

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 24 day of September 2024

BETWEEN

SHAMILA HAMIS MVUNGI of P. O. Box 30033, Dar es Salaam, the owner of the area located at Kibaha District in Pwani (hereinafter called “**the Lessor**”) which expression shall where the context so admits include his successors, assignees and agents of the one part,

AND

TANZABREAD COMPANY LIMITED of Dar es Salaam (hereinafter called “**the Lessee**” which expression shall where the context so admits include his successors, assignees and agents), of the other part.

WHEREAS

- A. The Lessor is the lawful owner of a plot located at Mtakuja Street, Pangani Area, Plot No. 133, Block Y, Kibaha District in Pwani.
(hereinafter referred to as “the Demised Property”).
- B. The Lessor is desirous of leasing part of the premises to the lessee to hold and enjoy the same for business purposes on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The Lessor hereby demises unto the Lessee **ALL THAT** demised property **TOGETHER WITH** the right of access **TO HOLD** into the Lessee for a term of **One (1) Year** subject to renewal commencing on 15th day of **September, 2024** to 31st day of **September, 2029** at a monthly rent of **TZS 500,000/= (Tanzania Shillings Five Hundred Thousand Only)**, payable in a lump sum every year.

2. Not to make any alterations in additions to the demised premises without first obtaining the written consent of the Lessor. Notwithstanding the foregoing, the Lessee shall have right during of the term of these leases, to affix outside office signs and insignia on the demises premises. Any fixtures, additions or structure so placed shall be and remain the property of the Lessee and may be removed there from by the Lessee prior to vacating the premises; and the Lessee, if required by the Lessor, shall restore the premises to the same under this Lease, excepting reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control.

3. The Lessor hereby agrees that if the tenancy hereby created, be terminated for any reasons whatever at the instance of the Lessor, including, sale of the demised property to a third party, the Lessee shall be entitled to compensation of rent paid in advance for the unexpired term of the Lease.

4. At any such time not later than **one months** before this lease expires, the **lessee** may serve a notice to the **Lessor** signifying his intention to renew the lease term at the time of expiry of this lease if he so wishes.

5. If the Lessee is desirous of extending term after expiration of the that period hereby granted, the Lessor shall give **30 days'** notice of intention to renew his tenancy agreement in writing to the Lessor before the expiration of the said term, the Lessor shall at or before the expiration for the term hereby granted, grant to the Lessee a new lease of the Demised Property for a further term as agreed between them, that shall commence from and after the expiration of the term hereby granted at the same rent or at a rent to be agreed between them.

6. The Lessor shall be bound to pay any land rent (municipal land rent), to pay withholding tax to TRA and any rent concerning the demised property.

7. **THE LESSEE HEREBY COVENANTS with the LESSOR;**

(i) At all times to keep the demised property good repair and fair condition.

8. To permit the **Lessor** and his agents and other persons authorized in writing by the **Lessor** to enter the demised property at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the condition of the demised property.

9. Not to assign, sublet or part with the possession of the demised property

hereby demised without the written consent and permission of the **Lessor**.

(iv) Not to use the demised property for illegal purposes or in a way which would create nuisance or any damage to the public or neighbours.

(v) On the expiration of the lease term to deliver up the demised property to the Lessor with all keys, locks and fasteners in good repair and condition, reasonable wear and tear accepted.

10. **THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:**

(i) To give vacant possession of the Demised Property to Lessee, free of any kind of occupation.

(ii) The Lessee by paying the rent hereby agreed upon, observing and performing the covenants and stipulations herein on the part of the Lessee contained, shall peacefully hold and enjoy the demised property during the term created without interruption by the Lessor.

11. **PROVIDED ALWAYS** and it is hereby agreed as follows;

(i) That the tenancy hereby created shall be determinable at the option of either party by giving the other party 30 days' notice in writing.

(ii) That if the **Lessor** gives notice in writing to the **Lessee** as above, without reasonable cause and where the **Lessee** has not breached any of the covenants in this lease agreement, the **Lessor** shall pay the **Lessee**.


12. That any demand for payment or notice requiring to be made upon or given to the **Lessee** shall be sufficiently made or given if sent by the **Lessor** or his agents through the post by registered letter addressed to the **Lessee**, and that notice requiring to be given to the lessor shall be sufficiently given if sent by the **Lessee** through the post by registered mail addressed to the **Lessor** at his usual or last known place of residence AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.


13. The rent agreed upon may be revised prior to the expiry of this lease term and before entering into the new lease.

14. This lease shall be governed and construed in accordance with the laws of United Republic of Tanzania; and executed in two copies each of which shall be treated as original.

Signed by the **LESSOR** on.....10/09/2024.....

Signed by **LESSEE** on.....10/09/2029.....

Signature..........

Signature..........