



## LEASE AGREEMENT

This Lease agreement is made on the 01<sup>st</sup> day of August 2021

Between

MURAD SAID SALIM of Post Office Box 7321, Dar es salaam (hereinafter referred to as “the Lessor”) of the one part,

AND

PEAKTOP GROUP LIMITED of Post Office Box 13017 Dar es salaam (hereinafter referred to as “the lessee”) of the other part.

WHEREAS

- a. The Lessor is the lawful owner of Land located at Plot No.27 Block ‘A’ Zegereni Kibaha Township Containing Two decimal point zero Eight (2.08) Hectares (hereinafter referred to as “the demised premises”);
- b. The Lessee is willing to take the demised premises on lease at the rent mentioned hereinabove and on the terms and conditions hereinafter mentioned.

**NOW THIS LEASE AGREEMENT WITNESSETH as follows:**

- 1) The Lessor hereby demises into the Lessee the demised premises together with all fixtures and fittings for a period of (4) year beginning from 01<sup>st</sup> August 2021 and ending on 31<sup>st</sup> July 2025 at the rent of One Million and Five hundred thousand Tshs 1,500,000/= per month inclusive of withholding tax payable as follows:
  - a) The first payment shall be 6 months’ rent payable within seven (7) days prior to the date of commencement of this agreement.
  - b) The rest of the rent shall be paid in advance after the expiry of the first (6) months period as specified in paragraph 1(a) hereinabove PROVIDED THAT the rent shall be paid within seven (7) days prior to the expiry of the preceding installment.
- 2) This Lease Agreement may be subject to renewal after the expiry of the term herein reserved upon three (3) months’ notice being issued by the party intending to renew and if the other part agrees on it.

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## **LESSEE'S CONVENANTS**

- a. The lessee shall pay the said consideration in the said consideration manner and those provided by the laws of the United Republic of Tanzania for the success of his business;
- b. The lessee shall apply and obtain necessary permits and licenses from the relevant authorities for operating their Factory in the said property and other related business;
- c. Not to sublease, sublet or transfer, in any manner whatsoever, the property, or any part thereof, without the written consent of the lesser to be obtained in their general meeting duly convened however the consent shall not be unreasonably withheld;
- d. The Lessee must take out and maintain adequate insurance cover over all the movable property and any other assets on the property and cover risks over third parties surrounding the property;
- e. The Lessee shall always keep the property in good condition including repainting the property yearly. Upon termination or end of this contract the Lessee shall hand over the property to the Lessor in a clean condition as it were, except for reasonable ware and tear;
- f. The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this agreement and as provided by law of Tanzania. Where wish to use the property for any other reasons purposes than the agreed must seek prior written approval from the Lessor, however an approval shall not be unreasonably withheld;

## **UTILITIES**

- a. The Lessee shall be solely responsible for payment of electricity, water bills install and use at her own expenses a back-up silent power generator, telecommunication system, security devices and water reservoirs generally the lessee undertake to pay all other bills connected with her business in the property used.

## **CESSATION OF THE AGREEMENT**

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1) Notwithstanding the provisions in this agreement, the tenure of this Lease Agreement is unlimited unless otherwise agreed by both parties in writing and reviewed after every ten (10) years. This agreement shall commence from the date of signing;

2) At the end of this period, the lessee shall vacate the property and surrender vacant possession of the property to the Lessor as it was given, in a boom clean condition. However, all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the Lessor on upon lapse of this agreement,

3) Either party can terminate this agreement by giving three (3) months written notice.

#### **ALTERATIONS AND ADDITIONS**

1. The Lessor here by authorizes the Lessee to build and make any improvements in the said property as may be deemed necessary to suit the business of the Lessee. However prior to written approval from the Lessor for any improvements must be sought and obtained.
2. The lessor here by authorizes the Lessee to attach fixtures, signs, insignia and advertisements within the property, provided the same shall not be detrimental to or in consistent with the terms of this Agreement or otherwise infringes the rights of neighboring premises. Such fixtures, signs, insignia and advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

#### **FORCE MAJEURE**

1. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

2. Any Party asserting Force Majeure as an excuse shall have burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that prudent precautions could be contemplated.

### **ASSIGNABILITY**

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.

### **DISPUTE-SETTLEMENT CLAUSE**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties therein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

### **TERMINATION**

- (a) The Lessor shall be entitled to terminate this agreement by giving a three (3) month notice in writing to Lessee, if the latter is incapable of meeting her covenants;
- (b) Likewise the Lessee may terminate this agreement by giving a three (3) months notice in writing to the Lessor, should the latter be incapable of meeting any of her covenants.

**APPLICABLE LAW**

This Agreement is governed by the laws of the United Republic of Tanzania.

This Agreement has been entered in on the date started at the beginning of its 01<sup>st</sup> day of August 2021.

**The Landlord**

Signature *Murad Said Salim* .....

Name; Murad Said Salim

Date; *04/08/2021* .....

**The Tenant**

Signature *Peaktop Group Limited* .....

Name; Peaktop Group limited

Date *04.08.2021* .....



**The Witness**

Signature *Jacqueline Majura* .....

Name; Jacqueline Majura

Position; Advocate

Date; *04.08.2021* .....



*Murad*