

~LEASE AGREEMENT~

**THIS LEASE IS MADE AT DAR ES SALAAM**

**THIS 1<sup>st</sup> DAY OF January, 2025**

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**BETWEEN**

**CROWN CORPORATE SERVICE LIMITED** a registered Company in Tanzania with Incorporation No. 89023 of P. O Box 8840, Dar es salaam  
E mail: [info@crowncorporateservice.com](mailto:info@crowncorporateservice.com) Dar es Salaam, Tanzania  
(hereinafter referred to as "**the Lessor**") of the one part;

**AND**

**TOSHA FARMING LIMITED** a registered Company in Tanzania with Incorporation No. 164759350 of P. O Box 21343, Dar es Salaam, Tanzania, (hereinafter called "**the Lessee**") of the other part.

The Lessor and the Lessee will hereinafter be referred to as "Party", individually and together as "Parties" wherever applicable.

- A. WHEREAS**, the **Lessor** is desirous of leasing his office space unit situated on **A 101** on the **1<sup>st</sup> Floor, Plot No. 1127, Block "159", Al-Wahda Building, 8 Bibi Titi Street, Mchafukoge area, Ilala Municipality, Dar es Salaam** (hereinafter referred to and described as "**the demised premises**").
- B. WHEREAS** the Lessee has approached the Lessor for occupying and using the Demised Premises on a lease rental basis, which the Lessor has agreed on terms and conditions mutually agreed upon by and between the Parties hereto.
- C. AND WHEREAS** the **LESSOR** has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND PARTIES HERETO AS UNDER.**

**1. PREMISES**

The Lessor shall grant the Demised Premises unto the Lessee and the Lessee hereby accepts to occupy and use the Demised Premises on a lease rental basis for a period of **Twelve (12)** months.

## **2. TITLE DEED**

The Lessor warrants and represents, upon which warranty and representation the Lessee has relied upon in the execution of this Lease Agreement, that the Lessor is the owner of the Demised Premise, and the Demised Premises is free and clear from any encumbrances.

## **3. COMMENCEMENT, DURATION, RENEWAL AND REGISTRATION OF THE LEASE AGREEMENT.**

- a)** The lease Agreement shall be deemed to have commenced on **1<sup>st</sup> day of January, 2025** and shall be in force for a period of **Twelve (12) months**, until **31<sup>st</sup> December, 2025**, on the same terms and conditions contained herein below.
- b)** If the intent to renew is expressed in writing by the Lessee to the lessor within three (3) months before expiry of this lease agreement, the Lessor shall by writing make a decision of renewal or non-renewal of the Lease agreement within one (1) month from the receipt of the Lessee's notice of intent to renew.
- c)** The Lessor shall allow the Lessee to use the Demised Premises without any hindrance, obstacles etc subject to the Lessee paying the lease rentals on or before the stipulated date of payment.
- d)** The Lessor shall obtain all statutory clearances and approval for registration of this disposition by way of lease.

## **4. LEASE RENTAL**

- a)** It is hereby agreed between the parties hereto that the monthly rentals shall be **USD 200 (United States Dollars Two Hundred)** only per month, payable every six months in advance. The rent in the sum of **USD 1,200 (United States Dollars One Thousand Two Hundred)** only shall be paid to the Lessor immediately after execution of this Agreement. The Lessee is not

exempted from payment of all taxes in the United Republic of Tanzania.

- b)** It is hereby agreed between the parties hereto that the Lessee shall pay Reserved Rent to the Lessor in respect of the demised premises in the sum of **USD 2,400 (United States Dollars Two Thousand Four Hundred)** only **per annum**, exclusive of 10% withholding tax, 18% VAT and 1% stamp duty.
- c)** It is hereby agreed between the parties hereto that the Lessee shall pay the sum of **USD 50 (United States Dollars Fifty)** only for service charges per month. The service charge shall include security, generator \_\_\_\_\_.
- d)** It is hereby agreed between the parties hereto that all rent and Service Charges will be paid **one (1) month** in advance.
- e)** The Lease rentals exclude security, water, electricity and cleaning of the premises. The Lessee shall be responsible for its own security, water, electricity and cleaning of the Demised Premises.
- f)** It is hereby agreed by and between the parties that the Lessee shall pay the rent in advance on a six months / annual basis. The lease rentals shall be transferred to the Lessor's bank account as indicated hereunder:

Bank Name:	
Account Name:	
Branch:	
Swift Code:	
Account Number:	
Currency:	

- h)** The payment of the lease rentals and service charges shall be proved by bank slip, swift copy and/or receipt issued by the Lessor's/ Lessee's bank (whatsoever is applicable). This lease will be in effect only upon confirmation of received funds by the Lessor.
- i)** All payments to be made to the Lessor under this lease agreement shall be made in United States Dollars.

## 5. COVENANTS OF THE LESSOR

The lessor confirms and covenants that:

- a)** The Lessor has absolute rights over the Demised Premises and is competent to give the Demised Premises on lease to the Lessee.
- b)** There are no liens, encumbrances or charges on the Demised Premises or any third-party claim or interest therein.
- c)** The Demised Premises is in tenantable and habitable condition suitable for the use of the Lessee.
- d)** To pay all existing and future land rates taxes in respect of the Demised Premises.
- e)** Subject to satisfactory performance of the Lessee's covenants, as set forth in this agreement, the Lessor will allow the Lessee to enjoy quiet and peaceful possession of the Demised Premises during the period without disturbance in any manner whatsoever from the Lessor or any other persons representing the Lessor.
- f)** The Lessor shall provide the Lessee with all the keys for each internal and external lock to the premises.
- g)** The Lessor will not seize the properties of the Lessee in the Demised Premises and will not violate sanctity of those properties at any time or any form of violation.
- h)** The Lessor agrees that it is prohibited to intervene with the security procedures and the installed security systems that will be set up in the Demised Premises.
- i)** At all material time during the said lease period the safety and security of the common area will be under the Lessor.

## **6. LESSEE'S COVENANT**

The Lessee hereby covenants as follows:

- i)** To permit the Lessor to enter the demise premises by reasonable prior notice and at all reasonable hours in the day time for the purpose viewing the condition of the premises and in the case of emergencies. The Lessee shall further permit the Lessor to enter the Demised Premises by reasonable hours in the day time for the purpose of viewing

the condition of the premises by a prospective buyer of premises Lessor provided that the privacy of the Lessee shall be maintained.

- ii)** At all times to keep the interior of the demised premises and the appurtenances thereof doors, windows, and other fixtures, fittings, fastenings and electric wire in good order and conditions.
- iii)** To maintain the Demised Premises and its assets in good condition and shall have no right to use them in a manner contrary to the terms and conditions of the Lease Agreement.
- iv)** Not to change, demolish, construct, remove or establish other buildings, partitions or section without written permission from the Lessor throughout the Lease period.
- v)** To take into account all necessary security and safety rules to maintain safety and security of the Demised Premises in accordance with the normal use throughout the lease period.
- vi)** To return the Demised Premises in the condition it was before without being obligated to remove amendments that were done due to improvements or repairs and not liable for damage or harm occasioned by ordinary **wear and tear**.
- vii)** Not to carry out any hazardous, noxious, offensive or unlawful activity in the Demised Premises or any part thereof, nor to do anything therein which may be or may cause harm to the residents and other occupants in the neighbourhood.
- viii)** To maintain the Demised Premises in good condition during the tenure of this Lease.
- ix)** In the event of the Lessee failure to pay the rent when due and or outstanding and other payments in the manner set out in this lease agreement, in the event of legal personality, the Directors of the Lessee shall provide Personal Guarantee as a security for payment of the rent to the Lessor, irrespective of the validity and legal effects of the above-mentioned credit relationship. The Lessee and the respective Directors hereby wave all rights of objection and defence that may arise thereof, the Directors hereby irrevocably undertake to pay the Lessor, upon first demand, any amount upon receipt of request for payment stating that

the Lessee has not paid the amount claimed under this Lease on the due date.

- x)** At all material time during the said term the lessee indemnify the Lessor against claims, loss or damage for the properties belongs to the Lessee as safety and security of the properties in the demised premises will be under the Lessee.
- xi)** To use the said Demised Premises for the intended purpose as office space only and not to change the use thereof without prior written consent of the Lessor and to abide by the conditions embodied in such consent.
- xii)** If default shall be made in the performance of any of the covenants, on the part of the Lessee, then the term of the lease herein contained shall cease notwithstanding anything to the contrary and without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any covenants by the Lessee hereinabove.
- xiii)** Not to allow assigning, subletting, underletting, or parting with possession of the Demised Premises or any part thereof.
- xiv)** Any refurbishment done by Lessee in the Demised Premises shall be at their own cost. However, a written consent of the Lessor must be procured before commencing the refurbishment.
- xv)** The Lessee shall make good at their own expense both as to material and labour, all damages to the Demised Premises, occasioned through the fault or negligence of the Lessee or its guests/visitors.
- xvi)** To take care of any fumigation, in or on the premises if so desired by the Lessee.
- xvii)** The Lessee is responsible for replacing any light bulbs that no longer work within the premises. They are also responsible for the maintenance and repair (if damaged or not functioning after the lessee moves in) of all electrical equipment in the demised property.
- xviii)** To make good any stoppage or damage to the drains, which shall be caused by negligence of the Lessee, servant or visitors. Unless the Lessee shall prove the contrary to the satisfaction of the Lessor, this cost of making good the same shall fall on the Lessor.

*xix)* To keep all lavatories, kitchen sinks, toilets, and all other water and plumbing apparatus in good order and shall use the same only for the purposes for which they were constructed. The Lessee, members of his/her organisation, guests, visitors or servants shall not allow any food, sweepings, rubbish, sanitary materials, wipes of any kind, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing blocked plumbing and drainage resulting from misuse shall be borne by the Lessee.

*xx)* Not *(without the prior 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, tiles or timbers thereof and also not to drill holes in the walls made of tiles in all washrooms as well as the guest toilets and kitchen tile walls that could result to the retiling of the surface affected at the Lessee's cost.

*xxi)* At the time of expiry of this lease agreement or sooner upon termination of the tenancy, the Lessee shall hand over the said Premise to the Lessor completely with all keys and in the same manner and good condition it was found at the beginning of this lease agreement, **wear and tear excepted**. No items such as trashes, boxes or left over should remain in the house as well as outside on the premises.

## **7. TERMINATION**

It is mutually agreed that;

*i)* Either party may terminate this lease Agreement by giving the other party Sixty (30) days written notice of its desire to do so.

*ii)* The notice to terminate the lease agreement shall be in writing.

*iii)* The Lessee shall at expiration of the said notice deliver vacant possession of the demised premises to the Lessor. The notice to terminate the Lease Agreement by the Lessee shall be valid only if accompanied by payment of the rent and the service charge for the unexpired term of the Lease, If applicable, **PROVIDED NEVERTHELESS** the Lessor may determine the Lease Agreement by giving the Lessee

ONE (1) month notice if the Lessee is in default of any of the clause of the Lease Agreement.

**8. DISPUTES**

(i) Notwithstanding the forestated, any dispute and controversies arising out of / or relating to the performance, interpretation and application of this Lease Agreement shall be resolved amicably between the Lessor and the Lessee, through consultations and negotiations.

(ii) Failure to resolve the dispute amicably within 30 (Thirty) days the dispute may be referred to any Court of competent jurisdiction in the United Republic of Tanzania.

**9. GOVERNING LAW**


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


IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN DUPLICATE ORIGINAL ON THE DATES INDICATED BELOW.

CROWN CORPORATE SERVICES LIMITED  
P. O. BOX 8840  
DAR ES SALAAM

SEALED with the COMMON SEAL of the  
said CROWN CORPORATE SERVICE LIMITED  
on this 1<sup>st</sup> day of January, 2025.

**IN OUR PRESENCE: -**

1. NAME : SAID ISALE UMANYWA  
ADDRESS : 8840 DAR-ES-SALAAM  
SIGNATURE :   
QUALIFICATION : DIRECTOR

2. NAME : FERISIER RAPHAEL OLANGU  
ADDRESS : 8840 DAR-ES-SALAAM  
SIGNATURE : 

QUALIFICATION : DIRECTOR

SEALED with the COMMON SEAL of the  
said TOSHA FARMING LIMITED

on this 1<sup>st</sup> day of January, 2025.



IN OUR PRESENCE: -

1. NAME : HURRE RASHID KOTE  
ADDRESS : P. O Box 21343, DAR ES SALAAM  
SIGNATURE : [Signature]

QUALIFICATION : DIRECTOR

2. NAME : KHADAR HERSI HUSSEIN  
ADDRESS : P. O Box 21343, DAR ES SALAAM  
SIGNATURE : [Signature]  
QUALIFICATION : DIRECTOR

BEFORE ME:

DIANA KIENGO MUSA  
ADVOCATE  
P. O. Box 80686  
[Signature]

