



LEASE AGREEMENT

BETWEEN

MR. VICTOR NYIRENDA

AND

DAR WINDOW COMPANY LIMITED

DRAWN BY:
FINKLEYS ADVOCATES
2ND FLOOR, SCALA BUILDING
MUHONDA/LIKOMA STREET
P. O. BOX 60733
DAR ES SALAAM

LEASE AGREEMENT

THIS LEASE is made the 1st day of October, 2016.

BETWEEN

VICTOR NYIRENDA of Postal Box Number 13875, Plot No. 193, Block 5 Bunju, Dar es Salaam (hereinafter referred to as the "**Lessor**" which expression shall wherever applicable, include their heirs, assignees, or personal representatives) of the **ONE PART**.

AND

DAR WINDOW LTD of Plot No. 44, Block G, Tegeta, Dar es Salaam (hereinafter referred to as the "**Lessee**" which expression shall wherever applicable, include their heirs, assignees, or personal representatives) of the **OTHER PART**.

WHEREAS the Lessor is the owner of all the unconstructed premises located at Bagamoyo Road, Plot No. 193, Block 5 Bunju area within the City of Dar es Salaam (hereinafter referred to as the "**demised premises**" measuring 8 metres and 22 metres in length and width respectively.

AND WHEREAS the Lessor promises and covenants with the Lessee that he, the Lessor shall make all efforts and follow ups to seek preliminary permits required for construction, building permits and the necessary documents for construction and approval from the municipal council and other responsible authorities.

AND WHEREAS the Lessor and Lessee have further mutually agreed to lease the unconstructed space referred to hereinabove and that the Lessee upon leasing the same shall construct structures in the demised premises that shall suit and fit her purpose but subject to the consultation and approval by the Lessor.

AND WHEREAS the parties herein have agreed that this lease agreement shall come into force on the day the parties sign this contract. However, for the purpose of rent payment, the Lessee shall start paying rent to the Lessor for the period running from 1st January, 2017 to December, 2023 at the tune that shall be stated in this agreement.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the rent and **Lessee's** covenants hereinafter contained, the **Lessor** hereby demises unto the **Lessee** the unconstructed space measuring 8 by 22 metres situated on Plot No. 193 Block 5, Bunju area, within the city of Dar es Salaam (the "**Demised Premises**") **TO HOLD** unto the Lessee from the 1st day of January, 2017 through to the 31st day of December, 2023 (Seven Years Lease Term).
2. That the Lessee and the Lessor mutually agree that the Lessee shall pay to the Lessor rent at the tune of **Tshs. Two Hundred Thousand (Tshs. 200,000/=)** only per month inclusive of government tax for the whole demised premises payable on yearly basis for the whole lease agreement of Seven Years.
3. That, by signing and executing this lease agreement; the Lessor covenants and ties himself with the Lessee and the Lessee shall immediately upon signing this agreement be entitled to start the construction of the structures in the demised premises for his workshop business and he shall be required to accomplish the construction at any date before the 1st day of January, 2017.
4. That the Lessor promises and covenants with the Lessee that he, the Lessor shall, before the Lessee starts the construction of the agreed structures, apply for and process for the building permits, approvals and any other documents necessary for building from the municipal council and other appropriate authorities.
5. That the rent at the tune of Tshs. Two Hundred Thousand per month for the whole lease agreement has been justified on the basis of the construction costs of the structure to be constructed in the demised premises which is to be born on the Lessee expenses without any financial support from the Lessor.
6. That upon the lapse of the Seven Years Lease Agreement, the Lessee shall handover the demised premises to the Lessor. However, the parties agree that the Lessee shall have the right to renew the lease agreement at the rent that the Lessor shall deem fit and reasonable on the particular date.

7.0 **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:

- 7.1 To pay the rent on the days and in manner aforesaid.
- 7.2 To keep the interior of the premises including all doors and Lessor's fixtures in good and substantial repair and properly painted as from time to time required.
- 7.3 To use the demised Premises for PVC work shop and the connected business of the Lessee.
- 7.4 To pay all charges for electricity supplied to the said Premises during the tenancy, all telephone charges and security guards during the tenancy.
- 7.5 To construct and structure the demised premises in the manner that will be conducive and fit the purpose and for better carrying out the lessee's business in the demised premises.
- 7.6 Not to assign charge or sublet or part with possession of the demised Premises or any part thereof without the previous written consent of the Lessor such consent not to be unreasonably withheld.
- 7.7 Not to do or permit anything in or upon the demised Premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Lessor or occupiers of other properties in the neighborhood.
- 7.8 To comply with all the municipal and health regulations relating to the demised Premises.
- 7.9 To yield up the demised Premises and all fixtures thereto (other than Lessee's fixtures) at the determination of the term freshly painted and in good and tenantable repair and condition.

8.0 **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows:

- 8.1 To pay and discharge all rates, taxes, assessment, impositions, duties, charges and outgoings whatsoever save for telephone charges and security guards if any which are not or may hereafter become imposed or charged upon the demised Premises or payable by the Lessee.





8.2 That the Lessee paying the said rent and observing and performing the severacovenants and stipulations herein on the part of the Lessee contained shall peacefully hold and enjoy possession of the demised Premises throughout the said term, without any interruption by the Lessor or any person rightfully claiming under or in trust for her.

9. **PROVIDED THAT:**

All disputes and questions whatsoever which shall arise between the parties herein touching this lease or application thereof or any clause or thing herein contained or the rights or obligations of the parties under this Lease shall be first resolved amicably by the parties. Where amicable settlement is not reached then the dispute shall be referred to a single arbitrator to be appointed in accordance with the provisions of the Arbitration Act or any Act amending or replacing the same.

IN WITNESS whereof, the parties hereto have executed this Lease in the manner and on the dates hereinafter appearing.

SIGNED and DELIVERED by the said **VICTOR NYIRENDA** who is known to me personally this ...01... day of ...10... 2016

LESSOR

BEFORE ME:

Name: EMMANUEL NKOMA
Signature :
Postal Address: Box 60933, Dar
Qualification : ADVOCATE



SEALED by the **COMMON SEAL** of the said **DAR WINDOW COMPANY LIMITED** and **DELIVERED** in my presence by **MUTLU AHMET KORKMAZ** this ...01... day of ...10... 2016

LESSEE

BEFORE ME:

Name: EMMANUEL NKOMA
Signature :
Postal Address: Box 60933, Dar
Qualification : ADVOCATE



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DAR