

**THE LAND ACT  
(NO 4,1999)**

**LEASE AGREEMENT**

**BETWEEN**

**BETSON DIAZ KIWANGA**

**(LESSOR)**

**AND**

**FIRST VISION (T) LTD  
(LESSEE)**

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**IN RESPECT OF LEASING PART OF YARD LOCATED AT PLOT NO: 048,  
MANDELA STREET, TABATA DAMPO AREA, MANDERA WARD, ILALA  
DISTRICT, DAR ES SALAAM - TANZANIA**  
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**THE LAND ACT ,1999  
AND  
THE LAND REGISTRATION ACT (CAP 334)  
LEASE AGREEMENT**

**THIS LEASE is made this 3<sup>rd</sup> day of January 2024.**

**BETWEEN**

**BETSON DIAZ KIWANGA** of post office Box 20051 **DAR ES SALAAM** (hereinafter called the “**Lessor**” which expression shall where the context so admits include his assigns and successors in title) of the other part.

**AND**

**FIRST VISION (T) LTD** of Post Office Box 77592 **DAR ES SALAAM** expression shall unless it be repugnant to the context or meaning thereof be deemed to include his successors, executors, assigns and other persons who derive title from her) of the other part.

**IT IS THEREFORE AGREED as Follows:**

**1. DEFINITIONS**

“**This Agreement**” means the Agreement set out herein together with all annexure thereto;

“**Effective Date**” being the set forth in this Agreement which is the commencement date of this Agreement and occupation of the leased premises by the Lessee.

“**Warehouse Premises**” means Yard located at Tazara-Mandela road- Temeke Municipality of **DAR ES SALAAM**.

“**Tax Authority**” means the Tanzania Revenue Authority, Local Government Authority, or the Land office.

**2. AGREEMENT TO LEASE**

**WHEREAS** the LESSOR is well and sufficiently entitled to Yard premises located at Plot no: 048, Mandela Street, Tabata Dampo Area, Mandera Ward, Ilala District, Dar es Salaam Region, idle for business, hereinafter called as the ‘demised premise of or Yard premises to the lessee for terms and covenants herein prescribed.

**AND WHEREAS** the LESSEE is a Corporate Company and intends to be demised the LESSOR's Yard premises located at Plot no: 048, Mandela Street, Tabata Dampo Area, Mandra Ward, Ilala District, Dar es Salaam Region upon the terms and conditions hereinafter contained.

**3. CONSIDERATION**

**AND WHEREAS** to signify the intentions and commitment to the negotiations held, the parties have agreed to execute a lease and for the LESSEE to pay **Three months- (3) calendar months' rent equivalent to 500,000 /= Tanzania shillings per month.**

**Rent payable** per year shall be Tanzanian shillings **6,000,000/=** (Say Six million only)

**But shall be paid into Three month's basis which is equivalent to Tanzania Shilling one million Five hundred only (TZS 1,500,000/=)**

**4. DURATION**

This lease Agreement shall take effect on the effective date and shall endure for an initial period of Thirty-Six (36) months renewable after every Twelve-month (12) subject to mutual agreement between the parties.

**5. LESSEE'S COVENANTS**

5.1 The period of tenancy herein referred to as the "Contractual Period" shall be for **Thirty-six months** starting from **3<sup>rd</sup> January 2024** to **2<sup>nd</sup> February 2027** with an option for renewal following Two months' notice prior to the expire date;

5.2 The Lessee **HEREBY COVENANTS** with the Lessor to the intent as follows: -

5.3 To use the demised premises for Commercial/warehouse business purposes only and not carry on any form of business or for any other unauthorized purposes without the consent in writing of the Landlords or their authorized agents

5.4 To pay for electricity and water bill consumed.

5.5 To be responsible for and to indemnify the Lessor against some minor damages occasioned to the premises **BUT** the lessee shall not be held liable for any damage caused by Force Majeure.

5.6 Not to create or permit any wilful noise or disturbances in the said demised premises or use or permit to be used in a way which would create nuisance, annoyance, disturbance, injury or damage to the Lessor, the public, neighbours or adjoining lessees

5.7 The lessee shall not let out, sublease, subcontract, enter into partnership, or borrow for the betterment of the demised premises **WITHOUT** written consent of the LESSOR prior obtained, that upon any breach by the Tenant of this covenant and agreement it shall be lawful for the Landlords to re-

enter upon the said premises without notice and thereupon the said terms shall be determined absolutely.

5.8 NOT to make any alterations or additions to the demised premises or to drive any nails, screws or other fasteners into the walls floors, doors or ceilings without the consent in writing of the Landlords or their authorized agents

**6. The Lessor HEREBY COVENANTS with the Lessee as follows: -**

- a. To allow the LESSEE to use the leased demised premises for Industrial purpose only-specially production of Soap and related products;
- b. To carry out major repairs which are her responsibility;
- c. To refund the whole amount rent paid upon Breach of the lease by Lessor.
- d. The lessee shall be entitled to 80% refund of the whole total of rent paid from Lessor upon intention to end the Tenancy Agreement.

PROVIDED that the LESSOR shall not be liable to the LESSEE for any defect or want of repair herein before mentioned nor in respect of any obligations hereunder that is to be construed as falling within the ambit of any of the LESSEE'S covenants hereinbefore contained unless the LESSOR has had notice thereof.

- e. That the LESSEE paying the rents hereby reserved and observed and performing the several covenants and stipulations herein on the part of the LESSEE contained, shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the LESSOR or any person rightfully claiming under or in trust for the LESSOR.

**7. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED**

7.1 This agreement is subject to renegotiation when determined at a mutual understanding of the parties. In case any of the parties wants to withdraw from the lease before the term herein agreed, she may do so by giving to the other party Two Months (2) notice of his intention to do so. The Lease shall determine after the parties have reached an agreement as to the rights and obligations at that point in time.

7.2 This lease will be renewed for another term by the lessee giving Two Month (2) notice of his intention to do so subject to renegotiation of the rent. In any event rent increase shall not be more than 5% of the existing rent.

7.3 The Lessor shall not be responsible to the Lessee or the Lessee's licensee, servants, agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building;

**8. Dispute resolution**

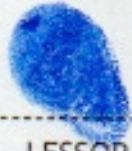
8.4 Any arbitration in terms of this clause shall, unless the parties agree otherwise in writing, be administered by the Tanzania Institute of Arbitrators.

9. COMPLIANCE WITH GOVERNING LAWS

This Contract shall be governed and Interpreted by the laws of the UNITED REPUBLIC OF TANZANIA.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner hereinafter appearing.

SIGNED and DELIVERED by the said Beston Diaz Kiwanga who is known to me/Identified By..... "The Lessor" this 03<sup>rd</sup> day of January, 2024



LESSOR

Name: Beston Diaz Kiwanga

Address: Box 22213 Dm

Signature: [Signature]

Designation: PT. Owner

SEALED with the COMMON SEAL of By FIRST VISION (T) LTD "The Lessee" this 03<sup>rd</sup> day of January, 2024



Name: Michael Joseph

Address: Box 77592

Signature: [Signature]

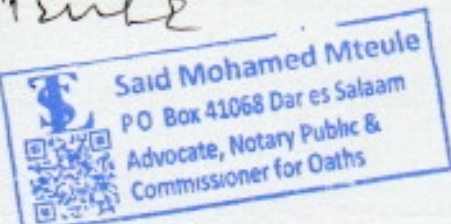
Designation: Chief Operation Officer

BEFORE ME:

Name: Said M. Mteule

Address: 41068 Dm

Signature: [Signature]



Qualification: COMMISSIONER FOR OATHS.