

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT
(NO. 4 OF 1999)

AND

THE LAND REGISTRATION ACT CAP 334 R.E 2019.

LEASE AGREEMENT

**ON A WAREHOUSE, OFFICE AND MANAGER'S
PREMISE LOCATED AT
PLOT NUMBER 11 BLOCK 'KK' NYAKATO
INDUSTRIAL AREA MWANZA C.T NUMBER 11528
BETWEEN
GLADICE EDWARD MAGUBO the Administrator of
the estate of the late EDWARD MAGUBO**

AND

MWANANCHI MABATI LIMITED

Drawn by:

**IPC Legal Advocates,
6TH Floor, Rear Wing,
PSSSF Mwanza Plaza,**

THIS LEASE AGREEMENT is made this day of 2023

BETWEEN

GLADICE EDWARD MAGUBO the Administrator of the estate of the late **EDWARD MAGUBO** of P. O. BoxTARIME(hereinafter called "**the LESSOR**") which expression shall where the context so admits, include her successors in title of the one part;

AND

MWANANCHI MABATI LIMITED, a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 of 2002 whose address for purposes hereof is P. O. Box **Mwanza** (hereinafter called "**the LESSEE**") which expression shall where the context so admits, include its successors in title of the one part;

WHEREAS The Lessor is the Administrator of the estate of the late **EDWARD MAGUBO** whose estate includes the warehouse, manager's and office space on Plot number 11 Block 'KK' Nyakato Industrial area Mwanza with Certificate of Title number 11528 (hereinafter referred to as "**the demised premise**")

WHEREAS the Lessee has requested the Lessor to lease the demised premise for purposes of manufacturing and selling iron sheet, plastic products and their associated product business,

AND WHEREAS the Lessor is willing and ready to lease the Demised premise to the Lessee on the following terms and conditions;



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONSENSUS CLAUSE

1.0 In consideration of the rent and the performance of Lessee's covenants hereinafter reserved and contained the Lessor **DOES HEREBY DEMISE** unto the Lessee the demised premises on Plot number 11 Block 'KK' Nyakato Industrial area Mwanza Region subject to terms and conditions set out in this agreement

2. LEASE TENURE

The lease created herein shall be for a period of Three years commencing from the 1st Day of March 2023 (in this agreement to be referred to as '**the commencement date**'). The rent shall be payable into Two Installments of Six Months each

The lessee shall pay the first Six Months rent in Five working days from the date of the last signature which shall start counting on the commencement date

The demised premise shall remain under control of the lessor until the commencement date when the lessor shall hand over physical possession of the premise to the lessee

3. RENT, TAX AND OTHER CHARGES

3.1 The annual rent shall be Tshs 44,000,000/= or the equivalent in USD computed on the basis of the prevailing mean rate on the day of fund transfer exclusive taxes and shall be payable into two

installments of Six Months each. The lessee shall pay the first Six Months' rent not later than 5 working days from the date of the last signature through fund transfer into either of the lessee's accounts below after signing this agreement:

TZS ACCOUNT

Name: **GLADICE EDWARD MAGUBO**

Account Number: **30410039026**

Bank name: **NMB**

Branch: **TARIME**

Swift Code: **NMIBTZZ**

USD ACCOUNT

Name: **GLADICE EDWARD MAGUBO**

Account Number: **0252712194500**

Bank Name: **CRDB**

Branch: **TARIME**

Swift Code: **CORUTZZ**

After the transfer is made lessee shall advise the lessor, through the lessor's Representative namely GIDEON MAGUBO

- 3.2 That the Lessee shall be responsible to pay 10% withholding Tax and stamp duty while the lessor shall bear the estate agent fee

4 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-

- 4.1 To pay during the term of the lease the said rent herein before reserved punctually on the days and in the manner aforesaid without any deductions whatsoever except as AGREED in this agreement.
- 4.2 To keep the interior parts of the Demised premise in a habitable condition;
- 4.3 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48 hours notice addressed to the Lessee (or immediately in case of a need) to enter for purpose of carrying out any inspection on the demised premise as the Lessor may consider to be desirable or necessary.
- 4.4 To make any alteration in the Demised premise and/ or undertake any developments suitable for the Lessee's business at her own costs
- 4.5 Any major constructions/developments that require building permits shall be made with consent in writing from the lessor which consent shall not be unreasonably withheld and the lessor shall be

responsible to seek and obtain such permits at the lessee's costs.

4.6 The developments made on the demised Premise shall remain the properties of the lessor on expiry of this lease agreement or any renewed lease upon expiry of the initial 3 years tenure.

4.7 To use the demised premises for the agreed business.

4.8 Not to permit or suffer to be done upon the demised premise anything which is in the opinion of the Lessor a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the demised premise except if is connected to effective implementation of the business the purpose of which this lease is created.

4.9 To maintain the standards of the demised premise in line with the lessee's iron sheet and associated products business or any other legal business that the lessee may opt to undertake.

4.10 Not to use or suffer to be used the demised premise for any illegal or immoral purposes

4.11 Shall at the expiration of the said term and where no renewal of the contract or where renewal is made on expiry of any subsequent lease yield up the demised premises to the lessor with the fixtures and all the fittings thereto in such good and tenable repair and conditions.

4.12 Shall ensure that all costs in form of Electricity bills, water bills and telephone charges are dully paid when they fall due.

5 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- 5.1 To maintain in good working order and repair all sewers drains channels, sanitary pipes, and wires and cables and supply lines;
- 5.2 To keep the premises insured against loss or damage by fire or such risks as the lessor may deem desirable or expedient in the full insurable value.
- 5.3 To pay and discharge all rates, taxes and rent assessments falling due on or charged upon the building on which the demised premise is situate;
- 5.4 That the Lessee paying and reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained herein shall peacefully hold and enjoy the demised premise throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The Lessor represents that she is the Administrator of the estate of the owner of the estate leased and the rent collected is to the benefit of all heirs of the estate. That she has full power and authority to demise to the Lessee the Demised Premise in the manner herein provided;
- 6.2 That each party agrees to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this agreement
- 6.3 Each party represents and warrants to the other that:-
- 6.3.1 It has full power and authority to execute deliver and perform its obligations under this agreement and no limitation on its powers will be exceeded as a result of its entering into this agreement;
 - 6.3.2 This agreement is a legal, valid and binding obligation, and is enforceable against each party in accordance with its terms and conditions;
 - 6.3.3 This agreement may only be varied by written instrument signed by each party.

7 TERMINATION

- 7.1 Either party may terminate this agreement in the event of any fundamental breach PROVIDED that the aggrieved party gives the other party Sixty days notice of termination.

8. COMMUNICATION AND NOTICES

Any notice, request or other communication required or permitted to be given or made under this agreement to any party must be in writing. Such notice, request or other communication may be delivered by hand to an authorized representative of the other party or shall be sent by email, postal address or any other means communicable to each party mentioned herein.

For purposes of this agreement, the lessor appoints GIDEON MAGUBO, her first son as her legal representative for purposes of giving effect to this clause

9. FORCE MAJEURE

In this clause, Force Majeure means an Act of God, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, sabotage, lightening, fire, earthquake, storm, flood, plague and explosion, government agency restraint, expropriation, intervention, or any cause whatsoever beyond the reasonable control of the person affected.

If any party to this Agreement is unable, wholly or in part, by reason of force majeure to carry out any obligation

required of it under this contract, that obligation is suspended so far as it is affected during the continuance of force majeure.

As soon as possible after being affected by force majeure, the party so affected must furnish to the other party full particulars of the force majeure and the manner in which its performance is prevented or delayed. The party whose obligations under this agreement have been suspended must promptly and diligently pursue appropriate action to enable it to perform such obligations.

10. WAIVER

The waiver by either party of its rights or remedies or of any breaches by either party under this agreement shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

11. SEVERABILITY

In event that any of the provision of this Agreement or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed herein.

12. SUCCESSION AND ASSIGNS

12.1 Except as otherwise provided herein, the rights and obligations created hereunder shall incur to the benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;

12.2 Notwithstanding any provision hereof, the Lessee shall have no right to assign, transfer mortgage, charge, sublease or otherwise part with the possession of the leased premise herein, and no such assignment, transfer, mortgage, charge or sublease shall have any validity unless prior thereto;-

12.2.1 the lessor consents in writing to such assignment, transfer, mortgage, charge sublease or succession which consent shall not unreasonably be withheld

12.2.2 any outstanding rent has been fully paid;

12.2.3 the proposed transferee, assignee or sublease has agreed in writing to the other to be bound by all the provisions hereof.

13. DISPUTES RESOLUTION

13.1 The parties herein will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement;

13.2 If the parties have been unable to reach to an amicable resolution, any party may seek redress before a competent court of law within the United Republic of Tanzania.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Tanzania.

15. COSTS

Both Parties shall bear their own costs and expenses including legal fees and other expenses excluding Payment of stamp duty which shall be paid by the Lessee.

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing:

SIGNED at MWANZA by the said
GLADICE EDWARD MAGUBO who is known
to me/identified to me by.....
.....this 10th day of JANUARY 2023

[Signature]
LESSOR

Before me:

Signature : *M. Samson*
Name : *MAR. J. SAMSON*
Address : *294 TARIME*
Designation : **Commissioner for Oaths**



STAMPED with the **COMMON STAMP** of
MWANANCHI MABATI LIMITED and **DELIVERED**

at MWANZA in our presence
this 10th day of January 2023

STAMP OF LESSEE

Witnessed by,

Signature : [Signature]

Name : DING KEYING

Address : MWANZA

Designation : **DIRECTOR**

BEFORE ME

Signature : [Signature]

Name : JUSTADES ANGELO

Address : Box 1629 Mwanza

Designation : **Commissioner for Oaths**

