

LEASE AGREEMENT

BETWEEN



DAR ES SALAAM DEVELOPMENT CORPORATION (DDC)

AND

JAMBO FREIGHT LIMITED

**IN RESPECT OF PLOT NO. 13 BLOCK D ALONG NYERERE ROAD
ILALA MUNICIPALITY, DAR ES SALAAM**

Vetted By
DDC Legal Department
Tingisha Street,
Survey, DDC Building
First Floor, P.O. Box 1330
Dar Es Salaam.

July, 2024

THIS AGREEMENT Is made this **1st** day of **July** 2024

BETWEEN

Dar es salaam development corporation (DDC), a public institution established under the District Development Corporation Act, {CAP 382 R. E 2002} whose address is P. O. Box 1330, Dar es salaam (hereinafter referred to as "**LESSOR**", which expression shall, where the context so admits include its assigns and successors in title of the one part;

AND


JAMBO FREIGHT LIMITED a Private Company incorporated under The Companies Act, {Cap 212 R.E 2002} whose address is **P. O. Box 70355, Dar es Salaam** (hereinafter referred to as "the Lessee" which expression shall, where the context so admits, include its assigns and successors in title) of the other part.

WHEREAS The lessor is lawful owner of "**PLOT NO 13 BLOCK (D) along Nyerere Road, Ilala Municipality, Dar es Salaam City**, measuring about **1,948** square meters which include one store building, two Godown and parking space.

WHEREAS, the landlord and lessee had initially entered into the Public Private Partnership (PPP) whereby Jambo Freight constructed the said building at its own cost and later on recover it through rent deductions.

WHEREAS, the Lessee recovered her total cost on June 2022 and request to proceed letting the demised premises for purposes of offices and running a business of clearing and forwarding.

WHEREAS The **lessor** accepted the lessees request to use and occupy the said demised premises and parties executed a one-year contract to that effect.




Certified as True Copy of the Original
Mainde Dani Mhando
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: **21.11.2024**

WHEREAS, the Lessee has requested a further period to proceed letting the demised premises and the Lessor has accepted.

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 DEMISED PREMISES.

1.1 **THAT** the lessor hereby demises unto the lessee "PLOT NO 13 BLOCL (D) Along Nyerere Road, Ilala Municipality, Dar es Salaam City, Measuring about **1,948** square meters.

1.2 **THAT**, the Demised Premises shall solely include; One Storey Building, Two Godowns and parking space.

2.0 LEASE TENURE AND COMMENCEMENT DATE

THAT, the lease hereby granted shall, unless cancelled earlier under any Provision of this Agreement, remain in force for a period of one year commencing from 1st July 2024 to 30th June, 2025

3.0 RENT

THAT, the rent for the demised premises shall be TZS 8,500,000/= (Tanzania Shillings Eight Million Five Hundred Thousand Only) per Month, which is equivalent to an annual rent of 102,000,000/= (Tanzania Shillings One Hundred and Two Million Only). Withholding Tax inclusive.

4.0 MODE OF PAYMENT AND DEFAULT

4.1 THAT, the rent stated under clause 3 above, shall be payable in advance into tree months installment, through bank account of the Lessor as herein described: -

Bank Name	Tanzania Commercial Bank (TCB)
Branch:	Kariakoo Branch
Account Name	Dar es Salaam Development Corporation
Account Number	120208000001.
Swift Code:	TAPBTZTZ.



4.2. **THAT**, each installment shall entail a lump sum of TZS 25,500,000/= (Say Tanzania Shillings Twenty-Five Hundred Thousand Only) being rent for one installment (three months).

4.3 **THAT**, the payment for each installment shall be effected within thirty (30) days after commencement of the respective installment.

5.0 LESSEE'S COVENANTS.

There shall be covenants binding to the lessee as follows: -

5.1 THAT the lessee shall pay rent to the lessor within time and in a manner set out under **clauses 3 and 4** above.

5.2 THAT, the Lessee shall pay all taxes and levies pertaining to the said premises including but not limited to withholding tax, Stamp Duty and other taxes levied by Government, its department or any other Statutory Authority and provide evidence to lessor in respect of that payment.

5.3 THAT, the lessee shall pay all charges for water and electricity bills in respect of the demised area accrued during the tenure of the lease, and shall provide documents evidencing payment of the said payments every month.

5.4 THAT, the Lessee shall use the Demised Premises for running business of Clearing and Forwarding and Administration Office.

5.5 THAT, the Lessee shall collect all the garbage produced as a result of its operations and dispose the same in accordance with Municipal Council Rules.

5.6 THAT, the Lessee shall comply with all laws, rules, regulations and any requirements of the Government of the United Republic of



Tanzania, Statutory Authority and Government Department pertaining to Demised Premises.

- 5.7 **THAT**, the Lessee shall have no right to assign/transfer, mortgage, underlet, sublet or otherwise part with or share or give to any one the demised space in any manner, the said premises or any part thereof.
- 5.8 **THAT**, the Lessee shall not make any construction/alterations of the said premises prior to obtaining a written consent from the Lessor.
- 5.9. THE Lessee may however install and remove his own fittings and fixtures such as air conditioners, telephone, room coolers, TV Antenna/cable connection, etc. at its own cost. Any risks and damage arising from such installation shall be borne by the Lessee.
- 5.10 **THAT**, the day today repair functions such as fuse blow out, replacement of light bulbs/tubes, leakage of water taps and other minor repairs, etc., shall be affected by the Lessee at its own cost.
- 5.11 **THAT**, the Lessor or its duly authorized agent shall have the right to enter into the said premises or any part thereof at a mutually arranged convenient time for the purpose of inspection.
- 5.12 **THAT**, the lessee shall ensure safety of the entire area and its properties against safety and loss or damage and the like.
- 5.13 **THAT**, the lessee shall ensure hygiene and cleanness to the services offered, along with abiding to all law and regulation of the Country concerning health, cleanliness and hygiene.
- 5.14 **THAT**, the Lessee shall return the leased premise in the same working condition as at the time of possession of the said premises.



5.15 **THAT**, where the termination notice has been served as a result of breach of conditions set out in this lease agreement or end of the contract, the lessee shall render the Demised Premises to the Lessor peacefully and without further dispute.

6. **THE LESSOR'S COVENANTS**

There shall be covenants binding the lessor as follow; -

- 6.1 **THAT**, subject to the Lessee's compliance to covenants herein, the Lessor hereby grants to the Lesser, the right to enter into and use and remain in the said premises along with the existing fixtures and fittings and that the Lessee shall be entitled to peacefully possess, and enjoy possession of the said premises.
- 6.2 **THAT**, the Lessor shall, prior to handing over the said premises ensure the sanitary, electrical and water supply connections to the said premises are in working condition.
- 6.3 **THAT**, the Lessee having pre-paid the consideration in the agreed manner and having fulfilled other terms and conditions of this Contract, the Lessor shall permit the Lessee, to enjoy quite possession of the leased space in respect of activity relating to and/or connected with the intended business.
- 6.4 **THAT**, major repairs, either structural or that related to electrical infrastructures or water connection, plumbing leakages, water sewerages shall be attended to by the Lessor. In the event of the Lessor failing to carry out the repairs on receiving 30 days 'notice from the Lessee. The Lessee may undertake the necessary repairs and the Lessor may be liable to immediately reimburse costs incurred by the Lessee upon production of valid receipts. Provided there is no damage negligently caused by the Lessee or/ and his agent of which shall remain the duty of the Lessee.



7. TERMINATION OF CONTRACT,

7.1. THAT, in absence of any breach of condition/terms to this agreement, the parties shall have the option to terminate this lease by giving three months' notice in writing.

7.2. THAT, in case of breach of condition set out in this lease agreement, parties shall have the option to terminate this lease by giving thirty (30) days' notice in writing.

7.3. THAT, parties may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Lessee is unable to operate its business for a period of not less than ninety (90) days. For the purposes of this Lease Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is due to acts of God and which makes a Lessee's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, earthquake, storm, flood and epidemics.

8. CONFIDENTIALITY,

That, the terms and conditions of this lease agreement are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

9. AMENDMENTS.

THAT, this lease agreement may be supplemented, amended, or modified only by mutual agreement of the Parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties.

10. COMMUNICATIONS



THAT, every notice, demand or other communication under this lease shall be in writing.

11. **APPLICABLE LAWS**

THAT, this lease agreement, shall be governed by the Laws of the United Republic of Tanzania.

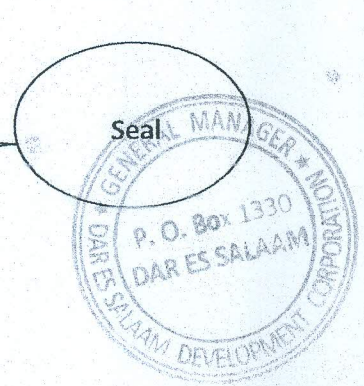
In witness whereof, this Lease Agreement has been signed by the parties hereto in the manner indicated herein below: -

SEALED with the **COMMON SEAL** and **DELIVERED**

At **Dar es Salaam** by the said **Dar Es Salaam**

Development corporation (DDC)

In our presence this 15th day of July 2024



Name: ALLY MURAKO
Signature: [Signature]
Address: 1330 DSK
Designation: GM

Name: RAHATI MARIKA
Signature: [Signature]
Address: 1330, DSK
Qualifications: HLS

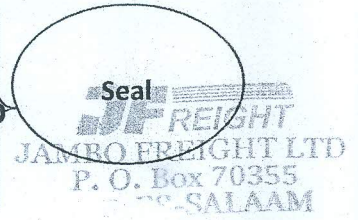
[Signature]

[Signature]

SEALED With the COMMON SEAL and DELIVERED

At Dar es salaam by the said JAMBO FREIGHT LIMITED

In our presence this 15th day of July 2024



Name: Anthony Munganda

Signature: [Signature]

Address: P.O. Box 70355 DSM

Designation: General Manager

Before me

Name: RICHARD THOMAS GIDA

Signature: [Signature]

Address: P. O Box 70355 Dar es Salaam

Qualifications: ADVOCATE

