

LEASE AGREEMENT

This Agreement is made at Dar es Salaam this 14 day of August 2019

By and Between

Pipes industries Company Limited a limited liability company duly incorporated and existing under the laws of Tanzania whose registered offices are situated at Plot Nos. 158 – 164, Vingunguti Industrial Area, Ilala Municipality, Dar es Salaam of P O Box 16541, Dar es Salaam, hereinafter called “**the Lessor**” which expression shall where the context so requires include his administrators, executors and assigns of the one part.

And

Sunlight Steel Company Limited a limited liability company duly incorporated and existing under the laws of Tanzania whose registered offices are situated at Plot Nos. 164, Vingunguti Industrial Area, Ilala Municipality, Dar es Salaam of P O Box 43052, Dar es Salaam, hereinafter called “**the Lessee**” which expression shall where the context so requires include his administrators, executors and assigns of the one part

Whereas

The **Lessor** is the owner of an office space covering 20 square meters situated at Plot No. 164, Vingunguti Industrial Area, Ilala Municipality, Dar es Salaam hereinafter referred to as ‘the demise premise’.

AND WHEREAS the **Lessor** has agreed to let the demised premise referred hereinabove to the **Lessee** on the terms and conditions hereinafter contained.

Now this Agreement Witnesses as follows:

1 Lease

In pursuance of the said agreement and in consideration of the rent hereby reserved and the **Lessees’** Covenants hereinafter mentioned, the **Lessor** hereby demises unto the **Lessee** the demise premise on the land described as Plot No. 164, Vingunguti Industrial Area, Ilala Municipality, Dar es Salaam.

3 Rent

In consideration of the grant of the Lease to use the demised premise as aforesaid, the **Lessee** shall pay to the **Lessor** a monthly rent of **United States Dollars Two Hundred and only** (USD 200) payable after every year in advance from the date of commencement of the Lease Agreement hereinafter referred to as 'the Rent' to be paid in the manner and style as hereunder;

2.1 The rent shall be payable every year in advance by the **Lessee** to the **Lessor** without any default

2.2 The **Lessee** shall pay to the **Lessor** the rent hereby agreed by way of direct electronic funds transfer to the **Lessor's** designated Bank account.

3. Renewal of the Term

The lease shall be for Five (5) years commencing from the 1st July, 2019. Upon expiry of the term, and upon the **Lessee's** fulfilment of the terms and conditions of this lease, the term of the lease may be renewed at the option of the **Lessee**, by giving the **Lessor** three months (3 months) written notice of the intention to renew the Lease on the terms and conditions to be agreed between the parties.

4 Lessor's Warranties and Representations

The **Lessor** warrants and represent to the **Lessee** that he is a legal owner and in possession of the premises part of which is herein demised and that he is legally capable and duly authorised to enter into this Lease and perform all the obligations set out herein.

5 Lessees' Rights and Obligations

The **Lessees'** hereby covenant with the **Lessor** as follows:-

5.1 To pay the rent at the time and in the manner herein provided

5.2 To occupy the demised premise for the **Lessees'** normal activities only;

- 5.3 To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges, (including meter rents, if any) in connection with the demised premise during the said term;
- 5.4 To keep the interior of the demised premise and appurtenances thereof tidy and in good condition throughout the term (fair wear and tear excepted);
- 5.5 Upon prior appointment, to allow the **Lessor** and/or his officers and agents at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premise;
- 5.6 Not to do or permit to be done anything in or upon the demised premise or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the **Lessor**, occupiers of adjoining frames or property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- 5.7 Not to use the demised premise or any part thereof for any illegal or immoral purpose;
- 5.8 To yield up the demised premise with fittings and additions thereto at the expiration or sooner determination of the term in good repair and **Lessee** able condition in accordance with the covenants herein contained, fair wear and tear excepted;
- 5.9 The **Lessee** shall have the right, during the existence of this Lease, to attach fixtures in or upon the demised premise hereby Leased, which fixtures, so placed in or upon or attached to the said frame shall be and remain the property of the **Lessee** and may be removed there from by the **Lessees** prior to the determination of the Lease, or within a reasonable time after the Lease is terminated;
- 5.10 To maintain the interior and exterior parts of the house and building in general, together with the surroundings of the demised premise, which obligation shall include but not limited to the carrying out of repairs and maintenance of all structural elements and systems where required and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof; to maintain and repair the water and sewerage and sanitary systems; to maintain the

wiring and electrical systems and assure constant supply of power, save where there is nationwide power problem from the national power supplier. The right of entry for purposes of conducting the repairs has to be made at prior appointment with the Lessees.

6 Lessor's Rights and Obligations

The Lessor hereby covenants with the Lessee as follows:

- 6.1 Subject to the Lessees' performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessees' peaceful enjoyment of the demised premise throughout the said term;
- 6.2 The Lessor reserves the right to enter the frame to inspect the frame, so long as such entry is at prearranged times, with the consent of the Lessee (which consent shall not be unreasonably withheld) and, at Lessees' discretion.

7 Lessees' Default

In the event the Lessee fails to fulfil any of its obligations under this Lease, and where this Lease specifically provides no other remedy for such failure, the Lessor shall give the Lessee notice in writing to remedy the breach within a period of not less than one month. If upon notice, the Lessee fails to remedy the default, the Lessor will be entitled to issue statutory notice of termination of the Lease.

8 General Terms and Conditions

It is hereby provided always and it is hereby expressly agreed and declared as follows:

- 8.1 If at any time during the term of lease for the demised premise or any part thereof shall be destroyed or damaged by fire (not occasioned by the wilful act, neglect or default of the Lessees or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the frame hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;

- 8.2 Should the **Lessee** desire to vacate the demised premise during the continuation of the Lease, the **Lessee** shall give one month's written notice signifying such intention;
- 8.3 If the **Lessee** shall be desirous of taking a lease of the demised premise for any further term upon the expiration of the term hereby granted he shall be obliged to give the **Lessor** a one month notice of such desire prior to the expiration of the term hereby granted;
- 8.4 If the **Lessee** shall have reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term of two years as hereby granted then the **Lessor** may let the demised premise to the **Lessee** for the further term and on such conditions as will be mutually determined by both parties;

9 Dispute Resolution, Governing Law and Jurisdiction

- 9.1. This lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.
- 9.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Tanzania over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

10 Execution Copies

This Lease shall be executed in duplicate; one shall be retained by the **Lessee** and the second by the **Lessor**.

In Witness Whereof the Parties hereto have duly executed these presents in the manner hereinafter appearing.

Sealed with the common seal of the said **Pipes Industries Limited** and delivered in Dar es Salaam in the presence of us this 14th day of August, 2019 within the Plaintiff above named.

PIPES INDUSTRIES CO. LTD.
P. O. BOX 16541
DAR ES SALAAM

Signature: _____

[Signature]

Signature: _____

[Signature]

Name: _____

PIYUSH NATH

Name: _____

IGNAS MAFUA

Address: _____

Box 16541, DSM

Address: _____

Box 16541 DSM

Qualification: _____

COO

Qualification: _____

SALES EXECUTIVE

Sealed with the common seal of the said **Sunlight Steel Company Limited** and delivered in Dar es Salaam in the presence of us this 14th day of August, 2019 within the Defendant above named

SUN LIGHT STEEL Co. LTD
P. O. Box 43052
DAR ES SALAAM

Signature: _____

[Signature]

Signature: _____

[Signature]

Name: _____

Mohamed TAYIB

Name: _____

HANUSI MEFU

Address: _____

Box 43042

Address: _____

Box 16541, DSM

Qualification: _____

Operations Man

Qualification: _____

HR Officer