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**LEASE AGREEMENT**

**BETWEEN**

**SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED**

**AND**

**GREAT WALL TOBACCO COMPANY (T) LIMITED**

**MADE ON 15<sup>th</sup> day of JULY, 2024**

**PREPARED BY  
JACKLINE JACOB KAYOMBO (Advocate)  
LAITON ADVOCATES**

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**KILWA ROAD, MKURANGA, OPP TRA**

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## LEASE AGREEMENT

This lease agreement is made on 15<sup>th</sup> July, 2024

BETWEEN

**SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED** of P.O.BOX 14836 Dar es Salaam. (Hereinafter referred as "**the lessor**" the term which shall include itself and the successors of title) on the first part

AND

**GREAT WALL TOBACCO COMPANY (T) LIMITED** of P.O.BOX 5087 Dar es Salaam (Hereinafter referred as "**the lessee**") on the second part.

### WHEREAS

- a) The lessor is the registered holder of all that properties and premises on Plot No. 1 & 2 Block E located at Mwanambaya Mkuranga District
- b) The lessee wishes to lease the premises from the lessor and
- c) The lessor agrees to lease such premises to the lessee on the terms and conditions as here underlined.

### THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The lessor herein leases to the lessee the premises with total square meters 2700 for the period of three years (3) commencing on **15<sup>th</sup> July, 2024** to **14<sup>th</sup> July, 2027**.
2. In consideration of monthly rent of Tanzanian Five Million and Four hundred thousand Shillings only (**Tsh. 5,400,000/=**) payable in twelve months (12), in Advance payment amounting to Tanzanian Sixty Four Million and eight Hundred thousand shillings (**Tsh. 64,800,000/= VAT 18% INCLUSIVE**). The lease period to commence from **15<sup>th</sup> July, 2024** to **14<sup>th</sup> July, 2027** and if the tenant will wish to renew the tenancy after the lapse period of three(3) years the rent chargeable will be reviewed and agreed by both parties subject to statutory deductions
3. **Use of premises & Access Rights.**
  - 3.1 The premises are leased to be used as workshop for furniture (woodworks and steel works) and other business incidental
  - 3.2 The lessee shall not do/ no allowed to do anything in respect of the premises or make use or allow any use to be made thereof in anyway contrary to local laws or any other statutory regulations

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and bylaws in force from time to time or which may expose the premises to possibility of damage from any cause or which may increase insurance premiums.

- 3.3 The lessee shall be authorized to place signage or logo in the premises which may be displayed in such manner and in such form and character as shall be conducive to the business of the lessee. The lessor shall be responsible for the associated fees/;evy as appropriate and shall have right to bring into premise office equipments and machinery.
- 3.4 Such rights of acces do not include, the lessee acces to enter parts of premises excluded by lessor without the written permission of the lessor.
- 3.5 The lessee shall bear the costs of security of the leased premises
- 3.6 Except as otherwise provided in this lease, the lessor shall not interfere with the lessee's rights of enjoyment over the premises, shall be cautious of the security requirements of the lessee with respect to leased premises/

**4. Lessor's Responsibility for Maintenance**

- 4.1 The lessor shall be responsible for the basic structural maintenance of the buildings of the premises and maintenance of exterior of the buildings ie. Roofs save where the maintenance is necessitated by negligence of lessee, his employs, agents, contractors or any of person using the premises with consent of lessee. The lessor shall not be liable for any consequential damages to the lessee by reason of his failure to carryout maintenance for which he is responsible in accordance to this clause unless the necessity of such repair / maintenance has been drawn to the notice of lessor in writing and lessor have failed to put in hand the necessary works within the period of fourteen days (14) or he has failed to regularly proceed with works.
- 4.2 The lessor shall install water reservoirs tanks and shall make sure that there is enough water to be used at the premises including the maintenance of the common areas.

**5. Lessee's Responsibility for Maintenance.**

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- 5.1 The lessee shall be responsible during the lease for all further maintenance whatsoever of the premises that may be needed to keep them in good order and condition
- 5.2 The lessee shall but without prejudice to the generality of foregoing be responsible for the maintenance and upkeep of all interior surfaces, fittings, fixtures, locks, keys, plate glass windows and other apparatus and appliances including floor will be done at his own expenses.
- 5.3 The lessee shall be responsible for keeping the premises in clean condition and maintaining all gates, fences and the like. The lessee shall not permit anything that may become nuisance to the lessor or to any of the occupiers of the adjoining properties.

#### **6. Improvements**

- 6.1 The lessee shall not have the right to erect buildings or other structures on premises for his use in his business unless it is expressly agreed by lessor in writing.
- 6.2 The lessee shall not make any alteration or addition to the electrical wiring and installations of the premises except in accordance to terms and conditions of electrical engineers and regulations of relevant electrical supply authority and with prior written approval of the lessor. The lessee shall not make any excavation or wells upon the premises or interfere with any drainage, sewers etc which are under or over the premises.

#### **7. Yielding Up**

At the expiry or determination of this lease the lessee shall yield up to premises in good and substantial repair and in compliance of lessee obligations under this lease and subject to requirements of lessor.

#### **8. Insurance**

- 8.1 The lessor shall at all-time keep the premises insured for the lessor's benefit in full reinstatement value against the insurance risks and loses rent. The lessee shall not do or allow acts or thing whereby insurance rates in respect of premises shall be increases or the rights of lessor shall be in any way be prejudiced. If the premises are damaged or destroyed by any of insured risks the lessor with conveniently and practicable speed repair or reinstate premises.

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Provided that:

- 8.1.1 All necessary licenses, certificates approvals, permissions and consents have been obtained so as to permit the works to be carried out.
- 8.1.2 The lessor's obligations herein shall cease if the insurance shall be rendered void or voidable or the policy monies are withheld by reason of any act or default of the lessee or any of its employees, contractors, licensee or invitees.
- 8.1.3 In effecting any insurance under this part the lessor shall not be obliged to (but nevertheless may) take into account any alterations or improvements to the premises carried out otherwise other than by lessor consent.
- 8.2 The lessee shall take fire precautions and safeguard the premises to comply with the requirements and recommendations of the insurers, the fire brigade and local authorities. The lessee shall not store or bring in the premises any article, substance or liquid which are combustible, inflammable or explosive in nature.
- 8.3 The lessee shall immediately advise the lessor of any fact or event which might affect any insurance policy relating to the premise.
- 8.4 The lessee shall be solely responsible for any insurance it may require in respect of its property kept on the premises including inventory, machinery, fixtures and fittings.
- 8.5 The lessee shall be solely responsible for the activities and welfare of its employs, representatives, contractors, licensees or invitees while they are on the premises or any land adjoined thereto and held by lessor. Accordingly the lessee waives all claims, suits for damages, costs and expenses whatsoever in respect of any harm incurred by any of his employees, representatives, invitees or licensee while they are on the premises or any land adjoined thereto and held by lessor.

**9. Service Charges.**

- 9.1 All rates and other statutory charges and taxes levied from time to time by statutory authority in respect of the premises shall be borne by the lessor.

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9.2 All charges for water supplied to the plot upon which the premises are situated shall be paid by the lessee. Water supply shall remain registered in lessor's name. Should the lessee fail promptly to pay any charges due by it such as electricity and water supplies then the lessor shall be entitled to effect payment thereof on the lessee's behalf and recover the amount so paid from lessee on demand, failing the lessor may claim such amount as rent in arrears.

**10. Access.**

The lessor shall have the right after providing written notice to lessee at a reasonable time during business hours of entry and access by itself or its servants or agents to the premises for the purpose of such inspection as may be reasonably necessary from time to time whether any breach is being or has been committed by the lessee or to discharge its obligations in this lease.

This is without prejudice to the obligation of the lessee to advise the lessor of any breach or potential breach by lessees of lease or any damage to the premises.

**11. No Assignment or Sub-letting**

The lessee shall not during this lease assign its rights or obligations under this agreement in respect of the premises or any part thereof without the prior written approval of the lessor whose consent shall not be unduly withheld. However the lessor shall allow third party to occupy the premises if proven that business or property belonging to the lessee has been sold to the third party and the lease remained shall be utilized by the same until further arrangement or agreement.

**12. Relaxation**

Any relaxation or indulgence which the lessor may show towards the lessee shall not in any way prejudice the lessor's rights under this agreement and more particularly the acceptance of rent after due date or the acceptance of lessee sum on account of rent due, shall not be construed as a waiver by the lessor of its rights under this lease.

**13. Termination.**

13.1 In event the rent in arrears for thirty days, whether the same shall have been legally demanded or not or,  
In event of the lessee committing any of the breach of this agreement and failing to remedy such breach thirty days after

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receipt of lessor of written notice requiring the lessee so to remedy such breach

- 13.2 Either party shall have right to terminate the lease after serving three months written notice on the other party. Any such sum advanced to the lessor but not used due to such termination shall be refunded without deductions whatsoever.
- 13.3 This lease may be renewed upon consultation and acceptance by the lessor after the term hereby demised. In case of lease renewal, the parties herein shall agree on the terms and conditions of the extended lease.

**14. Resolution of Disputes.**

- 14.1 In event of any dispute or difference arising out of this agreement, the parties hereto shall consult and negotiate with each other, in good faith and understanding of their mutual interest to reach a just and equitable solution. If they do not reach such solution within a period of thirty days after any party requested consultations, then parties may resort to try and determine the dispute.
- 14.2 The Lessee shall not do anything which would or might lead to any contamination of the premises or pollution of the environment nor discharge or allow to enter into any drainage.

**15. Notices**

- 15.1 Any notice to be given under this agreement shall be either delivered personally or sent by pre-paid registered post. The address for service of each party is its registered local office or any other address for service previously notified to the other party. A Notice is deemed to have been served as follows;
- 15.1.1 If personally delivered at the time of delivery
- 15.1.2 If posted at the expiration of seven days after the envelope containing it is delivered to custody of postal authorities. In proving service it is sufficient to prove the personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody office of the postal authority as prepaid first class recorded delivery or airmail
- 15.1.3 Notwithstanding the above, the notice is actually received by the part to whom the notice is addressed will be deemed to

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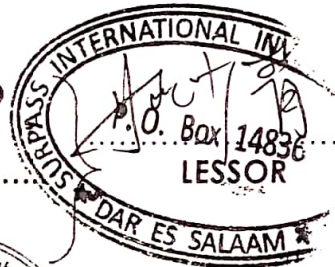


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have been properly given and received, notwithstanding that the notice has not been given accordance with the provision of the clause.

IN WITNESS WHEREOF the parties hereto have dully executed these present and signified their acceptance of these by signing their respective names on the day, month and year hereinafter appearing.

SIGNED and DELIVERED at Mkurunga by SHAOQING YAO On behalf of SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED, who is identified to me by ..... and the Latter being known to me personally in my presence this 15<sup>th</sup> Day of July, 2024



IN WITNESS:

Name: JACKOLINE JACOB KAYOMBO
Signature: [Handwritten Signature]
Address: 220, PWANI
Title: ADVOCATE



SIGNED and DELIVERED at Mkurunga by ZHENG ZIFENG On behalf of GREAT WALL TOBACCO COMPANY (T) LIMITED who is identified to me by ..... and the Latter being known to me personally in my presence this 15<sup>th</sup> Day of July, 2024

[Handwritten Signature]
LESSEE

IN WITNESS:

Name: JACKOLINE JACOB KAYOMBO
Signature: [Handwritten Signature]
Address: 220, PWANI
Title: ADVOCATE

