

THE LAND ACT NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

MATI SUPER BRANDS LIMITED

(LESSOR)

P. O. BOX 209

BABATI -MANYARA

AND

MATI GROUP OF COMPANIES LIMITED

(LESSES)

P. O. BOX 2114

MBEYA

CONCERNING RENTING OF A INDUSTRIAL PREMISES LOCATED AT PLOTS  
NO 680 and 681 BLOCK "E", IWAMBI AREA, MBEYA CITY

Drawn by:

Charles Adiel Abraham (Esq)

National Attorneys

House no 1, Corridor Area

Plot no 8/9 Block 11, Lumumba Street

Arusha

0767520417 or 0787520417

## LEASE AGREEMENT

This Lease Agreement is made on this 01 day of February 2024.

### BETWEEN

**MATI SUPER BRANDS LIMITED** of po box 209 Babati Manyara (hereinafter called "LESSOR which expression shall where the context so admits, include her successors and assigns) on the one part;

### AND

**MATI GROUP OF COMPANIES LTD** of P. O. Box 2114 Mbeya (hereinafter called "LESSEE) which shall, where the contest so admits, include their successors and assigns) on the other part.

**WHERE AS:** The LESSOR hereby declares, affirms, confirms and warrants that she is the lawful industrial premises located at plots no 680 and 681, Block E situated at Iwambi Area within Mbeya City

**AND WHEREAS:** The LESSOR agrees to let and the LESSEE agrees to rent the whole premise above mentioned (hereinafter referred to as the premise).

### DURATION OF THE CONTRACT:

That, the duration of this contract shall be for the term of Five years, commencing from 1<sup>st</sup> February 2024 to 31<sup>st</sup> January 2029 with an option to renew for any other period as may be agreed by the parties in this contract

### THE LESSOR HEREBY AGREES WITH THE LESSEE,

- a) That, for the Initial period of this contract From 1<sup>st</sup> February 2024 the LESSEE shall pay the amount of rent of **TWO MILLIONS (TSH 2,000,000/=)** as monthly rent
- b) That the leased property is exclusive use for industrial purpose and the LESSOR shall use the premises for industrial use
- c) That the LESSOR shall pay for land Rent, Property tax and compliances taxes
- d) That the LESSEE shall paying the said rent, observing and performing this agreement shall quietly enjoy the occupation of the premises without any interruption by the LESSOR or any person rightfully claiming from or under it.

**PROVIDED ALWAYS THAT:** if at any time during the said tenancy the said premises or any part thereof shall be injured or destroyed by accidental fire or form as to render the same

unfit for occupation, the LESSOR shall allow the LESSEE an abatement closure of the said rent proportionate to extent and duration of such injured or destruction until the said premises shall be rendered again fit for use, save for the act of God.

**THE LESSEE AGREES WITH THE LESSOR AS FOLLOWS;**

- a) That by signing this agreement the LESSEE/TENANTS agrees to pay and the LESSOR/LANGLADY confirms to have received the sum of TANZANIA SHILLINGS TWO MILLIONS (TSH 2,000,000/=) to cover for the pre-tenancy period of ONE months
- b) The LESSEE shall pay the said rent for the premises at the times and in the Six Monthly Basis.
- c) In event of payment delay the LESSEE can communicate with LESSOR in advance.
- d) That, the LESSOR and LESEEE agree that any intention to renew and or terminate this agreement will be made by notice of six month to each party.
- e) That, the LESSEE shall keep the premise in good and tenable repairs and condition.
- f) That, the LESSEE shall not assign the premises to anyone else without prior consent of the Landlady in writing.
- g) That the Lessee shall not do or allow to be done any act or thing thereon which shall be an annoying or nuisance to the tenants of any nearby premises or which shall constitute an infringement of their rights.
- h) That, the LESSEE shall vacate the demised premises and leave the said premises at the expiration of the said tenancy in good and tenable condition and hand over the keys of the premises to the LESSOR.
- i) That the LESSOR shall ensure she comply with all laws and regulation in the industries she shall operate
- j) That, the LESSEE shall pay all charges for water, electricity and other utilities which may be consumed on the premises during the tenancy period.

**IT IS HEREBY AGREED BY BOTH PARTIES,**

- a) That this tenancy is renewable on agreement by both parties on same or new terms, and each party reserves the right of giving six Months notice to the other in writing just before and or when wish to terminate this contract.
- b) That, upon notification to the LESSOR in writing, any major alteration, that is intended to be carried out by the LESSEE shall be subject to the approval of the LESSOR in writing and further agreement between parties.
- c) That, parties have agreed that upon coming to an end of tenancy agreement they shall together carry out inspection and evaluation under the condition that the LESSEE must

return the premise in good and tenable condition. And LESSEE can carry out their personal items which they put in the house

- d) That the mode of payment will be by way of cash, or bank transfer and the rent will be paid to LESSOR in her bank account
- e) That in the event of any dispute arising from this Agreement, the parties hereto shall try to resolve the dispute amicably, failure of which each party shall appoint an Arbitrator who will jointly appoint an umpire, the decision of arbitrators on such dispute shall be final and conclusive.
- f) That this Lease agreement terminates all other previous agreements over the said leased property

SEALED with the Common seal of by  
**MATI SUPER BRANDS LTD**  
 on this .....1<sup>st</sup>..... day of .....February.....2024. } .....  
 LESSOR

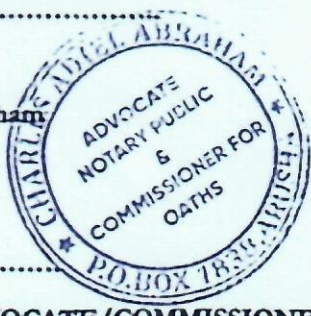
**LESSOR Authorized Officer**  
**Name: DAVID DAMIAN MULOKOZI**  
**Designation: Managing Director**  
**Adress: po box 209 BABATI /0753619977**

Signature: .....

**BEFORE ME:-**  
**Name: Charles Adiel Abraham**  
**Address: 1838 Arusha**

**Date: 1/02/2024**

Signature: .....



**QUALIFICATIONS: ADVOCATE/COMMISSIONER FOR OATHS**

SEALED with the Common seal of by  
**MATI GROUPS OF COMPANIES LTD**  
 on this .....1<sup>st</sup>..... day of .....February.....2024. } .....  
 LESSEE

**LESSEE Authorized Officer**  
**Name: DOREEN RAFAEL MUSHI**

**Designation: Director**

**Address: po box 2114 MBEYA/0678637949**

**Signature: .....**

**BEFORE ME:-**

**Name: Charles Adiel Abraham**

**Address: 1838 Arusha**

**Date: 1/02/2024**

**Signature:.....**

**QUALIFICATIONS: ADVOCATE/COMMISSIONER FOR OATHS**

