

LEASE AGREEMENT

THIS AGREEMENT IS MADE ON THIS 20th DAY OF SEPTEMBER, 2023

BETWEEN

MBONEA JONAS MTAITA, a natural person and a resident of Dar es Salaam Tanzania of P.O.BOX 65511, with national identity card number 19751115-11482-00001 -26 (hereinafter referred to as "the **Landlord**") of the one part.

AND

BEZALEL ART GLASS LIMITED, a company duly incorporated under the laws of Tanzania with Postal Address 20643, Dar es Salaam, (herein referred to as "the **Tenant**,"") of the other part.

WHEREAS, the Landlord is the owner of a piece of land known as Plot No. 254, Block A., Mloganzila area, Kisarawe District, Coastal region, Tanzania, bearing title number 6638 P/W, on which it has constructed, among other things, office premises suitable for rent (hereinafter called "the **demised premises**");

WHEREAS, the Landlord entered into a partnership with SUNRISE PHARMACY LIMITED, represented by IDD SALIM KAONEKA of P. O. Box 65511, Dar es Salaam (herein called "the **Developer**");

WHEREAS, the Landlord and the Developer agreed that the developer may develop the demised premises and lease them out;

WHEREAS, the Developer and the Landlord has found a tenant trading using **BEZALEL ART GLASS LIMITED** and who are willing to rent the premises;

WHEREAS, the tenant engages in the business manufacturing, trade, interior decoration, building materials, glass, ceramic products among other allied activities;

AND WHEREAS, the Landlord, the Developer and the Tenant (jointly herein called "the **Parties**") have discussed on a plan to enter into a lease agreement under the terms herein appearing;

NOW THEREFORE, the Landlord **HEREBY** rents out to the Tenant and the Tenant **HEREBY** rents from the Landlord the **demised premises** for the period and under the terms hereinbelow appearing:



Godwill David Kyegero
20th Sept 2023

1. That for the purposes of this agreement, the Landlord hereby acknowledges to have negotiated with the Developer and authorized the Developer to administer and manage the demised premises on behalf of the Landlord in connection with all the terms and conditions of this agreement. This includes the collection of rent from the tenant(s) occupying the premises.
2. That subject to what is stated expressly to the contrary, the parties herein agree to enter into a lease agreement and the lease period shall be **five years** commencing on the **01st day of October, 2023** and ending on **the 30th day of September, 2028** with a renewal upon expiration subject to agreement by the parties;
3. That both the Landlord and the Developer hereby consent to the lease arrangement outlined in this Agreement and the Landlord authorizes the Developer to receive the agreed-upon lease amount and to supervise all tenancy activities throughout the entire five-year period. Furthermore, the Landlord and Developer mutually agree that they shall have no right whatsoever to disturb the Tenant during the full term of five years immediately after the signing of this agreement and in case of any dispute or misunderstanding between the two that is between the Developer and the Landlord in respect of the demise premises, the same shall not, in any way affect the tenant. And in the event tenant faces any issue from any of such misunderstanding or any of their dealing, the tenant shall be entitled to summarily and immediately recover such loss or any loss incurred from either the Landlord or the Developer or both of them.
4. That rent payable for the demised premises shall be **Tanzanian Shillings One Million (1,000,000) only per month**, withholding tax inclusive, payable six months in advance when due and that the tenant has already paid the entire rent for the first six months which was paid on **20/09/2023**.
5. In addition to what has been stated above, the Tenant shall:-
 - (a) bear and discharge all charges in respect of water, electricity, telephone, security, waste products and any other like service in its favour during the tenancy. For avoidance of doubts, all past arrears of such utility before the handing over of the premises by the Landlord to the Tenant shall be paid by the Landlord and all costs for such services during the contract shall be paid by the Tenant;
 - (b) Be responsible, at its costs, to effect all types of construction needed on the demised premises for purposes of its business.



Godwill David Kyegendo
20th Sept 2023

Provided that

- (i) Change of roof of the existing building or construction of new office rooms or staff rooms shall stand as the only construction on the demised premise which, if needed, the Tenant shall carry out at the Landlord's costs. If the Tenant sees that need, it shall tender that proposal to the Landlord; both parties shall check and approve costs of needed repair/construction and the costs needed for the task shall be established. In case of happening of this scenario, the Landlord shall be entitled to recover the same by deduction of rent for the remaining years of contract unless the parties agree on the other mode of recovery in writing.
- (ii) At the expiry of this contract, the Tenant shall be allowed to remove any unexhausted improvements existing on the suit premises at or by that time, whether put by the Tenant during its tenancy or otherwise and it shall be entitled to claim refund for anything put thereon except those already paid by Landlord or recovered by rent. For avoidance of doubt, the machines which the Tenant is entitled to remove at the expiry of this contract shall not be taken to be unexhausted improvement for purposes of this clause.
- (c) Keep the demised premises in tenable repair and condition throughout the lease term and without any alterations of the structure except such alterations as shall be authorized by the Landlord or by this agreement.
- (d) Permit the Landlord and/or his agents with or without workmen and others and with all necessary appliances at all reasonable time and by prior appointment communicated by the Landlord at least 7 days before the visiting day, to enter upon the demised premises and to inspect and examine the condition of the same;
- (e) Not assign, sublease or part with the possession of the demised premises or any part thereof without the consent of the Landlord;
- (f) At the expiration of the lease period, quietly yield the demised premises to the Landlord in good and in substantial repair and condition;
- (g) Obtain, at its own costs, necessary licenses and permits for performing the businesses it seeks to perform at the demised premises. The Landlord shall provide the necessary help necessary in its position as the owner of the premises needed for this end;



Godwill David Kyegero
20th Sept 2023

- (h) Solicit and employ workmen, assign them job, have regard to their wages and all their entitlements and generally deal with them in any manner it may deem fit with no involvement of the Landlord or any of the assets of the Landlord, including the demised premises, in that relationship;
 - (i) Use the premises in a sustainable manner and build and maintain a good image of the demised premises in the eyes of the public;
 - (j) Observe every implied tenancy obligation/covenant binding on a tenant under the law except that whose observance will or is likely to conflict with any of the terms herein contained.
6. Notwithstanding any clause to the contrary, it is expressly provided herein and agreed by the Landlord that any consent to develop or erect new structures or buildings on the premises may be authorized by either the Landlord or the Developer. The Tenant shall not be obliged to seek consent directly from the Landlord for such development or erection and in the event consent of Landlord is mandatorily required, the Developer shall do all it takes to procure the same or cause the same to be procured at the convenience of the tenant without affecting the tenant's business.
7. In addition to what has been forecasted, the Landlord shall
- (a) allow the Tenant to enjoy a peaceful tenancy during the lease term without any interruption;
 - (b) Pay property taxes for the demised premises;
 - (c) Pay land rent for the demised premises;
 - (d) Observe all implied covenants of a lease binding on a landlord which are not expressly or impliedly stated otherwise in this contract.
8. This contract shall be governed by, be construed in accordance with, the laws of Tanzania Mainland and, save as otherwise expressly stated herein, any dispute arising thereunder shall be filed in the appropriate ordinary courts of law/tribunals operating and having jurisdiction thereon for the time being under the Tanzania Mainland Judicial System.
9. That the Landlord hereby guarantees and confirms that the demised premises has no encumbrance or any obstacle affecting the right of the Landlord to lease



Godwill David Kyegere
20th Sept 2023

it out during the whole period of the contract of 5 years stated herein or for a longer period as may be mutually agreed by both parties;

10. That no Party shall be liable for any failure to perform its obligations under this contract where such failure is a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo or interruption or failure of electricity or telephone service. A party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages.
11. This agreement can be terminated before its expiry date as stated herein. This termination shall be governed by the following provisions:
 - 11.1 The Landlord has right to terminate this agreement before its expiry on the grounds of a fundamental breach committed or omitted by the Tenant. If the Landlord alleges a fundamental breach, he shall give the other party a notice of commission of the breach, particularizing the nature of the breach and the specific acts needed to be taken to remedy the situation. If the Tenant does not remedy the breach within 30 days of receiving the notice, the Landlord shall be entitled to give the Tenant a notice of termination with a minimum of 90 days issued from the date of the last notice and the contract shall expire at the end of this period unless in between the Tenant comes forward and remedies the situation.

Provided that in case the Tenant disputes being there a fundamental breach or alleges to have remedied it while the Landlord alleges the opposite, each party shall be at liberty to refer the matter to the Court of Competent jurisdiction.
 - 11.2 The Tenant shall be free to terminate this agreement any time before its expiry by giving the Landlord 90 days' notice of termination in advance.
12. That in order to determine the rights and obligations of the parties as a consequence of termination of the contract before its 5 years expiry date and in order to decide any difference between the parties under this contract, the parties shall negotiate. In case there is no agreement, each party shall be entitled to refer the matter to the Court of Competent jurisdiction.



[Handwritten Signature]
20th Sept 2023

13. Any notice likely to have material effect to this contract shall be in writing and shall be served on the other side through the address contained herein or their substitutes communicated to the other side in advance in writing. Service shall be personal or by registered mail or by email. In case of service by registered mail, the same shall be deemed to have reached the opposite side on the day the opposite side actually receives it or on the 10th day of the date of posting it to post, whichever comes first


14. That each party hereto irrevocably undertakes to perform its part and do whatever is naturally necessary to be done by its side to give this contract its full effects.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the date, month and the year and in the manner hereinafter appearing:

SIGNED AND DELIVERED at DAR ES SALAAM)
by the said **MBONEA JONAS MTAITA)**
this 20th day of SEPTEMBER, 2023)


.....
(LANDLORD)

BEFORE ME:

NAME: FARAJ IDI KAONEKA
SIGNATURE: 
ADDRESS: P.O. BOX 5511, DAR ES SALAAM TEL.
QUALIFICATION: DIRECTOR



SEALED at DAR ES SALAAM)
with the **COMMON SEAL** of the said)
SUNRISE PHARMACY LIMITED)
this 20th day of SEPTEMBER 2023)



IN OUR PRESENCE:

NAME: JESSE THOMAS

ADDRESS: P.O. BOX TEL. 0755095238
E-MAIL

QUALIFICATION: DIRECTOR

SIGNATURE:

[Handwritten Signature]

NAME:

AND;
CYRIL ANTONY *[Handwritten Signature]*

ADDRESS:

P.O. BOX: _____ TEL: 0659768601
E-MAIL: mapalaceramic@gmail.com

QUALIFICATION: COMPANY DIRECTOR

SEALED at DAR ES SALAAM)
with the COMMON SEAL of the said)
BEZALEL ART GLASS LIMITED)
this 15th day of SEPTEMBER 2023)

BEZALEL ART GLASS LTD.
Plot: 254 A, Mloganzila Rd
P. O. Box 20643
DAR ES SALAAM - TANZANIA
SEAL/STAMP
(TENANT)

BEFORE ME:

NAME:

GODWILL DAVID KYEGEKO

SIGNATURE:

[Handwritten Signature]

ADDRESS:

PO BOX 1066 DAR ES SALAAM

QUALIFICATION:

ADVOCATE



DRAWN BY

PASCAL LIVIN MSHANGA, ADVOCATE
SECURETECH ATTORNEYS
NIC LIFE HOUSE,
BUILDING, 3RD FLOOR, WING C,
SOKOINE DRIVE/ OHIO STREE,
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