

SMALL INDUSTRIES DEVELOPMENT ORGANIZATION



CONTRACT NO. 11

LEASE AGREEMENT FOR INDUSTRIAL SHEDS
(COMPANY)

BETWEEN

SMALL INDUSTRIES DEVELOPMENT ORGANIZATION
(SIDO)

AND

M/S JOASAMWE INVESTMENT CO LTD

SMALL INDUSTRIES DEVELOPMENT ORGANISATION



CONTRACT NO. 11

LEASE AGREEMENT FOR INDUSTRIAL SHEDS

THIS AGREEMENT made this 16 day of MAY 2022...

BETWEEN

SMALL INDUSTRIES DEVELOPMENT ORGANISATION a body Corporate Constituted under the provisions of the Small Industries Development Organization Act, No. 28 of 1973 of P.O. Box 1509 Mwanza (hereinafter called "SIDO" which expression shall, where the context so admits include its assignees and successors in title) of the one part,

AND

JOASAMWE INVESTMENT COMPANY LTD.
of P. O. Box 7561 Mwanza (hereinafter called "the Tenant") of the other part.

WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent hereinafter reserved and the Lessee's covenants hereinafter contained or implied and to be performed and observed by the Lessee, the Lessor **DOTH HEREBY DEMISE** unto the tenant

150 SAM Building on Plot No 128 of SIDO Nyakato
Industrial Area for Three years Rent

(hereinafter called "the demised premises") at a monthly rental of shillings Tsh. 2000/= per SAM = 150 x 2000 = 300,000/= (Per Month ./=) payable in advance and without any deduction whatsoever during the first week of each calendar month / calendar year or optionally in lump sum for a total of 300,000/= months subject to the covenants and conditions hereinafter appearing.

2. This lease agreement commences on 18 day of JULY 2022.

and expires on17..... day ofJuly..... 20.25.....

3. The Tenant **HEREBY COVENANTS** with **SIDO** as follows:-

- (a) To keep the exterior and interior parts of the demised premises including all doors, windows, glass, locks and fasteners, walls, water apparatus, electric wiring and fittings therein and other fittings in good and tenantable repair and condition.
- (b) To use the demised premises for commercial purposes only.
- (c) To permit SIDO and her agents at all reasonable times, with or without workmen to enter the demised premises to view the condition thereof and if the same is found to be defective or out of repair to leave or give a written notice of such defects for the Tenant to make good such defects in a proper manner and to the satisfaction of SIDO within the space of one month after such calendar month as aforesaid SIDO may proceed diligently with the execution of such repairs and the costs thereof shall be a debt due from the Tenant to SIDO and be forthwith recoverable by legal action.
- (d) Not to make any alterations in or additions to the demised premises without the consent in writing of SIDO is first had and obtained.
- (e) Not to cut or injure any of the walls of the demised premises or suffer or permit the same to be done.
- (f) Not to assign, sub-let, transfer or part with possession of the demised premises or any part thereof in any way whatsoever without the consent in writing of SIDO is first had and obtained. Breach of this condition shall warrant automatic vacant possession.
- (g) Not to stop commercial production before expiry of the term of this contract without written consent from SIDO for a period of three months or more, should it happen, then SIDO reserves the right to reallocate the same to another entrepreneur
- (h) To peacefully yield up to SIDO at the end or other sooner determination of the specific term hereby created the demised premises so well and sufficiently repaired and maintained as stipulated aforesaid in accordance with covenants and conditions hereinbefore contained. If the Tenant shall have effected any developments on the demised premises after agreement with SIDO in writing any compensation in respect of any unexhausted improvements shall be governed by the terms and conditions contained in the consent letter from SIDO otherwise SIDO is not bound in any way whatsoever to compensate for any unexhausted improvements made nor shall the tenant be allowed to remove fittings and fixtures related to the improvements he made.

- (i) The Tenant shall fix his own Electric Meter before commencement of business.
- (j) To pay for electricity, water and telephone used or consumed in the demised premises and other charges of similar nature.
- (k) The tenant shall utilise the demised premises effectively and throughout the term herein specified and if it is abandoned or remains idle for more than two consecutive months without SIDO's written consent SIDO shall have the right to repossess same and reallocate it to another tenant forthwith.
- (l) The tenant shall utilise the demised premises for the agreed purpose only and any change must get SIDO's consent in writing.
- (m) The tenant shall contribute towards sewerage and waste collection charges at the rate to be fixed by SIDO.
- (n) The tenant may insure against fire his or her business equipments for the whole period of tenancy.
- (o) The tenant shall be responsible to protect his business against any disastrous of whatever nature for the whole period of the tenancy.

4. AND SIDO HEREBY COVENANTS with the tenant as follows:-

- (a) The Tenant observing the foregoing covenants herein before reserved and performing and observing the several covenants and stipulations herein on his part contained shall peacefully hold and enjoy the demised premises during the specific term hereby created without unlawful intervention by SIDO or any person rightfully claiming under her.
- (b) To pay and discharge all land rent and service charges.

5. SIDO AND THE TENANT HEREBY AGREE AND DECLARE THAT:

- a) If and wherever the covenants hereby reserved are not adhered to or if and whenever the Tenant shall not in all things well and truly observe, perform, fulfil and heed all and singular the covenants by the Tenant herein contained, then SIDO may in such case lawfully re-enter upon the demised premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as in its former state notwithstanding and without prejudice to any right of action or remedy of SIDO in respect of any antecedent breach of any of the covenants, conditions, stipulations and provisions herein contained or implied and on the part of the Tenant to be performed and observed.

- b) If and whenever rent herein reserved remains unpaid for **two consecutive months** the Tenant shall have automatically revoked this lease agreement and shall forthwith give vacant possession of the demised premises. For clearance of doubt it is hereby irrevocably and absolutely agreed between SIDO and the Tenant that in the event of default in paying rent SIDO shall have lien over the assets of the Tenant within the demised premises and SIDO shall be at liberty to dispose of the assets and recover the rent arrears from the proceeds of such sale and that SIDO shall not be obliged to resort to court in the exercise of this option.
- c) Any restraint on the part of SIDO to exercise any right conferred and contained herein shall not operate as a waiver or estoppel against any intended action.
- d) The Tenant shall give to SIDO one (1) months' notice of his intention to terminate the Tenancy Agreement such notice to be in writing and delivered to SIDO.
- e) SIDO shall give to the Tenant one (1) months' notice of her intention to terminate the tenancy Agreement such notice to be in writing and delivered to the Tenant personally, by post or by affixing it on the door or any other conspicuous place or by any other method as provided for in the Civil Procedure Code 1966 with regard to Service of Summons.

IN WITNESS WHEREOF the Lessor and Lessee have respectively executed this deed on the day, month and year first above written.

SEALED with the common seal
of the said WINSTON A. MAKANGULA
In our presence this 18 day of JULY
2022



Name: KAPOCHA MAKONGORO NASATI
Signature: [Signature]
Postal Address: 7561
Designation: DIRECTOR

Name: WINSTON A. MAKANGULA
Signature: [Signature]
Postal Address: 36152
Designation: COMMISSIONER FOR OATHS



SEALED with the common seal
of the said SMALL INDUSTRIES
DEVELOPMENT ORGANISATION

In our presence this ...18... day of
...07...2022.....

} Seal / Stamp

Name: Babani Songwa

Signature: [Signature]

Postal Address: P.O. Box 1509 Mwanza

Designation: Regional Manager

Name: Emmanuel W. Ngoyinde

Signature: [Signature]

Postal Address: P.O. Box 1509 Mwanza

Designation: Engineer

SMALL INDUSTRIES DEVELOPMENT ORGANISATION
REGION