
LEASE AGREEMENT

Entered into by and between

EMALR COMPANY LIMITED

(hereinafter referred to as "the Tenant")

And

EWALD CHUWA

(hereinafter referred to as "the Landlord")

1. DEFINITIONS

- 1.1 "Agreement" refers to this Lease Agreement entered into between the Landlord and the Tenant;
- 1.2 "Business Day" refers to any day other than Saturday, Sunday or Public Holidays;
- 1.3 "Leased Property" refers to the property situated at PLOT NO: 2,3 & 4 BLOCK K TUMAINI STREET KISARAWE II WARD IN KIGAMBONI DISTRICT
-
- 1.4 "Landlord" refers to the owner of the property or any agent or party authorized by the Landlord to act on its behalf;
- 1.5 "Lease amount" refers to the monthly rental amount payable by the Tenant to the Landlord, on the agreed date;
- 1.6 "Party" refers to either the Landlord or the Tenant and "Parties" refers to either one of the Parties;
- 1.7 "Tenant" refers to the Party who is leasing the Property from the Landlord, as fully described in this Agreement;

- 1.8 "Signature Date" refers to the date of signature of this Agreement by the last Party signing herein.

2. **COMMENCEMENT AND DURATION**

- 2.1 This lease shall commence on 01/JANUARY 2022 ("the commencement date") and shall endure until 07/EBRUARY 2025 ("the initial period").
- 2.2 *Notwithstanding 2.1, this lease shall not terminate after the initial period but shall continue to endure thereafter on a month to month basis, subject to the right of either party to terminate the lease on one calendar month's notice in writing to the other party.

3. **RENT**

- 3.1 The monthly rental payable by the Tenant to the Landlord shall be an amount of (TZS 1,000,000)per month.
- 3.2 The monthly rental referred to in 3.1 is inclusive of Value Added Tax (if applicable).

4. **DEPOSIT**

- 4.1 The Tenant shall, on date of its signature hereof, pay to the Landlord an amount of (TZS 10,000,000/=
)
by way of a deposit (if applicable).
- 4.2 The deposit shall be retained by the Landlord in an interest bearing account as security for the due fulfillment of the Tenant's obligations to the Landlord in terms of this lease.
- 4.3 The **deposit** shall be refunded to the Tenant, less any amount, which shall be deducted by the Landlord in accordance with the provisions of clause 5.3 below, upon the expiry or other termination of this lease, within fourteen (14) days of the Tenant delivering possession of the premises to the Landlord.
- 4.4 In an event whereby the tenant breaches the contract in terms of provision clause 9 below, the Landlord will not refund the deposit back to the Tenant.

5. **TENANT'S OBLIGATIONS**

- 5.1 The Tenant shall utilize the premises only for industrial purposes.

- 5.2 The Tenant shall not utilize the premises improperly not in a manner calculated or likely to cause damage to the premises or to constitute a nuisance to, or an interference with, the use and enjoyment of neighboring premises or properties.
- 5.3 The Tenant shall comply strictly with, and shall not permit the contravention of the provisions of any statute, law, ordinance by-law or regulation;
- 5.4 The Tenant shall be obliged to promptly look after and to maintain both the interior and exterior of the premises in good order and condition and to make good all damage thereto and to return the premises to the Landlord on the expiry or other termination of the lease, in good order and condition, fair wear and tear excepted.
- 5.5 The Tenant shall be obliged to:
- 5.5.1 inspect the premises jointly with the Landlord prior to taking occupation thereof;
- 5.5.2 notify the Landlord of any defects in the premises within fourteen (14) days of the commencement date, failing which the premises shall be deemed to have been in good order and condition as at the commencement date.
- 5.6 The Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions to the premises. Any alterations, improvements or additions made to the premises shall become the property of the Landlord and may not be removed from the premises upon the expiry or termination of the lease or at any other time, unless the Landlord so directs in writing, in which event the Tenant shall attend thereto at its cost. The Landlord shall not be obliged to pay any compensation to the Tenant for any alterations, improvements or additions made by the Tenant to the premises.
- 5.7 The Tenant shall not do or permit to be done, any act or thing which might result in, or constitute a breach of, any insurance policy over the premises, or in the increase of the insurance premiums payable in respect thereof.

- 5.8 The Tenant shall for the duration of this lease, insure the contents of the premises, with a reputable insurer, for their full replacement value.
- 5.9 The Tenant shall not affix, any sign, advertisement or notice to the premises without the Landlord's prior written consent.
- 5.10 The Tenant shall be obliged to inspect the premises jointly with the Landlord within a period of three (3) days prior to the expiry of the lease.

6. **LANDLORD'S RIGHTS**

- 6.1 The Landlord, and/or any person authorized by him to do so, shall be entitled to enter and to inspect the premises at any reasonable time, on reasonable notice to the Tenant.
- 6.2 The Landlord shall be entitled to display a "To Let" sign on the premises from two months before the expiry of the initial period.
- 6.3 The Landlord shall be entitled to display a "For Sale" sign on the premises at any time.
- 6.4 The Landlord shall be entitled to terminate this lease in the event of the premises being sold.

7. **INDEMNITY**

The Landlord shall not be responsible for, and the Tenant indemnifies the Landlord against all claims arising from the following :

- 7.1 Any interruption in any service supplied to the premises;
- 7.2 Any loss or damage to person or property on the premises;
- 7.3 Any unsuitability of the premises for the purposes for which they are let;
- 7.4 Any disrepair of the premises, or a portion thereof, from time to time.

8. **SUBLETTING**

The Tenant shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without the Landlord's prior written consent.

9. **BREACH**

- 9.1 The Landlord shall be entitled, without prejudice to its other or accrued rights, to cancel this lease forthwith in the event that:
- 9.1.1 The Tenant fails to pay the rental or any other amount due in terms of this lease on due date;
 - 9.1.2 The Tenant breaches any of the other terms or conditions hereof, all of which are material, and fails to remedy same within seven (7) days from date of receipt of written notice calling upon it to rectify such breach;
 - 9.1.3 The Tenant commits an act of insolvency.
 - 9.1.4 There is a transfer of the shareholding or members' interest in the Tenant (if applicable) without the Landlord's prior written consent thereto.
 - 9.1.5 The Tenant, being an individual, dies.
 - 9.1.6 The Tenant, being a partnership, dissolves.
- 9.2 In the event of this lease expiring or otherwise terminating and in the event of the Tenant failing to vacate the premises and to redeliver possession thereof to the Landlord thereupon, the Tenant shall be obliged, for so long as it remains in occupation, to continue to pay to the Landlord an amount equivalent to the rentals and other charges as would have been payable by the Tenant to the Landlord had the lease remained in existence, which amount shall be regarded as damages for holding over.
- 9.3 Should the Tenant fail to make payment of any rental or other amount payable to the Landlord in terms of this lease on due date, the Landlord shall be entitled, without prejudice to its rights, to charge interest on such amounts at a rate of 2% above the prime lending rate.

10. **DOMICILIUM**

- 10.1 The Parties choose the following addresses as their *domicilium et executandi* wherein all notices pertaining to this Agreement shall be served.
- 10.2 The Parties agree that any notice shall be acceptable as service through hand delivery, e-mail or postal service.
- 10.3 In the event that either one of the Parties chooses to change any of its domicilium, same shall be done by notifying the other Party and the new address shall not be a post box address.

LANDLORD

Physical address: PLOT NO 23 BLOCK K, TUMAINI STREET, KISARAWA II WARD IN
KIGAMBONI DISTRICT

E-mail address: Stellasaka@gmail.com

TENANT

Physical address: EMALK COMPANY LIMITED P.O. BOX 21091
PLOT NO 23 & 4 BLOCK K, TUMAINI STREET, KISARAWA
II WARD IN KIGAMBONI DISTRICT

E-mail address: Ogopa trading@yahoo.com

11. GENERAL

- 11.1 This Agreement constitutes the entire agreement between the parties and no variation, amendment or cancellation hereof shall be of any force or effect unless reduced to writing and signed by all parties.
- 11.2 Any latitude, relaxation, indulgence or extension of time which may be allowed by the Landlord in respect of any matter or thing that the Tenant is bound to perform or observe in terms of this lease, shall not under any circumstances be deemed to be a waiver of the Landlord's rights at any time. The Landlord is entitled, without notice, to require strict and punctual compliance with each and every provision or term herein.
- 11.3 In this Agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing business shall include corporate bodies.
- 11.4 The Tenant acknowledges that this Agreement and its consequences have been explained and that it is fully aware of all of the implications hereof.
- 11.5 The Landlord gives no warranty and makes no representations in regard to the premises nor does the Landlord warrant that the premises will be fit for any purpose and the Tenant acknowledges having inspected the premises prior to taking occupation thereof.
- 11.6 In the event that the Landlord takes legal action against the Tenant because of a breach by the Tenant of its obligations in terms of this lease, the Tenant shall be liable for all legal costs incurred by the Landlord on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

11.7 The Landlord shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the Tenant's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

12. **SPECIAL CONDITIONS**

NIL

THIS DONE AND SIGNED AT KIGAMBONI ON 01 DAY OF JANUARY 2022.

AS WITNESSES:

1. _____ EMALR COMPANY LIMITED
TENANT

2. _____ DOMINICK IZAHAK CHUWA
FULL NAMES AND SURNAME



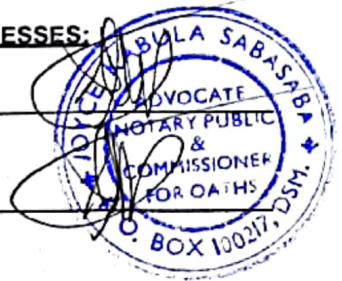
STAMP DUTY
TSbs: \$100,000 Collected
Receipt No: _____ Date: 14/01/22
Kigamboni Tax Service Centre

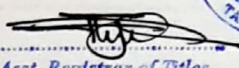
THIS DONE AND SIGNED AT KIGAMBONI ON 01 DAY OF JANUARY 2022

AS WITNESSES:

1. _____ EWALD I. CHUWA
FOR AND ON BEHALF OF LANDLORD

2. _____ EWALD IZACK CHUWA
FULL NAMES AND SURNAME




TITLE No. 190912
REGISTERED ON 29.07.2019
AT 01:30 P.M.

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 63,619/= Paid
Original Receipt Shs. 99027652652
of 10.10.2019

Stamp Duty Officer

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 100/= Paid
Receipt No. 99027652652
of 10.10.2019

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 190912

L. O. No. 1045873.

KGMC/LD/KSW II/ K/8071.

The 20th day of July Two thousand and Twenty.

THIS IS TO CERTIFY that EWALD IZACK CHUWA of P.O. Box 36009, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine** years from the first day of **April, Two thousand and Nineteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

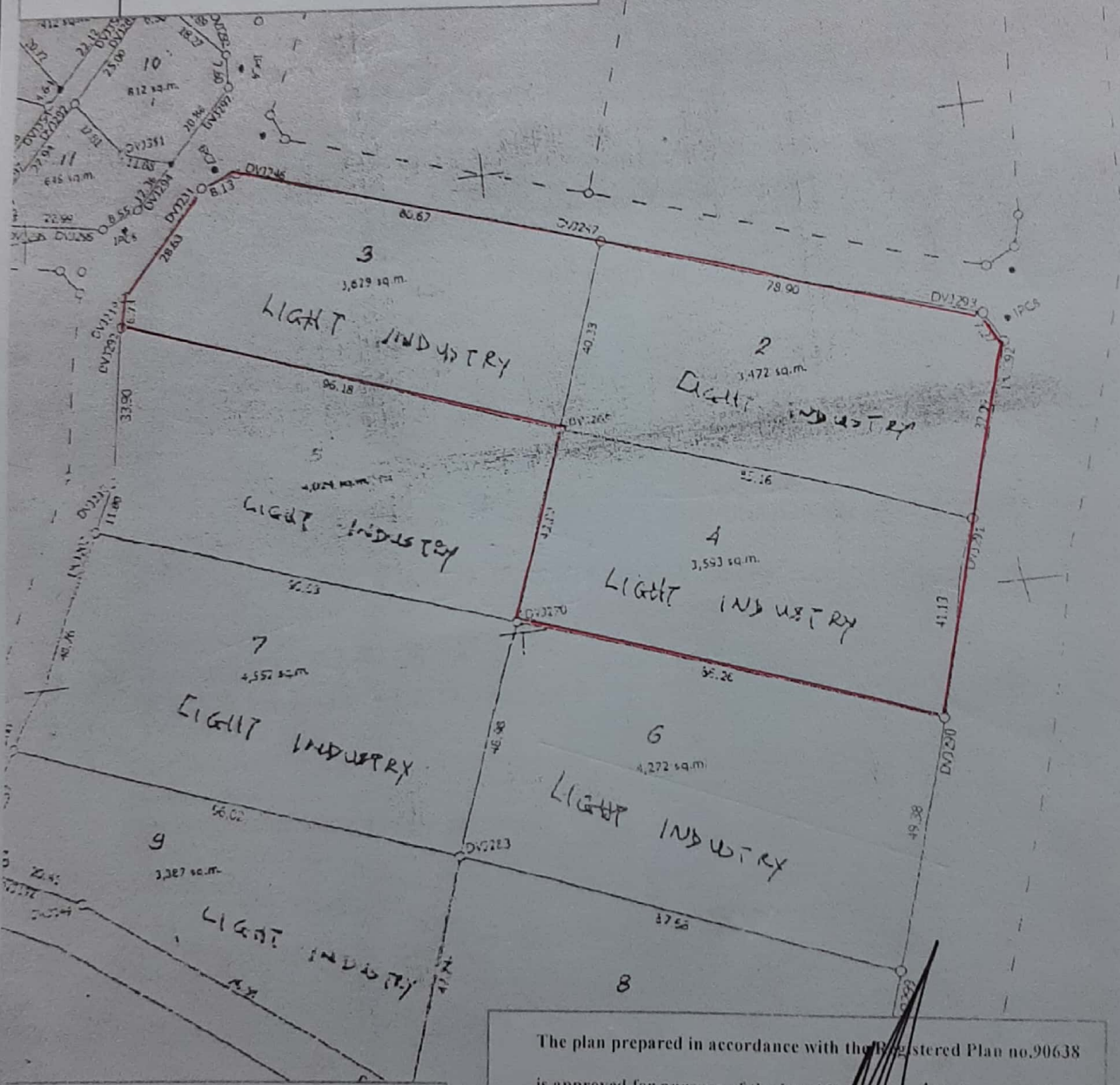
1. The Occupier having paid rent up to the thirtieth day of June, 2019; shall hereafter pay rent of shillings **one million two hundred seventy two thousand five hundred eighty five (1,272,585/=) only** a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

KIGAMBONI MUNICIPALITY

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LOCATION: **KISARAWA II**
 BLOCK: **K**
 PLOT NO: **2,3 & 4**
 L.O.NO: **1045873**
 AREA: **10694 SQM**



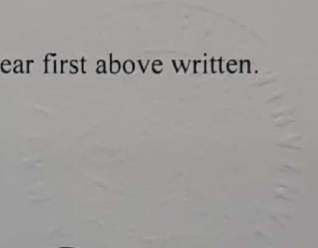
The issue of this plan implies no guarantee or admission of Title by the government

The plan prepared in accordance with the Registered Plan no.90638 is approved for purpose of the Land Registration Ordinance For
 Director of Surveys and Mapping.....Date **11-11-2019**
 Ministry of Lands Human settlements Development, Dar es Salaam

SCHEDULE

ALL that land known as Plot No. 2, 3 and 4 Block 'K' situated at Kisarawe II area in Kigamboni Municipality containing Ten thousand six hundred ninety four (10,694) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Number 90638 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and official seal the day and year first above written.


ASSISTANT COMMISSIONER FOR LANDS

I, the within named EWALD IZACK CHUWA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

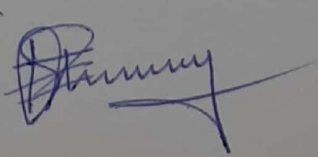
SIGNED and DELIVERED by the said)
EWALD IZACK CHUWA)
who is known to me personally/identified)
to me by)
the latter being known to me personally)
in my presence this 20th)
day of MAY, 2019.)

(Witness's))
Signature:)

Postal address:)

DAR ES SALAAM)

Qualification: SEN. LAND OFFICER)



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT



Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:
Ref. No. LR/T 190912

LAND REGISTRY,
P.O Box 1191,
Dar es salaam.
Date: 11 Aug, 2020

EWALD IZACK CHUWA
P.O Box 36009
DAR ES SALAAM
Sir/Gentlemen/Madam,

RE: TITLE NO: 190912 LAND OFFICE NO: 1045873
PLOT NO. 2,3 & 4 BLOCK K AT KISARAWA II

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.


Asst. REGISTRAR OF TITLES

Copy to: Commisioner for Lands
Your LD File No: 376288 refers