

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 6<sup>TH</sup> day of NOVEMBER, 2025.

**BETWEEN**

**ZUHURA ALLY BIRA**, of P.O. Box 36488, Kigamboni – Dar es Salaam (hereinafter referred to as “the Lessor”), of the one part;

**AND**

**BAMICA ENTERPRISES LIMITED**, of P.O. Box 1610, Dar es Salaam (hereinafter referred to as “the Lessee”), of the other part.

**WHEREAS:**

1. The Lessor is the lawful owner of a commercial plot situated at Mkuranga Area, Mkuranga District, Coast Region, measuring approximately 4175 square metres (the “Demised Premises”).
2. The Lessee desires to lease the Demised Premises for investment and commercial purposes, including temporary structures, storage, display of goods, and other lawful business activities.
3. The Lessor has agreed to lease the whole Premises together with the building covering the area measured 400 square metres to the Lessee subject to the terms herein.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1. TERM**

The Lessor hereby leases unto the Lessee the Demised Premises for a term of five (5) years, renewable, commencing on the 6<sup>TH</sup> day of NOVEMBER 2025 and expiring on the 6<sup>TH</sup> day of NOVEMBER 2030.

**2. RENT**

The monthly rent for the first year of the agreed lease duration shall be USD 1,000 payable in advance into the Lessor’s bank account No. .... And from the

*100  
24 years*

*ABR*

second year of the lease duration parties shall mutually negotiate and agree for the renting fee to be paid in a particular.

### **3. COVENANTS BY THE LESSEE**

#### **3.1 Rent and Charges**

- (a) To pay rent promptly as provided above.
- (b) To pay all utility costs relating to activities conducted on the Premises.

#### **3.2 Use of the Premises**

- (c) To use the Premises strictly for investment and business purposes.
- (d) Not to erect any permanent building without written consent.
- (e) The Lessee may erect temporary structures that do not damage the land.

#### **3.3 Maintenance and Environmental Care**

- (f) To avoid nuisance or disturbance.
- (g) To maintain the Premises clean and environmentally sound.

#### **3.4 Repairs and Restoration**

- (h) The Lessee shall restore the Premises upon expiry or termination.

#### **3.5 Access**

- (i) The Lessor may inspect during reasonable hours.

#### **3.6 Assignment and Subletting**

- (j) No assignment or subletting without written consent.

#### **3.7 Offensive or Illegal Activities**

- (k) No unlawful or hazardous activities.

#### **3.8 Early Termination**

- (l) The Lessee may terminate with three (3) months' notice. No rent refund.

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*Handwritten initials*

#### **4. SECURITY, INDEMNITY & INSURANCE**

##### 4.1 Security

The Lessee shall ensure adequate security on the Premises.

##### 4.2 Indemnity

The Lessee indemnifies the Lessor from claims or damages arising from the Lessee's activities.

##### 4.3 Insurance

The Lessee shall maintain appropriate insurance and provide proof upon request.

#### **5. COVENANTS BY THE LESSOR**

##### 5.1 Liability

(a) The Lessor is not liable for loss or damage to Lessee property.

##### 5.2 Land Obligations

(b) The Lessor shall pay land-related statutory charges.

##### 5.3 Quiet Enjoyment

(c) The Lessee shall have peaceful possession.

##### 5.4 Renewal

(d) Renewal is subject to agreement and notice.

##### 5.5 Notices

(e) Notices must be in writing.

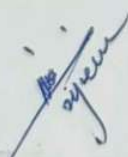
#### **6. MUTUAL TERMS**

##### 6.1 Default

Seven (7) days' unpaid rent after notice entitles the Lessor to terminate.

##### 6.2 Early Termination

Either party may terminate with three (3) months' notice.



### 6.3 Renewal After Expiry

Renewal request must be made three (3) months before expiry.

## 7. DISPUTE RESOLUTION

### 7.1 Amicable Settlement

Disputes shall first be settled amicably within 30 days.

### 7.2 Arbitration

Unresolved disputes shall proceed to arbitration under Tanzanian law.

### 7.3 Reference to Court

If arbitration fails, the matter shall go to a court of competent jurisdiction.

## 8. GOVERNING LAW

This Agreement shall be governed by the laws of Tanzania.

## 9. PARKING CLAUSE

The Lessee may use portions of the Demised Premises for parking of vehicles related to its business operations, provided such parking does not obstruct access roads, neighboring plots, or emergency pathways. The Lessee shall ensure that parking activities do not cause environmental degradation, soil erosion, or nuisance to the community.

## 10. ENVIRONMENTAL COMPLIANCE

The Lessee shall comply with all applicable environmental laws and regulations of the United Republic of Tanzania. The Lessee shall ensure that no hazardous waste, pollutants, chemicals, oils, or environmentally harmful materials are dumped, stored, burned, or released on the land. The Lessee shall be fully responsible for any contamination caused by its operations and shall remediate the same at its own cost.

## 11. INVESTMENT RESTRICTIONS

The Lessee shall not engage in any investment or development on the Demised Premises that is unlawful, environmentally harmful, or contrary to the zoning or land-use designation of the area. Permanent structures may not be erected without the Lessor's written consent. Additionally, the Lessee is prohibited from engaging in extractive activities such as mining,

*Ms. [Signature]*

*APR*

sand harvesting, or excavation except with proper authorization and written consent from the Lessor.

**IN WITNESS WHEREOF**

The parties hereto have executed this Agreement on the date first written above.

**LESSOR**

**SIGNED and DELIVERED by:**

Zuhura Ally Bira

Zuhura B.A.

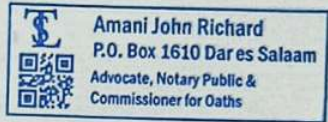
**Before me:**

Name: AMANI JOHN

Signature: [Signature]

Address: P.O. BOX 1610 - DSM

Position: ADVOCATE



**LESSEE**

**SIGNED and DELIVERED by:**

Bamica Enterprises Limited

Through its Authorized Signatory

Name: Hamid Chulami

Signature: [Signature]

Address: P.O. Box 2263, DSM

Position: Director



**Before me:**

Name: AMANI JOHN

Signature: [Signature]

Address: P.O. BOX 1610 - DSM

Position: ADVOCATE



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