



# Agreement for Lease

Between

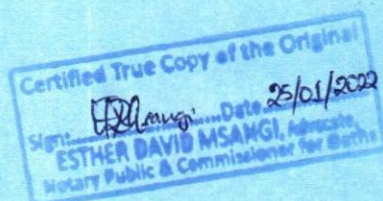
B. H. Ladwa Ltd.,

And

C T METAL WORKS LTD

Godown No. – G3 (Half  
Portion) & G4

PERIOD OF LEASE: 1<sup>ST</sup> JAN 2022 TO 31<sup>ST</sup> DEC 2036



## LEASE AGREEMENT

This **LEASE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 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 C T Metal Works Limited** of P.O. Box 38678 Dar Es Salaam, Tanzania  
(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;

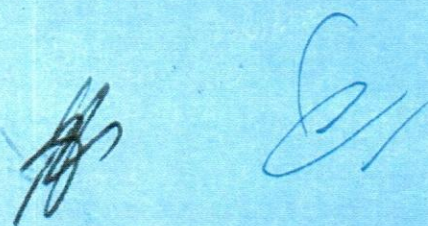
**AND**

**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 no. G3 of 1728  
Square Meters of a storage hall. (Half Portion 864 Sq. Meters of godawn  
will be used by lessee and godown no G4 of 1728 Square Meters. So total  
area will be 2592 Square Meters.
- (ii) The Lessee is going to take possession of one and half of the godawn.  
(i.e. 2592 Sq Mtrs)
- (iii) The godown has been built on aforementioned plot and measuring 1728  
square meters. 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.
- (iv) 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;





- On the expiration of the term to ensure that the lessee vacates the leased premises upon delivering up the leased premises to the lessor with all locks, keys and fasteners, complete in good tenable repair and reasonable condition, save for the wear and tear.
- 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 90 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.
- Lessee can not terminate this lease agreement within first 7 years. If lessee wants to terminate this lease agreement before 7 years then lessee has to pay remaining rent up to period of 7 years.
- After completion of first 7 years, if lessee wants to terminate this lease agreement then lessee has to give written notice in advance of 90 days of his intention to terminate lease agreement.
- If lessee fail to make rental payment within due time, then lessor has right to terminate this lease agreement immediately and lessee has to vacant the leased premises immediately.
- Lessee has to take insurance for the goods stored inside leased premises as well as for leased premises.
- Lessee has to make sure not to do any illegal activities in leased premises as well not to store any illegal items in leased premises.

#### 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.
- (c) 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;
- (d) if lessor wants to terminate anytime this lease agreement then lessor has to give written notice in advance of 60 days of his intention to terminate lease agreement.

Two handwritten signatures in blue ink, one on the left and one on the right, positioned below the text of the document.



## B. Duration of the Lease Agreement

This is a fifteen years lease agreement commencing from 1<sup>st</sup> January 2022 to 31<sup>st</sup> December 2036.

2. (a) That, in consideration of the rent of United States Dollars USD 2.25 plus VAT per square meter per month, i.e., rent of USD 6881.76 per month inclusive VAT, every six months' rent payable in advance of \$ 41,290.56/- inclusive VAT, the lessor hereby leases to the lessee and the lessee hereby takes the demised premises to hold the same for the lease period of fifteen years.  
  
(b) The rental shall increase annually at rate of 5% on anniversary of this lease from 3<sup>rd</sup> year on previous year rent. The first increase to take place on 1<sup>st</sup> January, 2024.  
  
(c) That rent for the first Six months shall be paid at the time of signing of this lease agreement and for the rest of the period payment should be made in advance for every six months (i.e., Half Yearly 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 in a way that would not create annoyance, nuisance or any danger to the public and to the neighbors that adjoins the leased premises.

Certified True Copy of the Original  
 Sign: Esther David Msangi Date: 25/01/2022  
 ESTHER DAVID MSANGI, Advocate,  
 Notary Public & Commissioner for Oaths

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

Who is known to me personally

This 24<sup>th</sup> day of November 2021

in my presence

Signature: *Bharat*  
 Postal Address: P.O. Box 195  
Morogoro  
 Title: Director

*[Handwritten Signature]*  
 LESSOR

**B. H. LADWA LTD.**  
 BUILDING & CIVIL ENG. CONTRACTOR  
 P. O. Box 195 - MOROGORO  
 TEL: 023 2613569 / 3907

SIGNED, STAMPED and DELIVERED by the

Said CT METAL WORKS LTD

Who is known to me personally

this 24<sup>th</sup> day of November 2021

In my presence.

Signature: *Tulsi*  
 Postal Address: Office assistance  
Upanga  
 Title: Jeet Vijay. Tulsi

*[Handwritten Signature]*  
 LESSEE

CT METAL WORKS LTD  
 P. O. Box 14612  
 DAR-ES-SALAAM  
 TANZANIA

TIN:  
 SID: 825.85 = 1903494.816  
 WHT: 4,129.056 = 9517474.08  
 Total 4954.856 = 11,420,968.896  
 12/12/2021

JOYCE KABULA SABASA  
 ADVOCATE  
 NOTARY PUBLIC  
 &  
 COMMISSIONER  
 FOR OATHS  
 BOX 100217

REGIONAL MANAGER  
 13 DEC 2021  
 STATE  
 MALA TAY REGION

TIN:  
 USD 5,832 E/rate 2305  
 SID: \$ 699.84 = 1,613,131.2  
 WHT: \$ 3,499.2 = 8,065,656 (6 months from Jan - June 2021)  
 TOTAL \$ 4,199.04 = 9,678,787.2  
 14/12/2021