

**LEASE AGREEMENT**

**BETWEEN**

**EQBAL EBRAHIM HALDAY**  
**P.O. BOX 7258**  
**(Lessor)**

**AND**

**HD PACKAGING COMPANY LIMITED**  
**P.O. BOX 77773 DAR-ES-SALAAM**  
**PHONE: 0762 332849**  
**(Lessee)**

**Drawn by:**

**Eqbal Ebrahim Halday**

**Plot No 27 Block A**

**Sinza mori**

**P.O.BOX 7258**

**DAR ES SALAAM**

**Phone No: 0784 782896 / 0655 028000**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made the .....25 01.....day of 10<sup>th</sup> 2024

BETWEEN

**EQBAL EBRAHIM HALDAY** of Post Office Box Number 7258, Dar es Salaam (hereinafter called “the Lessor”) of the other part.

AND

**HD PACKAGING COMPANY LIMITED** of Post Office Box Number 77773 Dar es Salaam, (Phone No: 0762 332849) (hereinafter called “the Lessee”) of the other part.

**WHEREBY THIS AGREEMENT WITNESSEETH as follows:**

1. **EQBAI EBRAHIM HALDAY** agrees to let **One godown** Usd 32,040. at its premises situated at Plot No.27 Block A Sinza Mori Dar es Salaam (Hereinafter called “the Demised Premises”) and **HD PACKAGING COMPANY LIMITED** hereby agrees to take the said premises for a period of **Three year**, from **01<sup>st</sup> October 2024** up to **30<sup>th</sup> September 2026** subject to and in accordance with the terms and conditions hereinafter set forth.
2. With effect from **01<sup>st</sup> October 2024**. **HD PACKAGING COMPANY LIMITED** The lessee shall pay to the Lessor a monthly rent of Tshs/Usd 890 Payable **Six months** in advance.

3. The lessee will deduct the ten percent (10%) withholding tax from the agreed monthly rental and the same will be paid to T.R.A on behalf of the lessor

**4. THE LESSEE HEREBY JOINTLY WITH THE GUARANTORS COVENANT WITH THE LESSOR AS FOLLOWS:**

- (a) To pay the said rent in the manner aforesaid at the commencement of the term on **01<sup>st</sup> October 2024** of every year throughout the said term of the Lease.
- (b) To use the demised premises for lawful purposes.
- (c) Not to transfer, assign, mortgage, underlet/sublet charge of otherwise part with or share of dispose of the demised premises.
- (d) To permit the Lessor or its employees of duly authorized representatives with or without workmen to enter upon the demised premises and inspect the state and condition thereof and carry out repairs and other work in accordance with the Lessor's covenants hereinafter contained.
- (e) To keep and maintain the interior of the demised premises and all additions thereto including doors, windows, water and electric light and power fittings within the demised premises, clean and in good repair and condition (fair wear and tear excepted) throughout the period of the lease and on the date of expiry of the lease to yield up the same to the Lessor in the same state it was in at the beginning of the lease.
- (f) Not to do or suffer to be done any damage to the demised premises.
- (g) Not to do or permit or suffer to be done anything whereby any policy of fire insurance on the demised premises against damage by fire may become void or voidable or reimburse the Lessor on demand all sums paid by way of increased premiums and all expenses incurred by the Lessor in effecting renewal of such policies.
- (h) At all times to keep the demised premises and its surroundings neat and clean to the satisfaction of the Lessor its employees or its duly authorized person.
- (i) Not to create or permit any willful noise or disturbance in the demised premises or do any other act or thing which in the opinion of the Lessor

- (j) or its duly authorized representative may at any time be or become a nuisance or annoyance to the Lessor and/or neighbours.
- (k) Not to keep or store in or upon any part of the said premises merchandise and/or heavy articles or goods of a combustible or exposable nature except such as may be required for normal use and not to do or suffer to be done on the said premises anything whereby and policy or policies of insurance against loss or damage to the said premises may become void or void able or whereby the premium payable in respect thereof may be increased.
- (l) The Lessee shall make good at his one expense both material damage and labour costs for all damage caused to the demised premise as may be occasioned through his fault or neglect.
- (m) To pay to the Lessor by way of additional rent a proportionate part of the amount by which any rent, charge, tax or levy is increased or imposed by any competent authority upon the Lessor in respect of the demised premises such increase of charge, levy or tax as the case may be shall be determined by the Lessor in proportion to the floor area or the demised premises. The Lessor shall sever the Lessee with a one month notice notifying him of the said additional rent.
- (n) To vacate and deliver vacant possession of the demised premises on the last day of the term unless the same has been renewed pursuant to three prior month notice of intention to renew by the Lessee at the end of the year.

**5. THE LESSOR HEREBY COVANANTS WITH THE LESSEE AS FOLLOWS:**

- (a) That the Lessee having paid in advance the rent herein reserved and performing all covenants and stipulations herein on its part to be observed shall hold and enjoy quit possession of the demised premises during the said term without any unlawful interruption by the Landlord or any person rightfully claiming under Lessor.
- (b) To keep external parts, main walls, roof, timbers and drains in good and substantial repair and condition and to do such structural repairs as may be necessary to the demised premises PROVIDED THAT the Lessor shall not be held responsible for any not-repairs

- (c) under this covenant unless the Lessor has given sufficient written notice of thirty days.
- (d) To pay and discharge all land rent taxes and assessments payable in respect of the demised premises other than bills payable for water, electric light and power and telephone facilities (if any used in the demised premises) which shall be for the account of the Lessee.
- (e) To respond expeditiously to the Lessee's Notice of intent to renew the Lease Term and to grant priority of renewal over other prospective Lessees unless the term has been terminated prematurely for default by the Lessee or the term cannot be renewed due to inability by Lessee to comply with the conditions of this lease required by the Lessor.

**6. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:-**

- (a) In the event of the said demised premises being wholly or partially damaged or destroyed by fire the term shall be deemed terminated provided that if the causes of such fire shall be attributed to the fault of Lessee, its servant or agents, the Lessee shall pay the balance of the rental for the unexpired period of the term without prejudice to any other sums which may be adjudged as payable by the Lessee to the Lessor arising from such damage or destructions, cause of such fire or in connection therewith.
- (b) The demised premises shall at all times be covered by a suitable policy of insurance by the Lessor as aforesaid against risks or loss or damage by fire and in the event of damage by fire the monies received on the said insurance shall be used by the Lessor to restore the conditions of the demised premises, provided that the Lessee shall maintain a separate cover for his insurable materials and wares.
- (c) The rent accruing on the whole term of the lease shall be deemed to constitute a liquidated sum.
- (d) That the Lessee shall pay 1% of annual rent as stamp duty and the Lessor shall pay 10% of annual rent as withholding tax.

(e) Any notice under this agreement shall be in writing and shall be sufficiently served either on the Lessor or the Lessee if posted to them under certificate of registration of posting at their last known address in the United Republic of Tanzania.

(f) In the event of a dispute or claim arising from or in connection with this agreement which is not settled mutually by the parties thereto may be referred by either party to a Court of competent jurisdiction for adjudication and settlement.

## **7. INDEMNITY**

(a) The lessee agrees indemnify, defend, release and hold harmless the lessor from against any damage , loss, or liability, including without limitation reasonable legal fees and court costs, which result, directly or indirectly, from the misconduct by the lessee.

(b) Nothing contained in this Agreement shall be deemed to relieve the lessee of any duty that may be imposed by applicable laws.

(c) Without prejudice to any other indemnity contained herein and to the extent permitted by law, the Lessor agrees to indemnify, defend release and hold harmless the Lessee from against any damage, loss or liability, including without limitation reasonable legal fees and court costs,(collectively, a 'loss') which result, directly or indirectly, from the Lessor's negligence misconduct and/or failure to fulfil any of its obligations contained herein.

(d) Nothing contained in this Agreement shall the deemed to relieve the Lessor of any duty that may be imposed by applicable laws.

## 8. TERMINATION

- (a) If the rent herein before reserved or any part thereof is not paid within Sixty (60) days after in due date (whether legally demanded or not) or if the Lessee at any time fails or neglects to perform or observe any of the covenants herein contained it shall be lawful for the Lessor to terminate this Lease Agreement by a Thirty (30) days written notice to the Lessee and upon such notice, this Lease Agreement may be terminated and the Lessor or any parson or persons authorized shall be entitled to reenter into and upon the Leased premises or any part thereof in the name of the whole and take possession thereof but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach by the Lessee of any of the covenants herein contained.
- (b) Should the Lessee be compelled and /or wish to relocate its business due to business reason and /or for any other reasons, the Lessees shall be at liberty to terminate this Agreement upon giving three (3) months' notice in writing.

IN WITNESS WHEREOF the parties here to have executed this Agreement on the date and manner here in after appearing.

Signed and **Delivered** at Dar es Salaam  
by the said **EQBAL EBRAHIM HALDAY**  
who is known me to personally in my  
Presence this ...<sup>01</sup>...this of ...<sup>10</sup>... 2024

*Halday*  
.....  
**Lessor**

**BEFORE ME:**

Name: Jumbe Safari

Signature: *J. Amos*

Qualification: Advocate



SEALED with the COMMON SEAL of the said  
**HD PACKAGING COMPANY LIMITED**  
and delivered at Dar es Salaam in the presence  
of us this ...<sup>01</sup>...day of ...<sup>10</sup>... 2024.

SEAL

*J. Amos*  
LESSEE

Names: AMOS AMOS MBELEWETA

Signature *J. Amos*

Postal Address: P.O. BOX 77773

DAR ES SALAAM

Designation: **DIRECTOR**