

## LEASE AGREEMENT

**LANDLORD:** **SPRING CITY INFRASTRUCTURE MANUFACTURING CO.LTD**  
P.O. BOX 31829  
DAR ES SALAAM.

**TENANT:** **NEW LIFE HARDWARE COMPANY LIMITED**  
P.O.BOX 31829  
DAR ES SALAAM.

**TENANT TIN NO:** 151-257-690.

**PROPERTY:** GODOWN .AT PLOT NO.197 MBEZI INDUSTRIAL AREA.

**PROPERTY SIZE:** STORE NO.06

**RENT:** Tsh 1,800,000/= ,per month VAT inclusive.

**PERIOD:**period is for ONE YEAR From.01<sup>ST</sup> /JULY/2021.To 30<sup>TH</sup> /JUNE/2022

**PAYMENT:** payment is made every THREE MONTH  
the sum of Tsh:5,400,000/=is paid at the time of signing the contract.

### **1. THE TENANT'S COVENANTS:**

The Tenant hereby covenants with the Landlord as follows: -

- a) To pay the rent hereby reserved on the days and in the manner and in the currency aforesaid.
- b) To pay the suppliers thereof all charges for telephone, electricity Including meter rent (if any) used in the demised premises as Well as sewerage, sanitation and conservancy charges with Effect from the date the Tenant shall enter into occupation of the demised premises.
- c) To pay all the taxes
- d) To keep the outside and the interior of the demised premises and the appurtenances thereof including doors, windows, floors, ceiling, all glasses in the doors and windows, waste water drains and other pipes and sanitary water apparatus therein and other outbuildings, structures and erections as well as fixtures, fittings, equipments and appliances therein in good substantial repair

and condition throughout the term (fair wear and tear and damage by accidental fire, tempest or inevitable accident excepted) and to replace the Landlord's fixtures, fittings, appliances and equipment that may be damaged or become damaged beyond repair during and at the expiration or sooner determination of the said term.

- e) Not to make any structural alterations in or additions to the demised premises without the Landlord's written consent: provided that such consent shall not be unreasonably withheld.
- f) To use the demised premises for office related purposes .
- g) Not to do or permit to be done upon the demised premises or any part thereof anything that may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, neighbors or occupiers of the property in the neighborhood or in any way interfere with the quiet occupation or comfort of the neighbors.
- h) To comply with the local authority regulations relating to the demised premises.
- i) Not to assign, sublet or part with possession of the demised premises or any part thereof without the previous consent in writing of the Landlord: provided that possession and/or occupation of the demised premises by any person by reason of such person being an employee of the Tenant shall not be deemed to constitute an assignment or subletting thereof.
- j) To permit the Landlord or her duly authorized surveyor or agent upon the demised premises and make an inventory of the Landlord's fittings, fixtures, equipment and appliances therein.
- k) Not to take upon, keep, place or store any dangerous or inflammable material in the demised premises.
- l) At the termination or sooner determination of the term hereby created to yield up the demised premises together with all fittings, fixtures, equipment and appliances (if any) in such good, tenantable repair and condition as the demised premise were in at the time of the execution of the Agreement (fair wear and tear excepted)

## **2. LANDLORD'S COVENANTS:**

The Landlord hereby covenants with the Tenant as follows:

- a) To permit the TENANT paying the rent hereby reserved and performing and observing the covenants and stipulations herein contained on their part, to peacefully hold and enjoy the demised premises during the term hereby created without any interruption by the LANDLORD or any person rightfully through, under or in trust for the LANDLORD.

## **3. MISCELLANEOUS**

Provided always and it is hereby declared as follows: -

- a) one month prior to the expiration of the lease, upon notice Issued by the Landlord to the Tenant, the parties shall make a Joint inspection of the premises to identify any defects and any Damage required to be made good by the tenant prior to Handing over of the premises.
- b) In the event of the demised premises or any part thereof being damaged or destroyed by fire during the continuance of the term hereby reserved or a fair proportion thereof according to the extent and nature of the damage sustained, the lease shall be suspended until the demised premises shall again be rendered fit for occupation and use.
- c) If the rent hereby reserved or any part thereof shall be unpaid (whether formally demanded or not) and if there shall be any breach, non performance or non observance by the Tenant of any part of the covenants and conditions hereinbefore contained it shall be lawful for the Landlord at any time thereafter to enter upon the demised premises, and this demise shall absolutely determine without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants by the Tenant hereinbefore contained.
- d) If either party shall desire to determine the term hereby granted, the party shall give the other party two months previous notice in writing or the equivalent rent in lieu of notice and in that case the Tenant shall up to the time of such determination pay the rent and in case either party shall perform and observe all the covenants on their part hereinbefore reserved and contained, then immediately on the expiration of such notice the present demise and everything herein contained shall cease and determine but without prejudice to the rights and remedies

of either party against the other in respect of any antecedent claim or breach of contract.

- e) If the Tenant shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby granted they shall deliver to the Landlord or leave or send by registered post to their last known address in Tanzania notice in writing of not less than two months before the expiration of the term hereby granted and the rent that the parties hereto shall have mutually agreed but subject in all respects to the same terms and conditions herein contained the present clause excepted.

**IN WITNESS WHEREOF** the parties hereto have signed the lease in the manner and on the day and year hereinafter appearing.

SIGNED & DELIVERED by

(Director) **SPRING CITY INFRASTRUCTURE MANUFACTURING CO.LTD**

Who is personally known to me  
Known to me this 03 day of July 2021  
at Dar es Salaam.

Signature: [Signature]  
Address: Dar es Salaam  
Qualification: LANDLORD



**BEFORE ME:**

Name NENILE JOSEPHINE DAVID  
Signature [Signature]  
Qualification : **NOTARY PUBLIC**



STAMP DUTY  
Shs. TB 183,050/- collected  
992473447398  
Receipt No. [Signature] Dated 08/07/21  
Regional - Manager Kinondoni Tax Region

SIGNED & DELIVERED by

(Director) : **NEW LIFE HARDWARE COMPANY LIMITED**  
**P.O.BOX 31829 DAR ES SALAAM.**

Who is personally known to me  
Known to me this 04 day of July 2021  
at Dar es Salaam.

Signature: [Signature]  
Address: Dar es Salaam  
Qualification: **TENANT**

**NEW LIFE HARDWARE CO. LTD**  
**04 JUL 2021**  
P. O. BOX 31829  
**DAR ES SALAAM**

Assessment (08/07/2021).  
WHT = 4,576,000 x 10% =  
= 457,600/-

S/Duty = 1,525,000 x 1% x 12 months  
= 183,050/-

**BEFORE ME:**

Name NENILE JOSEPHINE DAVID  
Signature [Signature]  
Qualification : **NOTARY PUBLIC**



[Signature]