

**LEASE AGREEMENT**

**BETWEEN  
AMER MOHAMED MBARAK COMPANY LIMITED**

.....  
**(LESSOR)**

**AND**

**XTRA ENERGIES COMPANY LIMITED**

.....  
**(LESSEE)**

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**FOR THE LEASE AGREEMENT OF ALL THAT PARCEL OF LAND AS PLOT NO. 74  
MEASURING 9,272 SQUARE METERS LOCATED AT KIGAMBONI,  
VIJIBWENI, DAR ES SALAAM WITH TITLE NO. 102347**  
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**THIS AGREEMENT** is made this 1<sup>st</sup> January 2025

**Between**

**AMER MOHAMED MBARAK COMPANY LIMITED** a private limited company incorporated under the Laws of The United Republic of Tanzania with Company incorporation Number 152423063 and of P.O Box 13656 (hereinafter referred to as the “Lessor/Landlor”) which expression shall where the context so admits include its personal representatives and or assigns) of the other part.

And

**XTRA ENERGIES COMPANY LIMITED** a private limited company incorporated under the Laws of The United Republic of Tanzania with Company incorporation Number 151083129 and of P.O Box 13656 (hereinafter referred to as the “Lessee/Tenant”) which expression shall where the context so admits include its personal representatives and or assigns) of the other part

**WHEREAS.**

The Lessor is the registered owner of ALL THAT parcel of land as **Plot No. 74 measuring 9,272 square meters located at Kigamboni, Vijibweni, Dar es salaam with title No. 102347** (hereafter the referred to as (herein after called “**THE PROPERTY**”) and desires to lease the said property to the Lessee, and the Lessee desires to take the said property on the lease basis on terms hereinafter appearing:

**NOW WHEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

**A. TENURE:**

1. The Lessor agrees to let the lessee, and the lessee agrees to rent and occupy **THE PROPERTY** for a period of **15 years** from the **1<sup>st</sup> January 2025 to 1<sup>st</sup> January 2040**
2. THAT the term hereby created may at the option of the Lessee be extended for a further term as shall be agreed by both parties upon serving to the Lessor written notice of at least two (2) months before the expiry of the initial terms of lease granted, and the new Lease shall be upon new terms and conditions as to rent and tenure which will have to be agreed upon by the Lessor and Lessee prior to renewal.

**B. RENT AND TERMS OF PAYMENT**

3. That the monthly rent shall be **Tanzania Shillings Two Million (TZS 2,000,000)**
4. That the annual rent shall be **Tanzania Shillings Twenty-Four Million Only (TZS. 24,000,000).**
5. Notwithstanding the monthly calculation, the entire annual rent shall be paid in advance at the beginning of each lease year, on or before the 5<sup>th</sup> day of January of each respective year throughout the lease term.
6. All rent payments shall be made in cleared funds to the Landlord's designated bank account or by such other method as may be agreed in writing by the Parties.
7. The Tenant shall pay the rent without any deduction, set-off, or counterclaim, except as may be required by law or as expressly agreed in writing by the Landlord.
8. **Right to construct.**
  - 8.1. The Lessor hereby grants the Lessee the right, at the Lessee's sole cost and expense, to construct a godown, storage facilities, and associated yard improvements on the leased premises, provided that such construction is in full compliance with applicable laws, regulations, and local authority requirements.
  - 8.2. The Lessee shall be solely responsible for obtaining all necessary planning permissions, building permits, and approvals from relevant authorities prior to commencement of any construction. The Lessee shall provide the Lessor with copies of all such approvals upon request.
  - 8.3. The Lessee shall ensure that all construction works are carried out professionally, in a safe and workmanlike manner, using materials of good quality, and in accordance with approved building plans and applicable building codes.
  - 8.4. Unless otherwise agreed in writing, all buildings, structures, and permanent improvements erected by the Lessee shall remain the property of the Lessee during the lease term. Upon expiry or earlier termination of the lease, the Parties shall agree in writing whether:
    - a) The Lessee shall remove such structures and restore the premises to their original condition at its own cost; or

b) The structures shall remain on the land and vest in the Lessor without compensation.

8.5. The Lessee shall not be entitled to claim any compensation from the Lessor for the cost of construction or value of improvements made on the premises at any time during or after the lease term.

8.6. The Lessee shall not, whether through construction, use, or removal of improvements, cause any permanent or substantial damage to the land. The Lessee shall take all reasonable precautions to protect the soil, vegetation, and physical integrity of the land.

8.7. The Lessee shall insure the godown and related improvements against risks including fire, theft, and damage, and shall indemnify the Lessor against any liability arising out of the construction or use of the structures.

8.8. In the event of any destruction, contamination, or substantial alteration to the land caused by the Lessee or its agents as a result of its works, the Lessee shall promptly and adequately compensate the Lessor for all loss, damage, or costs of remediation as assessed by an independent valuer or expert jointly appointed by the Parties.

8.9. The obligations in this clause shall survive the termination or expiry of this Lease until full compliance and restoration are effected.

8.10. Throughout the term of this Lease, any property tax, building levy, or other statutory charges imposed by the Government or local authority in respect of the premises shall be borne and paid by the Lessee unless otherwise agreed in writing by the Parties.

#### **9. Restoration Upon Expiry or Termination**

Upon the expiration or earlier termination of this Lease, the Lessee shall peacefully vacate the premises and, unless otherwise agreed in writing by the Lessor:

- a) Restore the premises to the same condition it was in at the commencement of the Lease, fair wear and tear excepted; and
- b) Ensure that no rubble, debris, waste material, or construction remnants remain on the site.

10. The Lessee **HEREBY COVENANTS** with the Lessor as follows namely:

- (a) To pay the reserved rent on the days and in the aforesaid manner, and to use **THE PROPERTY** for business purposes only.
- (b) The Lessee shall, throughout the term of this Lease, keep the leased premises, including any structures, open spaces, and surrounding areas, in a clean, orderly, and good condition, free from nuisance, environmental degradation, or any form of physical deterioration.
- (c) The Lessee shall not, whether through construction, use, or removal of improvements, cause any permanent or substantial damage to the land. The Lessee shall take all reasonable precautions to protect the soil, vegetation, and physical integrity of the land.
- (d) The Lessee shall not use **THE PROPERTY** for illegal or immoral purposes.
- (e) Not to carry on or suffer to be carried on upon the premises or any part thereof any dangerous, noxious noise, offensive activities whatsoever.
- (f) To permit the Lessor and its agents with or without workmen and others at all reasonable times of the day and upon 48 hours' notice, to enter upon and view the condition of **THE PROPERTY**.
- (g) To pay and discharge all charges of electricity, telephone, unlimited internet, sewage, garbage collection charges and water used or consumed in the premises during the period of lease by the Lessee.
- (h) At the termination of the tenancy hereby created to yield up **THE PROPERTY** and all fixtures (if any) and fittings thereof the Lessor in a good, clean and tidy condition (fair wear and tears acceptable) in accordance with the foregoing covenants.
- (i) The Lessee has the right to make the necessary renovation and decorating to **THE PROPERTY** according to any of its residential requirements on his own expenses without damaging the property.
- (j) The Lessee will be responsible for payment of insurance of its personal effects including existing fixtures, building and fittings on the premises at the commencement of the lease.

11. The Lessor **HEREBY COVENANTS** with the Lessee as follows namely:

- (a) That the Lessee paying the said rent and performing and observing all the covenants or its parts hereinbefore contained have the right to quietly enjoy THE PROPERTY during the said term without any interruption by the Lessor or any person claiming under or in trust of it.
- (b) To provide necessary assistance for the Lessee to apply for the corresponding permit if involved during the rental of the property.

12. Provide always and it is hereby expressly agreed and declared that:

- a) If the rent hereby reserved or any part thereof shall be unpaid for 30 days after becoming payable (Whether formally demanded or not) or if any covenant on the Lessee' part herein contained shall not be performed or observed then, and in any of the said cases, the Lessor shall have the right to require the Lessee to take remedy action within 30 days after receiving the notice. In case the Lessee fails to remedy effectively within 30 days after receiving the notice, it shall be lawful for the Lessor to terminate this agreement for any breach of the Lessee's covenants herein contained.
- b) If any time during the term hereby granted THE PROPERTY or any part hereof shall be destroyed or damaged by the fire (not occasioned by the willful act on the neglect or default of the Lessee or its employees, visitors or servants) or act of God for force majeure then, and in any such case and so often as the same shall happen, the rent, hereinbefore received or a fair and just proportion thereof according to the nature and extent of the injury or damaged sustained, shall cease to be paid and the rent or proportion of the rent that has been paid for the period of the next payable term shall be refund to the lessee so long as the premises hereby or the destroyed or damaged part thereof is not fit for normal occupation.

13. If the Lessee shall be desirous of talking the new lease of THE PROPERTY after the expiration of the term hereby granted, the Lessee shall deliver to the Lessor a written notice two (2) months before the expiration of the said term. The Lessee shall have a preferential right to extend the agreement period after the expiration of the agreement period on the same terms and conditions subject to any review that the parties may agree.

14. The lessee does not have the right to sublease the property without the prior written consent of the Lessor and upon fulfillment of such set conditions as set by the Lessor.

## **15. Mutual right to Terminate.**

Either Party may terminate this Lease before the expiry of the term by giving the other Party not less than three (3) months prior written notice of its intention to terminate.

### **15.1. Obligations Upon Termination**

Upon the issuance of such notice and the subsequent termination of the Lease:

- a) The Lessee shall peaceably vacate the premises and remove all its belongings and equipment.
- b) The Lessee shall be entitled, at its own cost, to remove any building or structures it has erected on the premises, provided that such removal does not cause material damage to the land.
- c) If the Lessee elects not to remove the building, or fails to do so within the notice period, ownership of such structures shall automatically vest in the Lessor without compensation.

### **15.2. Compensation and Restoration**

The Lessee shall restore the premises to its original condition, fair wear and tear excepted and compensate the Lessor for any loss or damage arising from the construction or removal of such buildings or from failure to restore.

### **15.3. Survival of Obligations**

All obligations relating to restoration, removal of structures, and compensation shall survive termination and shall remain binding until fully discharged.

## **16. Dispute resolution.**

In case of any dispute between the parties the same shall be referred to the court of law with Jurisdiction in the United Republic of Tanzania.

17. The Lessee and Lessor shall comply with all relevant Government laws and Regulation applicable to the business conduct.

18. This agreement shall be governed by the Laws of Tanzania.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands the day and year herein before appearing.

SEALED with a COMMON SEAL of  
**AMER MOHAMED MBARAK COMPANY LIMITED**

LESSOR

And delivered in my presence on this day of 1<sup>st</sup> January 2025

Name: AMER MOHAMED MBARAK  
Signature: [Signature]  
Date: 01/01/2025  
Designation: DIRECTOR



Name: MBARAK AMER NAHDI  
Signature: [Signature]  
date: 01/01/2025  
Designation: DIRECTOR

SEALED with a COMMON SEAL of  
**XTRA ENERGIES COMPANY LIMITED** and Delivered in  
my presence on this 1<sup>st</sup> day of January 2025

LESSEE

Name: BILAL AMER MOHAMED NAHDI  
Signature: [Signature]  
Date: 01/01/2025  
Designation: DIRECTOR



Name: AMER MOHAMED MBARAK  
Signature: [Signature]  
date: 01/01/2025  
Designation: DIRECTOR

**BEFORE ME:**

Name: MUSA RAPHAEL MBAGA  
Postal Address: 1671 DAR ES SALAAM

Signature: [Signature]

Date: 1<sup>st</sup> January 2025

Qualification: COMMISSIONER FOR OATHS

