

# LEASE AGREEMENT

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

*BETWEEN*

AFRICAN POWER MACHINERY (TZ) LIMITED

*AND*

CONSUMER GOODS MASTER LIMITED

## LEASE AGREEMENT

THIS AGREEMENT IS made this 01<sup>st</sup> Day of ..... 2019

Between

**AFRICAN POWER MACHINERY(TZ) LIMITED**, a limited liability company, incorporated under laws of the Republic of Tanzania of post Office Box Number 23014 DAR ES SALAAM (hereinafter called " the Landlord " which expression shall where the context so admits include its successors and assigns) of the one part.

**AND**

**CONSUMER GOODS MASTER LIMITED** a limited liability company incorporated in the Republic of Tanzania of Post Office Box Number 11732 , Dar es Salaam (hereinafter called "the Tenant" which expression shall where the context so admits include its successors and assigns) of the other part.

**WHERE AS** the Lessor is owner of the building on plot number 2045 BLOCK E ,situated at Kunduchi RT , Kinondoni Dar es salaam. Herein referred to as the "Premises".

**AND WHERE AS** the Lessor is desirous of letting the building within the said Plot to be used for light manufacturing industrial purposes and the lessee is willing to take it at a consideration.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-**

1. That the lease period shall be for a period of two years and shall commence on 1<sup>st</sup> march 2019 to 1<sup>st</sup> march 2021 at the end of the lease period either party may give three months prior notice to determine or renew of the agreement on mutual understanding.
2. That the Lessor shall demise the said premises to the Lessee without any encumbrance at a monthly rent of Tanzania shillings two hundred thousand only (TZS 200,000.) , and shall be paid Per annum and the total payment per annum therefore shall be two million and four hundred thousand (2,400,000).
3. To permits the Lessor or his agent to enter the said premises at a reasonable times to view and examine the state and condition thereof and execute any repair.

4. That the Lessees shall not assign or sublet or part with the possession of or part of the premises without prior consent of the Lessor.
5. That Lessor shall pay during the terms hereby created land rent, property taxes or other assessment whatsoever of the Central or Municipal Government in respect of the demised premises.
6. That the Lessee shall comply with all Municipal regulations and other legal requirements.
7. The any provision of this agreement may be amended by mutual agreement of the parties.
8. That the Lessees shall hand over the premises in good condition and clear at the end of this agreement.
9. That the Lessee shall be obliged to a written renewal notice of one month prior to end of the contact in case of renewal failure of which amount to termination of contract.
10. That in case of dispute herein the parties shall resort to court proceeding to the judicial organ with jurisdiction to determine the matter at that material time.

WITNESS WHEREOF THE PARTIES HERETO HAVE executed this Lease the day and year first before written.

SEALED with the common Seal of

**AFRICAN POWER MACHINERY (TZ) LIMITED**

affixed in the presence of-

**DIRECTOR**

Signature 

**DIRECTOR/ SECRETARY**

I, CERTIFY that I was present and saw the Director(s) and /or Secretary of **AFRICAN POWER MACHINERY (TZ)LIMITED** duly affix its common seal to this agreement and sign as witnesses

Signature of witness:



Name: *Kudra Mwambusi*  
Address: *P.O. Box 9460, Dar es Salaam*  
Occupation: *Commissioner for Oaths*



SEALED with the common Seal of  
**CONSUMER GOODS MASTERS LIMITED**

affixed in the presence of-

**DIRECTOR**

Signature.....*[Signature]*

**DIRECTOR/ SECRETARY**

I, **CERTIFY** that I was present and saw the Director(s) and /or Secretary of **CONSUMER GOODS MASTER LIMITED** duly affix its common seal to this agreement and sign as witnesses

Signature of witness:

Name: *Kudra Mwambusi*  
Address: *P.O. Box 9460, Dar es Salaam*  
Occupation: *Commissioner for Oaths*



Certified True Copy of the Original  
Sign: *[Signature]* Date: *26/04/2020*  
**KUDRA MWAMBUSI**  
Advocate, Notary  
Public & Commissioner for Oaths