

LEASE AGREEMENT

THIS AGREEMENT is made this..... day of..... 2025

BETWEEN

MUSTAPHA HASHIM MUNISI (hereinafter referred to as "**Landlord**") of P.O. Box DAR ES SALAAM,

AND

HOVER LOGISTICS LIMITED of Post Box 16258, Dar es Salaam (hereinafter called "The Tenant" which expression shall, where the context so admits, include his successors and assigns in title) of the other part.

WHEREAS the Landlord is desirous of letting to the Tenant the premises more particularly described in clause 1 hereunder and the **TENANT** is willing to rent such premises on the terms and conditions stipulated hereinafter.

AND THE PARTIES HERETO COVENANT AS FOLLOWS: -

1. **DEMISED PREMISES:**

IN CONSIDERATION of the rent hereinafter reserved and the landlord **DOETH HEREBY LEASE TO** Tenant part of their commercial premises situated on (YARD ,Sqm 5150 in a bearing Plot no.12,block A,BOKO, BOKO MAGEREZA ROAD, Dar es Salaam. (hereinafter called "the Demised Premises").

WHEREAS

The **LESSEE** is interested, willing and ready to enter into a **LEASE**

The Landlord is leasing only the part of commercial building premise and the adjoining warehouses and the vacant plot during the tenure of this lease remains with the landlord, the landlord shall have full access to use the afore-mentioned premises.

2. **TERM:**

The term of the lease shall be **THREE YEAR** commencing on the **15TH** day of **October, 2025** to **14TH October 2028** which period shall be subject to renewal or termination in accordance with the provisions set out hereinafter.

3. **RENT:**

The rent shall be the Sum of Tanzania shilling **FOURTY THREE** million and two hundred only **PER THE THREE YEARS** payable in advance.

4. **TENANT OBLIGATIONS:**

4.1 PAYMENT:

To pay rent on its due date to the designated Account of the Landlord.

4.2 : USE:

The Tenant shall comply with the following requirements as to the use of the Demises Property and any part of it.

- (i) Not to use the Demised Premises otherwise than for **COMMERCIAL PURPOSE.**
- (ii) To keep in tenantable repair the Demised Premises.
- (iii) To keep the Demised Premises well and sufficiently cleaned.
- (iv) Not to store, bring upon the demised premises or building any articles of combustible inflammable or dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building.
- (v) Not to suffer in the demised premises or any part thereof any act or matter of anything whatsoever which may be or may cause annoyance or nuisance to neighbors or occupiers of adjoining premises.

4.3: SUBLEASE AND ASSIGNMENT:

The tenant shall not sublet whole or any part of the demised premises or assign this agreement or part with the possession of the demised premises or any part thereof without the landlord's prior written consent which the landlord has an option of either accept on the same terms and conditions or on different terms and conditions or to refuse in total.

4.4: ACCESS:

To permit the Landlord and his respective agents, workmen with all necessary appliances, at all reasonable times upon the Landlord giving reasonable notice to the Tenant (except in case of emergency) enter into the Demised Premises for the purposes of examining the condition of the Demised Premises or do some repairs, alterations, valuation or the like for the purpose of making the Demised Premises tenantable.

4.5: CONDITION:

At commencement of the lease, the landlord shall permit the Tenant, to alter, change or remodel or to make additional improvement to the premises in accordance with tenant requirement at their own costs. However, no further alter, change or to remodel or to make additional improvements shall be conducted in the Demised Premises without the prior written consent of the Landlord, the landlord shall not withheld consent unreasonable.

4.6: REPAIRS:

Before occupying the premises the parties have agreed that, the Landlord shall repair and paint the leakage roof of the premises to be leased.

5. THE LANDLORD'S OBLIGATIONS, FORFEITURE AND RIGHT OF ATTACHMENT:**5.1: QUIET ENJOYMENT:**

The Tenant paying all the rents hereby reserved in the manner and within the times stipulated, then the Landlord shall not subject the tenant or its servants, officers or employees to any annoyance or nuisances and

the tenant shall be entitled to enjoy quiet possession of the Demised Premises.

5.2: INSURANCE:

The Landlord agrees with Tenant (subject to a fair and proportional Contribution.)

- (i) The Landlord is to keep the Demises Premises insured against fire except for the Tenant's personal property.

5.3: TAX:

To pay all outgoing, taxes, service charges and other charges payable in respect of the demised premises, during subsistence of this lease.

5.4: SERVICE:

To keep the Demised Premises in good and tenantable repair and condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use of the Demised Premises.

6. PROVIDED ALWAYS AND IT IS HEREBY DECLARED by the parties to these presents as follows:-

- (i) The tenant shall hire its own security guard to protect its properties.
- (ii) This lease may by the consent of both parties be renewed for a similar or other period. The intention to renew may be communicated by either party one month before the expiry of the term.
- (iii) Termination under this Agreement shall be initiated by the tenant giving **ONE MONTH** written notice to the LANDLORD, anytime during the period of this Agreement. Unutilized prepaid rent shall not be refunded.
- (iv) If any covenant on the tenants part herein contained shall not be performed or observed, and the Tenant fails or neglects to rectify such breach within one month, after receiving a written notice from the Landlord specifying the same, then it shall be lawful for the Landlord at any time thereafter to reenter upon the said Demises Premises or any part thereof in the name of the whole and this tenancy agreement shall absolutely determined, but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.
- (v) The provision of this lease may be amended from time to time by the parties and such modifications as the Landlord and Tenant agreement shall be in writing and supplemental to this lease.
- (vi) No rent reviewed shall be conducted during subsistence of this lease period.
- (vii) The tenant is obligated to make a direct payment of withholding tax to TRA and thereafter submit copy of the tax receipt to the Landlord within 7 days after payment have been done. That withholding tax shall be from the rent payable.

- (viii) The Tenant shall comply with all Municipal and Health regulations, including garbage collection, relating to the Demised Premises;
- (ix) This agreement shall be governed by and interpreted in accordance with the laws of United Republic of Tanzania.

IN WITNESS WHERE OF the parties here to have executed these presents in the manner and the date and year herein below appearing.

SIGNED and DELIVERED on behalf of
by **MUSTAPHA HASHIM MUNISI**
..... who is known
To me personally/ introduced to me by.....
.....who is known to me
This.....day of.....2025



.....
LANDLORD

BEFORE ME:

Signature: 
Name: Mwajuma Chogy
Postal Address: 7303-DAR-ES-SALAAM
Qualification: **COMMISSIONER FOR OATHS**



SIGNED and DELIVERED on behalf of
HOVER LOGISTICS LIMITED by
..... who is known
to me personally/ introduced to me by.....
.....who is known to me
This.....day of.....2025


.....
TENANT
KHALID AHMED FALCH
DIRECTION

BEFORE ME:

Signature: 
Name: Mwajuma Chogy
Postal Address: 7303-DAR-ES-SALAAM
Qualification: **COMMISSIONER FOR OATHS**

