

# LEASE AGREEMENT

THIS AGREEMENT is made this 09 day of AUGUST 2023

BETWEEN

MS/SPRING CITY INFRASTRUCTURE MANUFACTURING CO.LIMITED of P.O.BOX 31829,DAR ES SALAAM here in after referred to as the "LESSOR" which expression shall where the context so require or admit include his successors and/or assigns)of one part:

BEST REAL ESTATE AND AND  
INDUSTRIAL PARK LIMITED P.O.BOX.....DAR ES SALAAM here  
in after referred to as the 'LESSEE' which expression shall where the context so required to admit include its successors and or assigns)other part:with TIN NO.....167-415-946

WHERE AS the lessor is the lawful owner of premises designated as Plot No .103 Mikocheni Industrial Area, Kinondoni Municipality the city of DAR ES SALAAM(here in after referred to as "the demised premises"

AND WHERE AS the lessor has various Frames, Shops, Rooms to lees to various individual businessmen and lease is desirous of occupying the said shops, rooms for business purpose.

AND WHERE AS the lessee is willing to take possession/tenancy of the demised premise for his business purpose.

## A. NOW THERE FOR THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1.That in consideration of rent and covenants here in after contained the LESSOR do here by grants and demises unto LESSEE the demised premises for a term of.....HALF YEAR year renewable on each.....SIX.....month commencing from this 09TH 08 / 2023 to 08/02 / 2024
- 2.The agreed rent is shillings.....200,000 /=.....only per month,VAT inclusive. which rent may be subject to revision after the expiration of each term agreed here of &it is for shop NO.: 08 (EIGHT)
3. The LESSEE elects and agrees to pay the LESSOR the rent of months in the lamp sum every after the expiration of the .....THREE.....months of this agreements.
- 4.The LESSEE at the time of signing this agreements has paid the LESSEE Tshs.....600,000/=.....as part payment of then consideration of this agreement for the first .....THREE.....months and the LESSOR acknowledge to have received the same. The remaining balance there of shall be paid on or before the expiration of the six months of agreement

B. THE LESSEE DO HERE BY COVENANTS WITH THE LESSOR AS FOLLOWS

- I. To pay the whole rent one day and manner a fore said
- II. To pay and discharge sewerage charges ,water telephone and electricity charges and to pay any other bills during the lease period here in created
- III. At all times to keep the interior of the demised premises and the appurtenance there of including the doors, windows, and other glass fixtures ,fittings, fastening electric wires and fittings waste water drain costs will be shared between the Tenant and Landlady and other pipes and sanitary and water apparatus there in and the painting and decorating thereof in good and substantial repair and condition but fair wear tear and damage by fire are exempted as the cost of the repair thereof shall be provided by the land lady.
- IV. To use the said premises for business purpose only
- V. To permit the LESSOR(the LESSOR having served notice to the LESSEE)and/or his agents, at all responsible time of the day with or without work workmen to enter upon the demises premise to view and inspect the condition of the same premise where fore the LESSOR shall give the notice to the LESSEE of any defects and want of reparation for which the LESSEE shall be liable to make good such defect in the manner here in after specified
- VI. Not to make alteration ,addition or modification on the demised premises without notifying in writing to the LESSOR:
- VII. To compensate the LESSOR to the fullest amount as will be assessed to restore the demise premises or part thereof to the conditions required in case of any damage or defects resulted due to negligent or recklessness or willful acts of the LESSEE which renders the demise premises inhabitable
- VIII. Not to assign sublet, or part with possession of the demise premises or any part thereof without the written consent of the LESSOR
- IX. Not use or permit to be used the demised premise in any way, which would create nuisance or annoyance to the LESSOR occupiers of the adjoining or neighboring properties and/or general public
- X. To make good all minor defects and breakage
- XI. To pay all government taxes on this agreement which are the withholding tax and stamp duty.
- XII. Before the expiration of the lease the lessee to inform the lessor one month before the contract expires if he/she will renew the contract or not.
- XIII. If the lessee will be late to pay the lease amount agreed before or after renewal of the contract the penalty where of will be born by her/him.

On expiration or sooner determination of the term hereby granted to delivery up said premises to the Land Lady with all locks and keys while the demises premises is habitable

THE LESSOR HEREBY COVENANTS WITH THE LESSE AS FOLLOWS:

- i. The LESSEE paying the rent here in above and performing and observing the covenants and stipulation here in contained shall peacefully hold and enjoy the demised premises without any unlawful interruption by the LESSOR or any other person
- ii. To pay and discharge land rent which is payable or which may hereafter be imposed or charged in respect of the demised premises
- iii. To be responsible for all major repairs, structural and maintenance

THE LESSOR AND THE LESSEE HERE BY MUTUALY AND DECLARED AGREED AS FOLLOWS:

- I. That once rent is paid neither refundable not transferable.
- II. If the Lessee she desirous of taking a new lease of demised premises after the expiry of the term hereby granted he shall give notice to the Lessor of his intention to take new lease not less than thirty (30) days before the expiry of the term and the LESSOR may be grant to the LESSEE new lease of the demised premises for such further term as shall be agreed by the LESSOR and LESSEE subject to covenants and conditions as shall be agreed between them
- III. Either party may terminate the agreement hereby created by giving a thirty (30) day notice in writing
- IV. Any notice served under this agreement shall be writing and shall be duly served in person or posting the same to the postal addresses of the LESSOR herein and in the case of the LESSEE by delivering the same to the demised premises
- V. This agreement shall be discharged in the event of the demised premises or part thereof being damaged or destroyed by fire ,act of God, force majeure or any other cause not due to negligent or willful acts of the LESSEE which renders the demised premises inhabitable
- VI. In the event of any dispute arising from this agreement to attempt to settle the dispute amicably between the parties prior to resorting to litigation
- VII. That notwithstanding anything to the contrary here in contained the provisions of this Agreement may be modified by the mutual agreement of the parties herein.

PROVIDE ALWAYS AND ITS IS HEREBY AGREED AND DECLARED THAT

If , or whenever, during the said term the said rent hereby reserved or any part thereof shall remain unpaid for twenty one(21)days without the consent of the lessor after becoming due to and payable or if any covenant on the lessees part here in contained shall not be performed or observed, then after to reenter upon the said premises or any part thereof in the name of whole and then this lease agreements

shall absolutely determine, but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of the covenants herein contained

IN WITNESS WHERE OF the parties here to have executed these presents on the day, month and the year here in before appearing

SEALED with the COMMON SEAL of the said  
SPRING CITY INFRASTRUCTURE

MANUFACTURING COMPANY LIMITED and

DELIVERED in our presence this 09<sup>th</sup> day  
of August 2023.



[Signature]

LESSOR

BEFORE ME:

Name: GOODLUCK J. MWAKABANJE

Signature: [Signature]



Postal Address: 11045 DAR ES SALAAM

Designation: ADVOCATE

SIGNED and DELIVERED at DSM by  
the said BEST REAL ESTATE  
AND INDUSTRIAL PARK  
LIMITED.

who is known to me personally this  
09<sup>th</sup> day of August 2023.



[Signature]

LESSEE

BEFORE ME:

Name: GOODLUCK J. MWAKABANJE



Signature: [Handwritten Signature]

Postal Address: 11045 DAR ES

Qualification: ADVOCATE -



**CRDB  
WAKALA**

**TRANSACTION RECEIPT**

Government Payment

Tax Status: SUCCESS  
Date and Time: 2023-08-10 15:11:42  
Tax ID: AU16/91669502/063596986  
Control No: 9984112577329  
Intax Commissioner for Domestic Revenue  
Taxpayer: BEST REAL ESTATE AND INDUSTRIAL PARK LIMITED  
Receipt No: 923222195354394  
Desc: TAX REVENUE BILL

AMOUNT (TZS) 84,000.00  
CHARGE (TZS) VAT exclusive 0.00  
TOTAL AMOUNT (TZS) 84,000.00

Business Name: KASIANI ALFRED SHIRIMA  
POS: 8853042375548 861353042335555  
Agent Branch: MLIMANI CITY

Thank you for using CRDB Wakala Service.  
For enquiry contact: 0755197700

Control No:

9984112577329



**TANZANIA REVENUE AUTHORITY**

**ISO 9001: 2015 CERTIFIED**

**Tax Payment Slip**

N/A  
N/A  
N/A  
0627345678

Account the amount of TZS 84,000.00  
Eighty Four Thousand Only

10/08/2023

N/A  
Tanzania Revenue Authority

Account Number:

N/A

SWIFT Code:

N/A

Control Number:

9984112577329

Taxpayer TIN:

167415946

Taxpayer Name:

BEST REAL ESTATE AND INDUSTRIAL PARK LIMITED

**TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)**

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty Other than Sales of Revenue Stamp	862813069	11610127	24,000.00
2	Withholding Tax - Rental (Land and Building)	862813087	11121119	60,000.00

Signature ..... Date ..... / ..... /20.....

Signature ..... Date ..... / ..... /20.....

Bank use only

Reference number

**Note to Commercial Bank:**

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.