

LEASE AGREEMENT
MKATABA WA KUPANGISHA NYUMBA

BETWEEN
KATI YA

AMAR KAUR SOHAL

AND
NA

DELAWARE AGRICULTURE (T) LIMITED

DRAWN BY
THE PARTIES

This **LEASE AGREEMENT** is made of this 1st June 2024.
Mkataba huu wa KUPANGISHA NYUMBA umesainiwa leo tarehe 01 Juni 2024

BETWEEN
KATI YA

AMAR KAURSOHAL, a natural adult person, whose address is Postal Office Box Number **1069, Iringa - Tanzania** with Tin Number **107-701-796** (hereinafter referred to as “**the Lessor**” which expression shall where the context so admits, includes its successors and assign in title) on one part

AMAR KAUR SOHAL, mtu mzima, mwenye anwani yake ni sanduku la posta 1069, Iringa Tanzania mwenye usajili wan Tin namba 107-701-796(ambaye kuanzia sasa atatajwa kama “Mwenye Nyumba” ambayo itajumuisha warithi na wasimamizi wa hati) kwa upande mmoja;

AND
NA

DELAWARE AGRICULTURE (T) LIMITED, a company registered under the laws of the United Republic of Tanzania with Certificate of Incorporation number **17127695**, whose address is Postal Office Box number **5746, Dar es Salaam-Tanzania** (hereinafter referred to as “**the Lessee**” which the expression shall where the context so admits, include its successors and assign in title) on the other part.

DELAWARE AGRICULTURE (T) LIMITED, kampuni iliyosajiliwa kwa mujibu wa sheria za Jamhuri ya Muungano wa Tanzania na yenye Hati ya Usajili namba 17127695, ambayo anwani yake ni Sanduku la Posta 5746, Dar es salaam – Tanzania (ambayo kuanzia sasa itatajwa kama “Mpangaji” ambayo itajumuisha warithi na wasimamizi wake) kwa upande mwingine.

PREAMBLES/UTANGULIZI:

WHEREAS the Lessor owns the Property situated at Ipogolo ward, Iringa Municipal Council, Iringa -Tanzania (hereinafter referred to as “**the Property**”).

KWAMBA Mwenye Nyumba anamiliki Nyumba iliyopo kata ya Ipogolo, halmashauri ya Manispaa ya Iringa, Iringa – Tanzania (ambayo kuanzia sasa itatajwa kama nyumba).

WHEREAS the Lessor is desirous of entering this Lease Agreement with the Lessee on the terms and conditions hereinafter appearing.

KWAMBA Mwenye Nyumba yupo tayari kuingia katika Mkataba huu wa Kupangisha Jengo na Mpangaji kwa vigezo na masharti vilivyoorodheshwa hapo chini.

WHEREAS the Lessee has agreed and hereby undertakes to rent the said Property for the said period and upon conditions and in the manner hereinafter stipulated.

KWAMBA Mpangaji amekubali na yupo tayari kupangisha Jengo kwa muda atakaotajwa na vigezo na masharti ya Mkataba huu.

NOW THIS AGREEMENT witness as follows:
MKATABA huu unashuhudia kama ifuatavyo:

1.0 DEFINITIONS/UFAPANUZI

- “Agreement/Mkataba”** Means this Lease Agreement between the Lessor and the Lessee;
Inamaanisha Mkataba huu wa Kupangisha Jengo kati ya Mwenye Jengo na Mpangaji
- “Consideration”** Means **Tanzanian Shillings One Million Six Hundred Fifty Thousand only (TZS 1,650,000/=)** per month as the Property rent, subject to 10% increment annually,
- “Malipo”** *Inamaanisha Shilingi za Kitanzania Millioni moja laki sita elfu hamsini tu (TZS 1,650,000/=) tu kwa mwezi kama kodi ya Nyumba ya mwezi mmoja, kuwa na ongezeko ya asilimia 10 kila mwaka.*
- “Parties”** Means the signatories to this Agreement and their validly constituted representatives
- “Pande Husika”** *Inamaanisha waweka saina katika Mkataba huu na wawakilishi wao waliochaguliwa*
- “Property”** Means a warehouse situated at Ipogolo ward, within Iringa Municipal Council.
- “Nyumba”** *Inamaanisha jengo liliyopo kata ya Ipogolo, Halmashauri ya Manispaa ya Iringa.*
- “TZS”** Means Tanzanian shillings, the currency of the United Republic of Tanzania.
- “TZS”** *Inamaanisha Shilingi za Kitanzania, sarafu ya Jamhuri ya Muungano wa Tanzania.*

2.0 THE PROPERTY /GHALA

2.1 The Lessor hereby leases to the Lessee a Warehouse situated at Ipogolo ward, within Iringa Municipal Council.

Mwenye Jengo anampangishia Mpangaji ghala lilichopo kata ya Ipogolo, halmashauri ya Manispaa ya Iringa.

3.0 DURATION OF THE LEASE/ MUDA WA MKATABA

3.1 The duration of this Agreement is Five (5) year commencing on 01st day of June 2024 until 30th day of May 2029.

Muda wa Mkataba huu ni miaka mitano (5) kuanzia tarehe 01 mwezi Juni 2024 hadi tarehe 30 Mei mwaka 2029.

3.2 At the expiration of the said term, the Agreement may be renewed for an additional period on terms and conditions that the Parties shall agree upon.

Muda wa Mkataba huu utakapofikia ukomo, unaweza ukahuishwa kwa muda wa mwingine kwa vigezo na masharti ambavyo Pande Husika zitakubaliana.

4.0 CONSIDERATION A/ND MODE OF PAYMENT /MALIPO NA NAMNA YA KULIPA

4.1 The consideration for the lease of the Property is **Tanzanian Shillings One Million Six Hundred Fifty Thousand only (TZS 1,650,000/=)** per month as the Property rent, subject to 10% increment annually.

Malipo ya kupangisha Nyumba ni Shilingi za Kitanzania Millioni Moja laki sita elfu hamsini tu (TZS 1,650,000/=) tu kwa mwezi kama kodi ya Jengo, na kuongezeka kwa asilimia 10% kila mwaka

4.2 The Lessee shall pay the Lessor an upfront consideration of **Tanzanian Shillings Twenty-Nine Million Seven Hundred Thousand only (TZS 29,700,000/=)** as rent for a period of Eighteen Months (18) months whilst signing the contract, there after rent shall be payable annually by a direct deposit into **CRDB account No. 01J2472042300** with the name **AMAR KAUR SOHAL**.

Mpangaji atamlipa Mwenye Jengo Shilingi za Kitanzania Milioni Ishirini na Tisa Laki Saba tu (TZS 29,700,000/=) ambazo ni kodi ya Jengo ya miezi kumi na nane (18) mnamo mkataba ukiridiana na baada ya hapo malipo yatafanyika kwa mwaka kwa kuweka katika CRDB akaunti namba 01J2472042300 yenye jina la AMAR KAUR SOHAL.

4.3 The Lessee shall deduct ten percent (10%) the rental withholding tax on the rent mentioned in article 4.2 above.

Mpangaji atakata asilimia kumi (10%) kodi ya zuio ya pango katika kodi iliyotajwa katika kipengele cha 4.2 hapo juu.

5.0 LESSOR'S COVENANTS /MWENYE JENGO ANATHIBITISHA KWAMBA

- 5.1** The Lessee having paid the Consideration in the agreed manner and having fulfilled other terms and conditions of this Agreement; the Lessor shall permit the Lessee to enjoy quiet possession of the Property.

Baada ya Mpangaji kufanya Malipo kama ilivyokubaliwa na kutekeleza vigezo na masharti mengine ya Mkataba huu, Mwenye Nyumba atamruhusu Mpangaji kufurahia umiliki wa Nyumba bila kubugudhiwa.

- 5.2** The Lessor shall be permitted to inspect the Property upon giving to the Lessee a twenty-four (24) hours' notice of intention to inspect the same.

Mwenye Nyumba ataruhusikwa kukagua Jengo baada ya kumpa Mpangaji notisi ya masaa ishirini na nne (24) kwa ajili ya kufanya ukaguzi huo.

- 5.3** The Lessor shall maintain the roofs, structures, electrical wiring and electrical apparatus, the drains, septic tanks, water supply, and the plumbing of the Property in good condition fit for occupation and use.

Mwenye Jengo atatunza paa, jengo, mfumo wa umeme, vifaa vya umeme, njia za maji, mfumo wa maji taka, maji safi ya Nyumba katika hali salama kwa matumizi na makazi.

- 5.4** The lessor shall also be responsible to pay the property tax and land rent.

Mwenye Jengo atakuwa na wajibu wa kulipa kodi ya mapato na majengo.

6.0 LESSEE'S COVENANTS /MPANGAJI ANATHIBITISHA KWAMBA

- 6.1** The Lessee shall pay the said Consideration in the agreed manner.

Mpangaji atalipa Malipo kwa utaratibu ambao umekubalika.

- 6.2** The Lessee shall not to sublease or transfer, in any manner whatsoever, the Property, or any part thereof, without the written consent of the Lessor.

Mpangaji hatapangisha wala kukabidhi umiliki wa Jengo au sehemu ya Jengo bila idhini ya maandishi kutoka kwa Mwenye Jengo.

- 6.3** The Lessee shall be responsible with the payment of rental withholding tax and stamp duty payments arising from or related to the Property as accounted for by the Tanzania Revenue Authority.

Mpangaji atawajibika kulipa kodi ya zuio ya kodi na ushuru wa stempu itokanayo na au inayohusu Jengo kama itakavyoelekezwa na Mamlaka ya Mapato ya Tanzania.

- 6.4** The Lessee shall keep the Property including all doors, windows, sanitary fixtures, electric light and fittings and any other fixtures and fittings in good state of repairs.

Mpangaji atatumia Jengo ikiwa ni pamoja na milango, milango, vifaa vya usafi, mataa na vifaa vingine katika hali nzuri ya ukarabati.

- 6.5** The Lessee shall use Property for proposed purposes only. The Lessee shall not engage in any unlawful use of the Property, common areas or grounds. The Lessee shall not use the Property in such manner as to disturb the peace and quiet of other Lessees.

Mpangaji atatumia Jengo kwa makazi tu. Mpangaji hatajihusisha na matumizi haramu ya Jengo au maeneo yake ya nje. Mpangaji atatumia Jengo katika hali ya utulivu bila kubugudhi wapangaji wengine.

- 6.6** Upon receiving a notice, the Lessee shall permit the Lessor or his agents and in emergency situations without notice, during tenancy with or without workmen or others to enter upon and examine the conditions of the Property.

Mpangaji atamruhusu Mwenye Jengo au wawakilishi na/au mafundi wake kuingia katika Jengo na kuikagua baada ya kupokea notisi na bila notisi endapo ni dharura imetokea.

- 6.7** The Lessee shall dispose of all rubbish and waste in a clean and sanitary manner.

Mpangaji atatupa taka na uchafu katika hali ya usafi.

- 6.8** The Lessee shall notify the Lessor, immediately, of any concerns/problems with the Property that are or should be the responsibility of the Lessor.

Mpangaji atamtaarifu Mwenye Nyumba mara moja juu ya uwepo wa tatizo/changamoto katika Nyumba ambalo ni wajibu wa Mwenye Nyumba.

7.0 SUBLEASING

- 7.1** The Lessee shall not to sublease or transfer, in any manner whatsoever, the Property, or any part thereof, without the written consent of the Lessor.

Mpangaji hatapangisha au kukabidhi umiliki wa Jengo kwa mtu mwingine bila idhini ya maandishi kutoka kwa Mwenye Nyumba.

8.0 UTILITIES

- 8.1** The Lessee shall pay for electricity, security and water bills directly to the relevant authorities.

Mpangaji atalipa gharama ya umeme na maji kwa mamlaka husika.

9.0 ALTERATIONS AND ADDITIONS

9.1 The Lessee shall not make alterations in, additions to, the Property without prior consent in writing of the Lessor. If the Lessor gives consent the Lessee shall bear all costs of such alterations.

Mpangaji hatafanya matengenezo au marekebisho ambayo yatabadilisha muundo wa Jengo bila kupata idhini ya maandishi kutoka kwa Mwenye Jengo. Mwenye Jengo atakapoidhinisha matengenezo hayo, Mpangaji atayafanya kwa gharama zake.

9.2 The consent above shall not be unreasonably withheld but may include the Lessee's agreeing to restore the Property to its prior condition before vacating the property.

Idhini hii haitazuliwa pasipo sababu maalum, lakini inaweza kuhusisha makubaliano kwamba Mpangaji atarudisha Jengo katika muundo wake wa mwanzo kabla ya kuondoka.

10.0 DISPUTE SETTLEMENT CLAUSE /UTATUZI WA MIGOGORO

10.1 Any dispute or difference between the Parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the Parties, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the Parties hereto. The decision of the Arbitrator shall be final and binding upon the parties and the parties hereby agree to be so bound by the decision of such arbitrator.

Mgogoro wowote au tofauti baina ya Pande Husika utaokanao na Mkataba huu utasuluhishwa kwa amani kati ya Pande Husika na ikishindikana jambo hili litapelekwa kwa Msuluhishi kama ilivyoainishwa kwenye Sheria ya Usuluhishi (Sura ya 15 ya Sheria za Jamhuri ya Muungano wa Tanzania) au kwa mujibu wa marekebisho yoyote ya sheria hiyo au kwa namna nyingine ya usuluhishi itakayokubalika na Pande Husika. Uamuzi wa msuluhishi utakuwa wa mwisho na utawajibisha Pande Husika na Pande Husika zinathibitisha kwamba zipo tayari kuwajibishwa na maamuzi ya Msuluhishi.

11.0 TERMINATION /USITISHAJI WA MKATABA

11.1 The Lessor shall not terminate this lease except for serious or repeated breach of the Lessee's obligations hereunder. In cases of non-payment of rent, the Lessor may terminate the tenancy by a thirty (30) days' written notice to vacate. In all other cases, the Lessor can only terminate by submitting three (3) month notice delivered by hand or by registered post to the Lessee, and refund any unutilized rent portion.

Mwenye Jengo hatasitisha Mkataba huu isipokuwa pale ambapo Mpangaji atakiuka vigezo na masharti vilivyotajwa ndani ya Mkataba. Endapo Mpangaji hatalipa kodi, Mwenye Jengo anaweza kusitisha Mkataba kwa kumpa Mpangaji notisi ya maandishi ya siku thelathini (30) ya kuondoka ndani ya Jengo. Katika matukio mengine yoyote, Mwenye Jengo atasitisha Mkataba kwa kutoa notisi ya miezi mitatu (3) ambayo itakabidhiwa kwa mkono au kupitia sanduku la posta la Mpangaji, pia endapo kutakuwa na kodi ambayo haijatumika kurudishwa kwa mpangaji.

11.2 The Lessee shall terminate this Agreement by submitting one (1) month written notice delivered by hand or by registered post to the Lessor.

Mpangaji atasitisha Mkataba kwa kutoa notisi ya maandishi ya mwezi mmoja (1) ambayo itakabidhiwa kwa mkono au kupitia sanduku la posta la Mwenye Jengo.

11.3 The Lessee shall, upon termination of this Agreement, vacate the Property, remove all belongings and return the Property in the same condition that it was received; reasonable wear and tear excepted, and return all keys to the Lessor immediately upon vacating. Any belongings left on the Property after the Lessee has vacated shall be considered abandoned Property, and the Lessor may sell or otherwise dispose of the same without liability to the Lessee.

Baada ya kusitisha Mkataba, Mpangaji ataondoa na kuchukua mali zake na ataondoka ndani ya Jengo na kukabidhi Jengo kwa Mwenye Jengo ikiwa katika hali yake ya mwanzo kama alivyokabidhiwa; uchakavu wa kawaida utakubalika, na atakabidhi funguo kwa Mwenye Jengo wakati wa kuondoka. Chochote kitakachoachwa ndani ya Jengo baada ya Mpangaji kuondoka katika Jengo kitachukuliwa kama mali iliyotelekezwa na Mwenye Jengo anaweza kuuza au kutupa bila kuwajibishwa na Mpangaji.

12.0 NOTICE /NOTISI

12.1 It is hereby agreed and declared that any notice, letter or other document from either party shall be deemed to have been received upon proof of posting or delivery only and shall be deemed to have been received by the parties at the time when it should in the ordinary course of post have been delivered to it at its last known address. For the purposes hereof the address and other contact details of the Lessor and the Lessee are as hereunder:

Imekubalika na kuthibitisha kwamba notisi yoyote, barua au nyaraka kutoka upande wowote itahesabika kwamba imepokelewa kwa uthibitisho wa kutuma au kusafirishwa tu na itahesabika kwamba imepokelewa na pande husika pale ambapo katika hali ya kawaida ya kutuma itafika katika anwani husika. Kwa dhumuni hili anwani na mawasiliano ya Mwenye Jengo na Mpangaji ni kama ifuatavyo:

The Lessor /Mwenye Nyumba: **AMAR KAUR SOHAL,**
P.O. BOX 1069,
Iringa - Tanzania.
preetykaur79@yahoo.com
Mobile: +255788640202 / +255713016406

The Lessee/Mpangaji: **DELAWARE AGRICULTURE (T) LIMITED,**
P.O. BOX 5746,
DSM, Tanzania.
rruparellia@hotmail.com
Mobile: +255684049749

13.0 MISCELLANEOUS PROVISIONS /MENGINEYO

- 13.1** All matters arising from and in connection with this Agreement must be governed by and construed in accordance with the Laws of the United Republic of Tanzania.

Mambo yote yatokanayo na Mkataba au yanayohusu Mkataba huu yataongozwa na kutafsiriwa kwa mujibu wa sheria za Jamhuri ya Muungano wa Tanzania.

- 13.2** All notices, demands, statements, certificates and other related documents or communications will be in English or Swahili unless agreed otherwise by both Parties to this Agreement.

Notisi zote, maombi, taarifa, vyeti na nyaraka nyingine au mawasiliano vitakuwa katika Kingereza au Kiswahili, isipokuwa pale ambapo Pande Husika zimekubaliana vinginevyo.

- 13.3** This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to lease. This Agreement can only be modified by express, written consent and must be signed by both Parties.

Mkataba huu unahitimisha makubaliano baina ya Pande Husika na unafuta makubaliano yoyote ya awali ya mdomo au maandishi baina ya Pande Husika kuhusiana na upangaji. Mkataba huu utafanyiwa marekebisho kwa idhini ya maandishi iliyosainiwa na Pande Husika.

IN WITNESS HEREOF, the Parties hereto have executed this Lease Agreement on the date and year first herein above written in the following manner:

MBELE YANGU, Pande Husika zimeweka sahihi zimeweka saina katika Mkataba huu wa Kupangisha Jengo tarehe na mwaka vilivyotajwa hapo chini.

THE LESSOR

**SIGNED and
DELIVERED**

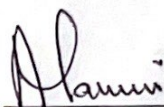
by The said
**AMAR KAUR
SOHAL**

Who is known to
me/identified to me

By

.....

This 1st day of APRIL 2024

} 

LESSOR

BEFORE ME:

Name:

Signature:

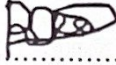
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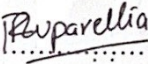
**COMMISSIONER FOR OATHS &
NOTARY PUBLIC.**

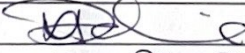
THE LESSEE

SEALED with a COMMON SEAL of
DELAWARE AGRICULTURE (T) LIMITED
and DELIVERED in our presence on
this.....^{1st} day of April 2024.

} DELAWARE AGRICULTURE (T) LIMITED
P. O. Box 5746
DAR-ES-SALAAM, TANZANIA
LESSEE

Name: RISHEN DILIPKUMAR PATEL
Signature: 
Qualification: DIRECTOR
Postal Address: 5746

Name: ROSHNI MUKESH RUPARELLIA
Signature: 
Qualification: EXECUTIVE ASSISTANT
Postal Address: 5746

BEFORE ME:
Name: VIDYA J. GOTHEC
Signature: 
Postal Address: P-0 BDC SIB, DSM



COMMISSIONER FOR OATHS & NOTARY PUBLIC