

LEASE AGREEMENT

THIS AGREEMENT is made this.....^{15^m}..... day of...January... 2025.

BETWEEN

ALFAHAD MAAMUR HIJRIN of Post Box 7915, DAR ES SALAAM (hereinafter referred to as "Landlord") and its successor in title on the other part which expression shall include and extend to persons deriving title under the Landlord its successors and assigns) of one part;

AND

ABANOUB GLOBAL INVESTMENT LIMITED P.O.BOX 10335 – 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.

1. DEMISED PREMISES

IN CONSIDERATION of the rent hereinafter reserved, the Landlord doth hereby lease to the Tenant a piece of land (depot) located at Plot No. 520, Vijibweni area , in Kigamboni Municipality, Dar es Salaam (hereinafter referred to as "the Demised Premises").

2. TERM

- 2.1 The term of this lease shall commence on the 15th day of December, 2025 and shall expire on the 16th day of December, 2028.
- 2.2. Either party may terminate or renew this lease by giving three (3) months prior written notice before the expiry date. Renewal may be on the same or on different terms and conditions.

3. RENT

- 3.1. The rent shall be USD 1,300 (One Thousand Three Hundred United States Dollars) per month, withholding tax exclusive.
- 3.2. Failure to pay rent for one (1) month, for any reason whatsoever, shall constitute a material breach and shall render this Agreement null and void.



4. TENANT OBLIGATIONS

4.1 PAYMENT

- a) The Tenant shall pay six (6) months' rent in advance at the signing of this Agreement.
- b) Monthly rent shall be paid on its due date, without demand, into Account No. **003301249020007** operated at **AMANA BANK** as in the name of **ALFAHAD MAAMUR HIJRIN**.
- c) The Tenant shall pay a security deposit equivalent to one month's rent, refundable upon expiration of this lease, without interest, and subject to the Landlord's right to deduct any lawful outstanding amounts owed by the Tenant.

4.2 USE

The Tenant shall comply with the following:

- a) Not to use the Demised Premises for any purpose other than **DEPOT PURPOSES**.
- b). To keep the premises in tenantable repair and reimburse the Landlord for any special cleaning necessitated by neglect leading to unclean or verminous conditions.
- c) To keep the Demised Premises adequately clean.
- d). Not to store or bring any combustible, inflammable, or dangerous substances onto the premises and to comply with all fire-safety recommendations.
- e). Not to cause or permit any nuisance or annoyance to neighbors or occupants of adjoining premises.

4.3 UTILITIES

The Tenant shall bear and pay all electricity charges consumed during the lease period.

4.4 SUBLEASE AND ASSIGNMENT

The Tenant shall not sublet the whole or any part of the Demised Premises, nor assign this Agreement, nor part with possession, without prior written consent of the Landlord, who may grant such consent on the same terms, different terms, or may refuse entirely.

4.5 ACCESS

The Tenant shall permit the Landlord and authorized agents, upon giving reasonable notice (except in emergencies), to enter the premises for inspection, repairs, alterations, valuation, or similar purposes necessary to maintain the premises in tenantable condition.

4.6 CONDITION

- a) The Tenant shall not make internal or structural alterations, repairs, changes, or improvements without the Landlord's prior written consent, which shall not be unreasonably withheld.
- b) If the Tenant causes any damage (other than normal wear and tear), the Tenant shall be liable to reimburse the Landlord for repair costs.

4.7 NOTICE OF DEFECTS

The Tenant shall notify the Landlord immediately upon becoming aware of any defect requiring attention under this lease or under any applicable law.

4.8 HOLDING OVER

If the Tenant remains in occupation beyond the lease expiry while the Landlord disputes such occupation, the Tenant shall continue paying rent equivalent to the monthly rent under this lease until the dispute is resolved. If resolved in favor of the Landlord, such payments shall be deemed damages for unlawful occupation.

5. LANDLORD'S OBLIGATIONS, FORFEITURE & RIGHT OF ATTACHMENT

5.1 QUIET ENJOYMENT

Upon the Tenant paying all rent due, the Landlord shall not interfere with the Tenant's quiet possession and enjoyment of the Demised Premises.

5.2 INSURANCE

The Landlord shall insure the Demised Premises against fire, subject to a fair and proportionate contribution by the Tenant. Insurance shall not cover the Tenant's personal property.

5.3 TAXES

The Landlord shall pay all taxes, outgoing charges, and service charges payable in respect of the Demised Premises during the lease term.

5.4 REPAIRS (STRUCTURAL)

The Landlord shall keep the Demised Premises in good and tenantable repair and shall remedy any major or structural faults affecting proper use of the premises.

5.5 EXCLUSION OF CLAIMS

The Tenant shall have no claim against the Landlord for interruptions in water, electricity, or other services beyond the Landlord's control or where interruption is necessary for the Landlord to exercise its rights under this lease.

6. GENERAL PROVISIONS

6.1 Right of Common Areas

The Tenant shall enjoy the common right of passage and use of entrances, landings, courtyards, terraces, passages, and corridors shared with other occupants of the premises.

6.2 Amendment of Lease

This Lease may be amended only by a written supplemental document executed by both the Landlord and the Tenant.

6.3 Renewal of Lease

The Lease may be renewed for a similar or different period upon either party giving **one (1) month prior written notice** before the expiry of the existing term.

6.4 Termination for Breach

This Lease shall terminate upon expiry of the lease term, or if the Tenant breaches any covenant and fails to remedy such breach within **one (1) month** after receiving written notice from the Landlord. Thereafter, the Landlord may lawfully re-enter the premises without prejudice to rights already accrued.

6.5 Eviction Costs

The Tenant shall be responsible for all costs and expenses arising from eviction due to failure to deliver vacant possession upon expiry or termination, including charges of court brokers, debt collectors, and any other related fees.

6.6 Rent Adjustment

The monthly rent may be increased or decreased by the Landlord by giving the Tenant **one (1) month prior written notice**.

6.7 Service of Notices

Any notice required under this Lease shall be delivered by post, courier service, electronic means, or by hand to the official address of the receiving party as provided in this Agreement.

6.8 Statutory and Preparation Costs

Stamp duty, registration fees, and all costs associated with preparation of this Lease agreement shall be borne solely by the Tenant.

6.9 Dispute resolution

Any dispute arising out of or in connection with this Agreement shall be settled amicably between the Parties. If amicable settlement fails, the aggrieved Party may institute legal proceedings before a **court of competent jurisdiction**.

7.0 Governing law

This Lease shall be governed by and construed in accordance with the **laws of the 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.

SEALED and DELIVERED by ALFAHAD MAAMUR HIJRIN who is known to me personally/identified to me by _____ the later being known to me personally this 15th day of the month of January... year 2025

[Handwritten Signature]

LANDLORD

WITNESSED BY:-

Full Name: MWAJUMA CHOGGY

Signature: *[Handwritten Signature]*

Postal Address: 78013- DAR ES SALAAM

Designation: ADVOCATE



SEALED and DELIVERED on behalf of the said ABANOUB GLOBAL INVESTMENT LIMITED by AMINE TEFAGHABIR YOHANNES who is known to me personally/identified to me by _____ the later being known to me personally this 15th day of the month of January..... the year 2025

[Handwritten Signature]

TENANT



Full Name: MWAJUMA CHOGGY

Signature: *[Handwritten Signature]*

Postal Address: 78013- DAR ES SALAAM

Designation: ADVOCATE

