

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into the City of Dar es Salaam on the ..... day of SEPTEMBER, 2025

### BETWEEN

HAMOUD MOHAMED HADI, a Sole proprietor operating in Dar es salaam for gain within the Vicinity of Dar es Salaam City, whose address is of P. O. Box 15138, Dar es salaam (hereinafter referred to as "*the Lessor*" the expression which, unless expressly stated otherwise shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys, assignees and authorized and mandated employees) of one part.

### AND

M.H.M LOGISTICS COMPANY LIMITED, a Company limited by shares duly incorporated under the Companies Act, Cap 212 of the Laws of the United Republic of Tanzania, whose address is of P. O. Box 20950, Dar es Salaam (hereinafter referred to as "*the Lessee*", the expression which, unless expressly stated otherwise, shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys, assignees and authorized and mandated employees) of the other part.

WHEREAS; The Lessor is the lawful owner of a Plot (FIVE and HALF (5.5) ECTER) situated at Plot No. ...., located at KIBUGUMO STREET, along DP WORLD Area, KIGAMBONI Municipality within the vicinity of Dar es Salaam City in the United Republic of Tanzania, (Hereinafter referred to as "*the Demised Premises*") and offered the said property for rent to the Lessee;

AND WHEREAS; subject to the terms and conditions contained in this Agreement and in consideration of the covenants and the provisions hereinafter contained, the Lessee is, with his free will, ready to rent the Demised Land to be used on his day to day activities for Parking lot.

NOW, THEREFORE, for and in consideration of the foregoing Land, and of the mutual covenants and agreement hereinafter set forth, the Parties, for themselves, their successors and permitted assignees, hereto mutually agreed as follows;

## 1. DURATION

- 1.1. In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Lessor hereby demises unto the Lessee the Demised PLOT OF LAND from the 11<sup>TH</sup> day of SEPTEMBER, 2025 or when the Tenant commence using the Said Land depending which date comes first, for the contractual term of FIVE (5) years agreed herein.
- 1.2. Upon the expiration of this Agreement, any Party may renew the Agreement by giving the other Party a thirty (30) days' notice of intention to renew the same.

## 2. RENT AND PAYMENT MODE

- 2.1. The Lessee shall pay the Lessor a Rent at the tune of Tanzania Shillings Three thousand (3,000,000/=) per month, the amount to be paid in advance on Three years (3 YEARS) basis.

## 3. THE LESSEE'S COVENANT

- 3.1. The Lessee covenants with the Lessor that, the Lessee shall observe and perform the following obligations; -

- 3.1.1. That, the Lessee shall pay the Lessor a rent on a THREE YEAR basis the amount as provided under Clause 2.1 of this Agreement without any deduction.

### 3.1.2. Assignment, Subleasing and Charge

The Lessee shall be responsible on the development of the said plot and may change according to his need. Any assignment or sublease of the property after the completion date shall be lawful and effective only if the consent of the Lessor shall have been obtained before such assignment or sublease; and such consent shall not be unreasonably withheld or delayed by the Lessor.

However, in case of sub-leasing, assigning to a subsidiary or associate company of the Lessee, the Lessee is only required to intimate in writing to the Lessor and no prior consent of the Lessor is required.

### 3.1.3. Permitted Use

The Lessee shall not, at any time on or after the signing of this Agreement, use the demised Land other than for parking lot and commercial purposes in accordance with this Agreement.

#### **3.1.4. Utility Charges**

The Lessee shall pay all bills and charges for water, electricity, gas, telecommunications and other services consumed or used in respect of the demised premises during the Contractual term and must comply with any lawful requirements, order or regulation in respect thereof.

#### **3.1.5. Withholding Tax**

The Lessee shall, where the Lessor cannot pay the income Tax in respect of the income generated from this Agreement, hold Ten (10%) per centum of the total amount and pay such amount to the Tanzania Revenue Authority as a withholding Tax hence provide proof of payment to the Lessor.

### **4. THE LESSOR'S COVENANTS**

4.1. The Lessor covenants with the Lessee to observe and perform the following obligations: -

#### **4.1.1. Land rent**

The Lessor shall be responsible for paying the land rent as demanded and assessed by the Ministry responsible for land from time to time.

#### **4.1.2. Quiet Enjoyment**

Subject to payment of rent herein reserved and observing and performing the covenants herein contained or implied, the Lessor shall permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the term herein granted without any interruption from the Lessor or any person acting on his behalf.

#### **4.1.3. Encumbrances Relating to Demised Premises**

The Lessor shall ensure that the demised premises are free from all encumbrances, charges, claims, mortgages, lien, attachments, injunctions, litigations, disputes and that the Lessor confirms that no notice thereof has been received by the Lessor and the Lessor confirms that it shall keep the demised premises free from any encumbrances whatsoever during the subsistence of this Agreement.

#### **4.1.4. Indemnity in Favor of the Lessee**

The Lessor shall keep the Lessee duly indemnified from the cost, consequences and damages resulting to and suffered by the Lessee arising out of any claim or objection

raised, by any third party or any statutory or Government authority regarding usage of the demised premises except for the negligence occasioned by the Lessee.

**5. DISPUTE RESOLUTION**

5.1. When the Lessor has served a notice to the Lessee that according to its reasonable opinion, the Lessee has breached covenants relating to the state and condition of the demised premises or the works expressly and reasonably implied in this Agreement and efforts to amicably resolve the same has failed, then the Lessee may, within fourteen (14) days from the date of such failure, require the dispute to be referred to the Arbitrator in accordance with the Arbitration Act, [CAP 15 R.E. 2002].

**6. TERMINATION**

6.1. Either Party may terminate this Agreement by serving a three (3) months' notice to that effect to the other Party.

**7. LAWS APPLICABLE**

7.1. Either party to this Agreement may terminate the Agreement by serving the other party a thirty (30) days' notice of an intention to terminate the same and the party so served with a notice shall acknowledge the receipt of the served notice.

IN WITNESS WHEREOF, the Parties hereto have signed this Lease Agreement the day, month, and year in the manner hereinafter appearing.

SIGNED and DELIVERED at Dar es Salaam  
By the said HAMOOD MOHAMED HADI who is  
Personally known/identified to me by  
....., the latter being  
known to me in my presence,  
this ..11... day of SEPTEMBER, 2025


  
.....  
LESSOR

BEFORE ME: INNOCENT J. MKENDA

  
.....  
COMMISSIONER FOR OATHS




SEALED with the COMMON SEAL of the said  
M.H.M LOGISTICS COMPANY LIMITED  
and DELIVERED in the Presence of us,  
this ..11... day of SEPTEMBER, 2025

  
.....  
LESSEE

Name: AMOHAMED HAMOOD MOHAMED  
Signature: .....  
Postal Address: 209 SD  
Designation: DIRECTOR

BEFORE ME: INNOCENT J. MKENDA

  
.....  
PUBLIC NOTARIES AND  
COMMISSIONER FOR OATH

