

DATED THIS 01st day of APRIL 2023

THE LAND ACT NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

PREMIUM AGRO CHEM LIMITED

AND

NINE FIVE GROUP LIMITED

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ^{01st} day of ^{APRIL} Year 2023

BETWEEN

PREMIUM AGRO CHEM LIMITED a limited liability company incorporated in Tanzania under the companies act (Cap 212 R.E. 2002) having its registered office at Dar es Salaam and of Postal Office Box Number 2937. Dar es Salaam. Tanzania (hereinafter called "**the Lessor**" which expression shall include unless inconsistent with the context the successors and assigns in tittle) of the one part.

AND

NINE FIVE GROUP LIMITED, ILALA, plot no 43 NYAMWEZI/RUFIJI street, Dar-es-Salaam, Tanzania. TIN 134-849-517 (hereinafter called "**the Lessee**" which expression shall include unless inconsistent with the context the successors and assigns in tittle) of the one part.

WHEREAS

The **Lessor** has exclusive rights to the ownership and control of the Land and Godowns of on Plot No. 2002 Block B. Vingunguti, Ilala District. Dar es Salaam and is desirous of leasing the Warehouse No. 10 of 2180 sqmtrs to the **Lessee** who is equally desirous to use the Warehouse No. 10 for the **Storage of Agri Commodities**, the Lessor has agreed to lease the aforementioned premises to the **Lessee**.

Operative Provisions:

Definitions and Interpretation

(a) Definitions and Interpretation

(i) In this Agreement if the Contexts so allows:

'**Agreement**' means this Lease Agreement, rules and regulations, annexures and includes any amendment or other novation agreed and duly signed and executed by the parties in accordance with the terms of this Agreement.

'**Common area**' means whole or a portion of property that is owned by Lessor and is used by Lessor and all Lessees for their common use.

'**Demised Premise**' Godown and open land offered to the Tenant as it and.

'**Encumbrance**' means any mortgage, charge, pledge, lien, assignment, hypothecation, preferential right or trust, arrangement or other encumbrance, security,



agreement or arrangement of any kind or any right conferring a priority of payment affecting the title to the property.

'Management' means the estate manager incharge of the day management of the common property.

'Property' means Part of all the piece of land known as Plot No. 2002 Block B. Vingunguti, Ilala District. Dar es Salaam, together with all the Warehouses, storeway building or any structure where the Demised Premises is part of the Plot.

'Security Deposit' means an amount deposited by the Lessee to the Lessor as security for any damages or defaults, its refundable at the termination of the lease Agreement in accordance with the Tenants covenants and obligations.

- (b) Words of one gender include both other genders, entities and words denoting natural persons include corporation and firms.
- (c) Words denoting an obligation on a party to do any acts, matter or thing include an obligation to procure that it be done, and words placing a party under restriction include an obligation not to permit infringement of the restriction.
- (d) Where the Tenant comprises two or more parties, the obligations of the Tenant are in relation to each such party joint and several.
- (e) Reference to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Duration of the Contract and Rent.

IN CONSIDERATION of the rent and Lessee's covenants hereinafter reserved and contained the Lessor **HEREBY DEMISES** unto Lease Warehouse No. 10 of 2180 Square meters situated on Plot No. 2002 Block B - Vingunguti. Dar es Salaam, (hereinafter referred to as "**the Demised Premises**") which said premises are mere particularly described and delineated in the sketch in Schedule 1 annexed hereto together with the Lessor's fixtures and fittings thereof **TO HOLD THE DEMISED PREMISES** unto the Lessee for a term effect from 01st April 2023 to the 31st Dec 2026 **YIELDING AND PAYING THEREFORE** the monthly rent of **US\$8,720.00 (United States of American Dollars Eight Thousand Seven Hundred Twenty only)** plus VAT, payable Nine months in Advance.



- 1.1 The stamp duty to be paid on rent is to the account of Lessee and copy of the same with proof of payment to be provided to the Lessor
- 1.2 The advance rent once paid by the Lessee to the Lessor for any lease period will firmly be non-refundable under all circumstances
- 1.3 Lessee shall deduct the Withholding Tax at the prevailing rate (Presently 10%) as required under section 82 of income Tax Act and pay to Tanzania Revenue Authority using the online RGS portal of TRA and must produce to the Lessor the Electronic Withholding certificate in the manner prescribed under sec 85 of Income Tax Act with proof of payment. For claiming this withholding tax, Lessor has every right to ensure that Lessee has made the payment of Withholding Tax to the Tanzania Revenue Authority

For avoidance of doubt, the Lessee must provide the Withholding Tax Certificate and proof of payment within thirty days from the end of the month in which deduction is made, failure of which the Lessor shall exercise his powers and recover the amount with any penalties from the Lessee

2. The Lessee HEREBY COVENANTS with the Lessor as follows:

- 2.1 To pay the reserved rent as mentioned at the times and in the manner herein provided as aforesaid
- 2.2 To maintain the Demised premises in clean and hygienic condition. The Lessee shall not store or permit the storage of any fuel or hazardous, volatile and or dangerous chemical, explosives, acids or any other materials which may constitute a danger to the demised premises and or adjacent premises
- 2.3 Not to assign or sublet all or any part of the Demised Premises to any person without the written consent of the Lessor
- 2.4 Not to do or permit to be done on the Demised Premises anything which may be or may become a breach of any of the conditions of the right of occupancy over the Demised Premises or contravention of any law, regulations or rules governing the same. To permit the **Lessor** and his agents surveyors and other authorized persons by the

Lessor at all reasonable times during day times by prior appointment to enter upon the Demised Premises for the purposes of viewing and executing any repairs necessary under the covenant that behalf hereinafter contained. Not to make use of heavy machinery, excavator or any other equipment which can damage the floor of the demised premises

- 2.5 Not to make any alteration or addition to the Demised Premises without first obtaining the written consent of the **Lessor**
- 2.6 To peaceably surrender and yield to the **Lessor** the Demised Premises at the end of or soon after the determination of the term hereby granted, complete in good tenantable repair and condition (reasonable wear and tear and earthquake and lightening accepted)
- 2.7 The use of premises shall not cause nuisance or any form of annoyance to the neighboring premises. Not to use the said Demised premises in a way this would create nuisance or annoyance to the neighbors
- 2.8 Not to assign encumbrance or Bonding with customs or any authorities or appoint collateral authorities for Goods stored in all or any part of the Demised Premises without the written consent of the Lessor
- 2.9 Not to hold any auction sale in the said property unless written permission from the Lessor
- 2.10 The Lessee shall make sure that all his Vehicles, delivery vans, Trucks and Trailers to be parked only at designated area for waiting, for loading and offloading purpose. The parking of any vehicles inside Lessors property will be at Lessees risks
- 2.11 The Lessee will pay, if utilized all rates and bear the service charges including but not limited to cost of electricity, weigh bridge usage, sewerage, garbage, water charges as well as cleaning of washroom block
- 2.12 The Lessee shall not invite or allow any media to the demised premises without prior written approval from Lessor
- 2.13 The Lessee to ensure that they are in compliant to all regulatory requirements and safety measures provided by the law of Tanzania including but not limited to the Fire and Rescue Services Act No. 12 of 2007
- 2.14 Due to nature of Rented premises the Lessee will take due



care of the security of Goods stored in Warehouse and its any belongings lying in Plot/yard to avoid theft/burglary/breaking/tempering. To secure, the Lessee will/may engage a Security company

3. AND the Lessor HEREBY COVENANTS with the Lessee as follows:

- 3.1 The Lessee paying the rent 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 term hereby created without intervention or interference by the Lessor or any person or persons rightfully claiming under or in trust for him
- 3.2 To ensure and keep insured the structure of demised premises and Lessor's fixtures therein against loss or damage by fire and such other risks. However the Lessor shall not be liable to insure any of the Lessee's properties inside the Lessee's premises

4. Default payment:

- 4.1 In the event that the Lessee fails, omits or ignores to pay the stipulated rent in this agreement for whatever reasons on the due date as indicated on the Proforma Invoices, the Lessee shall be liable to pay a penalty of one percent (1%) per month as Interest of the due amount
- 4.2 Upon default of the payment by Lessee after due date, the Lessor shall lock the said warehouse
- 4.3 Grace period of Seven (7) days will be given to pay the outstanding rental with interest due
- 4.4 The demand notice shall be issued after this grace period, the Lessee shall not have right of entry to its warehouse
- 4.5 Any Lawyer's fees for the demand Notice and any other expenses incurred for serving this demand notice and in Locking the warehouse, court cases, Transport/Travelling charges, etc and finally getting the physical possession of the warehouse shall be borne by the Lessee
- 4.6 Upon default by the Lessee to make the payment within the prescribed limit as described in this agreement, after



the same has become due or shall fail to observe any of the terms and conditions of this agreement, the Lessor shall without prejudice to his claim for damages for breach of agreement forthwith the Lessor shall terminate this Agreement without notice and retake physical possession of the said property and the Lessee shall not object to the retaking of possession of the property by the Lessor or his agents by written notice from the Lessor

4.7 Upon entering the premises by the Lessor to repossess the Leased premises, the Lessor shall confiscate goods and assets available at the Leased premises and proceed for auction the same to recover the outstanding rental. The costs of such auction shall be for the Lessee

5. It is hereby agreed by and between the parties as follows:

- 5.1 That in the event of the Demised Premises or any part thereof at any time during the term hereby created being damaged by fire or other events not due to any fault on the part of the Lessee so as to be wholly or partly unfit for use and habitation, the **Lessee** shall forthwith give notice of such damage to the Lessor and require him to rectify the same within 15 (fifteen) days or receipt of the notice. If the damage is not rectified within a period of 30 (thirty) days from the date of the said notice the **Lessee** shall be at liberty to cancel this agreement in its entirety and the **Lessor** shall refund to the **Lessee** any rent received in advance for the unexpired period of the lease
- 5.2 Goods stored in the demised premises must be in form and content be ordinary good or merchandise supported by legal documents
- 5.3 Natural wear and tear to the demised premises shall be made good by the **Lessor** while that occasioned by the negligent use of the demised premises or vehicles by the **Lessee** shall be the responsibility of the **Lessee** who must effect and incur for all the necessary repairs and/or renovations immediately it happens and must be communicated to the **Lessor** for inspection
- 5.4 The **Lessor** shall not be liable for any loss, damage or injury to the **Lessee**, the servant, the employee, the wayer or licensees of the **Lessee** by:-



- (a) Any burglary, theft or breaking
- (b) Any fire howsoever occurring
- (c) Any lack or shortage of electricity
- (d) Any act of God or force majeure

- 5.5 The **Lessor** is not liable for any damage to **Lessee**, the property of the **Lessee** and the personnel under the control of the **Lessee** for the duration of this lease
- 5.6 Damages or land scape, buildings and the like resulting from the misuse of the demised premises by the **Lessee** or its agents shall be made good or paid by the **Lessee** immediately it happens and must be communicated to the **Lessor** for inspection
- 5.7 Being hazardous goods the **Lessee** will be liable to pay for any loss, damages to interior, exterior of the demised premises or resulting in subsequent damage to other premises. The **Lessee** will also be liable for any injury or loss to civil life due to hazardous goods
- 5.8 Before vacating the premises at the expiry of the lease terms, the **Lessee** shall be obliged to clean and clear the demised premises and render it into tenable form
- 5.9 The **Lessee** shall be wholly responsible for the safety and security of its operations and must operate its business within the agreed time
- 5.10 Security of the goods or assets of the Lessee in the demised premises and around shall be responsibility of the **Lessee**. The **Lessee** will be solely liable for any damages, theft or loss of stock in his custody
- 5.11 The structure of the demised premises shall remain intact and shall not allowed to construct any permanent structure Any additions and/or alterations desired must have prior approval in writing from the **Lessor**
- 5.12 The **Lessee** will follow the Laws of Tanzania and use the premises strictly for legal activities/operations and storage of legal tendered material/goods or else Lessee will have to bear the consequences as per the Laws of Tanzania
- 5.13 In the event that the Government of Tanzania or any sub-



division or agency thereof imposes any new or additional taxes, levies or imposts relating to tenancies, such levies shall be payable by the Lessee to extent that the levies do not relate to ownership of land which such levies shall be paid by the Lessor

6. Renewal of the lease

The Lessee shall have the option to renew the lease agreement upon issuance of a written notice of thirty (30) days prior to expiry of this lease agreement to the Lessor. In the event the notice is not sent, the Agreement shall renew automatically. The Lessor shall have the discretion to agree to the renewal subject to the changes in market rental values.

7. Termination of the lease

This lease shall come to termination upon the occurrence of the following:

- Continued breach of the terms of this Agreement by either party.
- Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement.

8. Notices on termination of the lease

(i) The Lessor shall when desirous of terminating the lease for any other reason other than default of the terms of this Lease shall give three months Notice of Termination of the Lease in writing to the Lessee.

(ii) Any notice under this Lease agreement shall be in writing and any notice to the Lessee or Lessor shall be sufficiently served if addressed to or sent to him by the addresses appearing herein.

9. Force majeure

No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities. Mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected. PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is



given within the shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the parties hereto to be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

10. Arbitration.

If any dispute or difference whatsoever shall arise between the parties hereto, unless the parties concur in the appointment of a single arbitrator, the matter in dispute or difference shall be referred to two arbitrators, one to be appointed by each party. or to an umpire to be appointed by the arbitrators pursuant to and in conformity with the provisions of the Arbitration Laws of the laws of Tanzania (Cap 216).

11. Applicable law

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

12. Severability

If any provision of this agreement is held to be invalid or unenforceable, such holding shall not affect the remainder of this agreement, which shall be enforced to the fullest extent practicable.

13. DOMICILIA AND NOTICE

The parties choose as their domicilia citandi et executandi ("**domicilia**") their respective addresses set out in this clause for all purposes of giving of any notice the serving of any process, the payment of any monies and for any other purpose arising from this agreement, as follows:-

As regards the **Lessor:**

PREMIUM AGRO CHEM LIMITED

.....

As regards the Lessee:

NINE FIVE GROUP LIMITED

.....
IN WITNESS WHEREOF the parties have caused our Seal to be hereunto affixed on the day and year hereinafter appearing.

SEALED with the Common seal of the said PREMIUM AGRO CHEM LIMITED and DELIVERED

.....
In the presence us this day of 2023

SEAL OF THE LESSOR

1. FULL NAME.....

SIGNATURE.....

POSTAL ADDRESS.....

DESIGNATION: DIRECTOR

2. FULL NAME

SIGNATURE.....

POSTAL ADDRESS

DESIGNATION.....DIRECTOR / COMPANY SECRETORY / Manager

SEALED with the Common Seal of the said NINE FIVE GROUP LIMITED and DELIVERED

.....
In the presence of us thisday of2023

SEAL OF THE LESSEE

1. FULL NAME.....NICHOLAS MICHAEL

SIGNATURE


POSTAL ADDRESS.....12037 DSM

DESIGNATIONDIRECTOR MANAGER

Mobile No.:.....0752571606

Email Id:.....koro@icloud.com



2. FULL NAME KULABHA GEORGE MGOZELA

SIGNATURE *[Handwritten Signature]*

POSTAL ADDRESS 32419 DSM.

DESIGNATION DIRECTOR / COMPANY SECRETARY / Manager

Mobile No.: 0686 00865 0

Email Id: adonix003@gmail.com

BEFORE ME

[Handwritten Signature]

.....

COMMISSIONER FOR OATHS



[Handwritten Signatures]