessee shall pay the monthly service charge of US Dollars Seven Hundred Twenty-Three only (**US\$723.00**) **VAT exclusive** to the property manager - Equator Enterprises Co. Ltd.
- 2.14 The service charge shall be payable quarterly in advance to commence as the lease agreement.
- 2.15 The rent shall be payable to the **Lessor's Bank Account:**

Bank Country:	TANZANIA
Bank Name:	I & M BANK
Bank City:	DAR ES SALAAM
Branch:	OYSTERBAY
Swift Code:	IMBTZTZ
Bank Account Number:	30025048002
Currency	UNITED STATES DOLLARS

2.16 The service charge shall be payable to the **Property Manager's Bank Account:**

Bank Country:	TANZANIA
Bank Name:	NMB PLC
Bank City:	DAR ES SALAAM
Branch:	OYSTERPLAZA PREMIER
Swift Code:	NMIBTZZ
Bank Account Number:	23910000180
Currency	UNITED STATES DOLLARS
Account Holder:	EQUATOR ENTERPRISES CO. LTD.

3.0 **THE LESSOR HERE BY COVENANTS WITH THE LESSEE AS FOLLOWS:**

3.1 That the Lessee paying the rent hereby reserved and performing all covenants and stipulation herein on its part shall hold and enjoy quite possession of the demised premises during the said lease without any interruption by the Lessor or any person rightfully claiming under or in trust for it.

- 3.2 The Lessor undertakes to insure or cause to be insured and keep insured the demised premises against losses or damage by fire and or such other risks.
- 3.3 The Lessor shall not be liable for any damage caused to the property of the Lessee as a result from the interruption or fluctuation in the electric power supply, not emanating from the lessor's improper or negligent maintenance of the building.
- 3.4 The Lessor shall at her expense, be responsible for all major maintenance structural work and major repairs including but not limited to maintenance and repair of structural elements and systems.
- 3.5 The Lessor shall pay and discharge all land rent, rates, and assessments payable in respect of the demised premises save for stamp duty, which is borne by the Lessee. The Lessee shall pay stamp duty with TRA (Tanzania Revenue Authority) and shall provide a copy of proof of payment to the Lessor.

4.0 **THE LESSOR AND LESSEE FURTHER MUTUALLY AGREE AND DECLARE AS FOLLOWS:**

- 4.1 If the rent hereby reserved or any part thereof shall be unpaid for Thirty (30) days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed, then in any of the said case and so often as the same shall happen, it shall be lawful for the Lessor at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereon this demised shall immediately determine but without prejudice to right of action of the Lessor for any antecedent breach of the Lessee's covenants.
- 4.2 The Lessee shall signify in writing his wish for renewal of the lease period at least ninety (90) days before the expiry of the lease, in which event the Lessor shall respond otherwise.
- 4.3 The Lessee or Lessor may terminate this agreement by giving other party at least (90) days' written notice.
- 4.4 In the event of any dispute or claim arising from or in connection with this agreement which is not settled mutually by the parties hereto such dispute or claim may be referred by either party to a court of competent jurisdiction for adjudication and settlement in Tanzania.
- 4.5 Any notice to be given under this agreement may be given by sending the same by post, by the quickest mail available or by email, telefax addressed to the party concerned at its address as given herein above.
- 4.6 To display in the reception area of the building a nameplate or sign in positions and 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.
- 4.7 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 presently laid in or over or under other parts of the building or the estate.

- 4.8 The Lessee shall have a total of two (2) car park spaces free of charge within the compound.
- 4.9 The Lessee shall contribute their portion for the cost of fuel for the generators when needed. The Lessee shall be charged on a pro rata basis according to the space rented.



IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year in the manner herein after appearing.

SIGNED and **DELIVERED** at Dar es Salaam
 by the said **EULALIA LILIAN DANIEL MFINANGA**
 known to me personally this
 day of 2024

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 LESSOR

Before me:

Name:

Signature:

Postal Address:


Qualification:

SEALED with the Common Seal of the said
TANTEL HOLDINGS LIMITED
DELIVERED in the presence
 of us thisday of 2024

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Name: **DANIEL GABAI**

Signature: 

Postal Address: P.O.Box 78677, DSM

Qualification: Director

Name: **YUSUPH MUSSA ISSA**

Signature: 

Postal Address: P.O.Box 78677, DSM

Qualification: Head of legal/ Advocate

