

Agreement for Lease

Between

B. H. Ladwa Ltd.,

And

Viridium Tanzania Ltd

Godown No. – G9

PERIOD OF LEASE: 1ST JAN 2022 TO 31ST DEC, 2024



LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 20th day of April 2021,
BETWEEN **M/s. B. H. Ladwa Limited** of P.O. Box 195, MOROGORO (hereinafter
referred to as "the Lessor") on one part;

AND

M/S Viridium Tanzania Limited of P.O. Box 1900 Morogoro
(Hereinafter referred to as "the Lessee" on the other part;

WHEREAS, the Lessor is a lawful and registered owner of the godown situated on Plot
No. 975 Block "E" – Kihonda Industrial Area , Morogoro Municipality, Morogoro Region (
hereinafter referred as the "Demised Premises";

AND

WHEREAS, the Lessor is desirous of demising or letting the said go-downs to a willing
lessee for use as stipulated in this lease agreement;

AND

WHEREAS the Lessee is going to take possession of the godown described herein
below under the terms and conditions to be agreed upon by both parties;

NOW THEREFORE, the Lessor and Lessee agree as follows:-

1. A. Description of the premises

- (i) The demised property comprises of a godown block of 1728
Square Meters of a storage hall.
- (ii) The godown has been built on aforementioned plot and measuring
1728square metres. The compound is enclosed within a sand cement
block wall fence. Accessibility into the compound is via a double leaf steel
gate hung onto reinforced concrete posts.
- (iii) Water and electricity supply are from the public main power (TANESCO).
Drainage system is by the way of septic tank and soak away pit and there
is a toilet;

B. Duration of the Lease Agreement

This is a Three year lease agreement commencing from 1st Jan 2022 up to 31st
Dec 2024.

2. (a) That, in consideration of the rent of United States Dollars 1.50 (U.S. \$ 1.50)
plus VAT per square meter per month, Three Month Rent payable in advance at



the time of signing this agreement, the lessor hereby leases to the lessee and the lessee hereby takes the demised premises to hold the same for the lease period of 3 years commencing on 1st Day of Jan 2022.

(b) Payment should be made in advance for every three month (i.e quarterly advance payment).

3. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:-

- To pay rent as stipulated in this lease agreement.
- To pay all charges for the use of water and electricity and other amenities in respect of the leased premises during the lease period.
- At all times keep the interior of the leased premises and the appearances thereof including doors, windows and other fixtures, fastenings, electric wires and fittings, in good condition.
- To permit the lessor or his agents at all reasonable times during the day by prior written appointment enter upon the leased premises for the purposes of viewing, taking inventories of the lessor's fixtures (if any) therein and executing repairs necessary under the covenant.
- Not to make any alteration or addition to the leased premises without first obtaining the written consent of the lessor.
- Not to assign, underlet or part with possession of the leased premises of any part thereof without the written consent of the lessor. Such consent however, not to be unreasonably withheld.
- To use and occupy the leased premises solely and exclusively for storing briquettes and processing of spices with equipment or any other materials that relates to the business of the Lessee.
- To use and occupy the leased premises in a way that would not create annoyance, nuisance or any danger to the public and to the neighbors that adjoins the leased premises.
- That the lessor shall be given a written notice in case the lessee shall not have an intention to renew the lease after its expiration. Such notice shall be served 60 days before the expiration of the said lease term.
- To deduct withholding tax, payable to the authorities and submit a copy withholding certificate to the Lessor.



- Lessee will pay stamp duty on lease agreement as per Stamp Duty Act.

4. The Lessor Covenants with the Lessee as Follows:

- (a) That, the lessee paying the rent and utility charges hereby reserved and performing all covenants and stipulations herein on its part, shall hold and enjoy quiet and peaceful possession on the demised premises during the said term without any unlawful interruption by the Lessor or any person.
 - (b) To pay and discharge all land rent payable in respect of the property other than utility bills payable such as water, electricity used in the property prior to the execution of this agreement.
 - (c) To ensure the demised property against fire only on property.;
 - (d) The lessor hereby confirms that floors in the premises are able to withhold heavy loads and goods and able to sustain the usage of the machinery such as forklifts;
5. The Lessee may give the lessor at least one month's written notice in advance of the termination of this lease agreement prior to its expiry.
6. The expenses for the preparation of this agreement on the day and manner herein below.

 

IN WITNESS whereof: the parties hereto have executed these presents on the day, the year and in the manner hereinafter appearing.

SIGNED AND DELIVERED by the

said B H LADWA LTD

this 20th day of April 2021


LESSOR

B. H. LADWA LTD.
P. O. Box 195
MOROGORO
TEL: 2613569 / 2613907
FAX: 2613203

SIGNED, STAMPED and DELIVERED by the

said VIRIDIUM TANZANIA LTD

this 20th day of APRIL 2021

LESSEE 

VIRIDIUM TANZANIA LIMITED
P. O. Box 1900
MOROGORO