

THE REGISTRATION OF DOCUMENTS ORDINANCE  
CAP 117

**LEASE AGREEMENT**

BETWEEN



**TAZARA FRONT LIMITED**

AND

**YASCAI TANZANIA LIMITED**

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FOR LEASE OF GODOWN (WAREHOUSE)  
ON PLOT NO 74/3, NYERERE ROAD,  
DAR ES SALAAM.

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**THE REGISTRATION OF DOCUMENTS ORDINANCE  
(CAP 117)  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made at Dar es Salaam within the Republic of Tanzania on this 20<sup>TH</sup> Day of January, 2025.

**BETWEEN**

**TAZARA FRONT LIMITED**, a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212, replaced by Act. No. 12 of 2002) of P.O. Box 680, DAR ES SALAAM (hereinafter referred to as “the LESSOR”, which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

**AND**

**YASCAI TANZANIA LIMITED** a company Registered in Tanzania with Incorporation No. 180211543 of P.O. Box 79796, DAR ES SALAAM (hereinafter referred to as “the LESSEE” which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

**WHEREAS**, the LESSOR is the owner of the Lease hold rights of all those premises known as **Godown** , SOPHIA HOUSE, Plot no. 74/3, Nyerere Road, Ilala District, Dar es Salaam. (Hereinafter referred to as “the demised premises”).

**AND WHEREAS** the LESSOR has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.

**1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

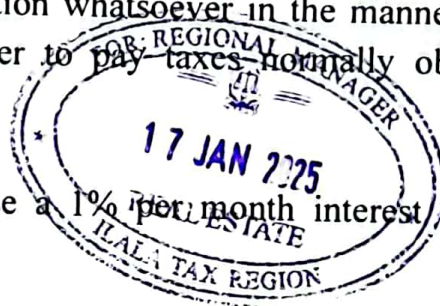
The Lessor hereby demises unto the Lessee the demised premises comprising of an area of 125 square meters, together with the right to access thereto, to hold the same unto the LESSEE for a period of One (1) year (renewable) commencing on the 20<sup>th</sup> day of January, 2025 at the VAT exclusive rate of USD 6 (United States Dollars Six) per square meter per month. Payable six months in advance.

All payments shall be made either cash or through direct transfer to the following Bank account details

A/C NAME: TAZARA FRONT LIMITED  
BANK: HABIB AFRICAN BANK LTD  
BRANCH; MAIN  
A/C NO IN TZS: 001-0078816-001  
A/C NO IN USD: 001-0078816-0011  
SWIFT CODE: HABLZTZ

-The unit is specifically to be occupied for commercial purposes and more specifically as OFFICE and WAREHOUSE. It is prohibited for the Lessee to use the premises for residential and/or living quarters. It is prohibited to rent space to third parties for billboards and advertisements.

- (a) To pay the rent within seven (7) days of the commencing payment term and reserved herein without any deduction whatsoever in the manner and upon the dates herein agreed and further to ~~pay taxes normally~~ obligatory to Lessee to concerned authorities.
- (b) The landlord has a right to impose a 1% ~~per month interest~~ on delayed payments.
- (c) To pay all charges for electricity, telephones, Internet, DSTV & Cable TV, if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges. Hoarding charges, bill board charges affixed anywhere within the premises is subject to City Council charges.
- (d) Not (without the previous 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, or timbers thereof.
- (e) To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, etc, in good repair and tenantable condition fair wear and tear excepted.



- (f) To permit the Lessor or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the Lessee's Responsibility).
- (g) To use the demised premises for use and occupation as commercial and not to assign sublet, or part with possession of the demised premises without the previous written consent of the Lessor. In the case of a company any misdemeanors or breaches of the occupants shall be automatically imputed upon the Company, Tenant, Lessee, jointly and severally in all respects with the occupant, and or the person committing the breach or misdemeanor. Such breach includes those committed by the agents, employees, or invitees of the Lessee, whether by carelessness or negligence.
- (h) Three months' notice can be given to either parties as mutually agreed upon in the case of early termination of the lease, payments will be refunded on a prorated basis, on handover of the keys.
- (i) To give notice of at least three month before the expiry of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term. In the absence of which the Lessor may choose to assume continuation of the existing lease for another period of twelve months.

**2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- (a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the main building comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises.

(c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human inhabitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.

**3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:**

(a) The Lessor and/or his agents shall not be liable for any damage to any personal belonging, stock in trade, equipment and machineries and any apparatus or personal injury or personal life of the Lessee and/or his staffs and/or customers of the occupants of the demised premises

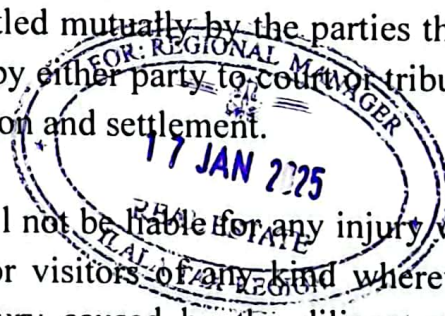
(b) In the event of any dispute of claim arising from or in connection with this

Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement.

(c) The Lessor and/or his agents shall not be liable for any injury whatsoever to the Lessee invitees servants or visitors of any kind wherever on the demised premises, including injury caused by the diligent working of machinery by tradesman on the demised premises and the Lessor Management Company gives no warranty that the amenities are legally or physically fit for the purposes intended and the Lessee is required to conduct personal verification and investigation in order to satisfy himself on the fitness of the same and uses at his own risk.

(d) The Lessor shall keep the main building(s) and his chattels insured against fire.

(c) The Lessee shall be responsible for safekeeping of his personal belongings and to insure his or her own chattels against fire and theft and



themselves, their staffs, their customers, their agents personally against injury or death.

(d) The lessee shall get the permission from the lessor before to do any construction work.

(e) The Lessee will provide evidence of his right to reside in Tanzania by providing:-

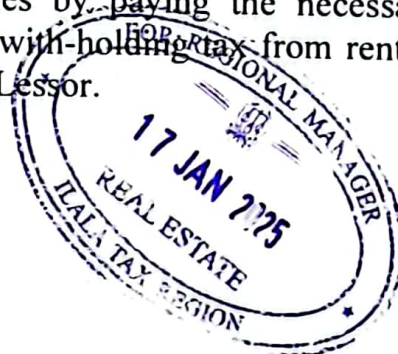
- i. In case of a corporation, a certificate of INCORPORATION OF THE COMPANY.
- ii. In case of a person, a copy of the passport and copy of residence permit.

Any clause in this agreement which becomes unenforceable shall be severed from this agreement, but shall not invalidate any other clause of the agreement.

The tenant will observe the discipline normally expected of a tenant occupying a shopping complex which includes displaying signs in particular manner and size as agreed, keeping the unit and the surrounding clean and tidy, the glasses and the displaying glasses and inside of OFFICE clean.

#### **A WORD OF CAUTION:**

The Lessee is obliged by the TRA regulations to have this lease document duly registered with the Revenue Authorities by paying the necessary stamp duty assessed by TRA. Also to deduct 10% with-holding tax from rent and to pay the authorities and submit the receipt to the Lessor.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS the day year first above written.

SEALED with the COMMON SEAL of the said TAZARA FRONT LIMITED And DELIVERED before us This ..... day of .....2025.



Name: MOHAMMED TEJANI  
Signature: [Handwritten Signature]  
Address: P. O. BOX 680, DAR-ES-SALAAM.  
Designation: DIRECTOR



SEALED with the COMMON SEAL of the said YASCAI TANZANIA LIMITED And DELIVERED before us This ...<sup>th</sup> day of ... JAN .....2025.

Name : BEATRICE MBWAMBO  
Signature : [Handwritten Signature]  
Postal Address : 79796, ASM  
Designation : DIRECTOR

STAMP DUTY  
Shs: 186,825.32 Collected  
Receipt No: 9984120065834 Date: 17/1/2025  
[Handwritten Signature]  
Regional Manager - Ilala Tax Region

Contact Person : BEATRICE MBWAMBO  
Phone No : +255718870743  
Email : beaulembwambo@gmail.com



Ex. 2449.50  
TIN: 180-211-543  
S/O: 186,825.32  
WHF: 934,126.62 [6months]  
COPY: 1500  
1,122,457.943