

LEASE AGREEMENT

BETWEEN

NEWFORCE ENTERPRISES LIMITED

AND

FERT PRO LIMITED

LEASED PREMISES

Warehouse /2,494 of Square meters,
within Plot No. 655, Kibaha, Coastal Region,
Located at TAMCO Industrial estate.

Lessor's initials 

Lessee initials..... 

LEASE AGREEMENT

This Lease ("the Lease Agreement") is made this 22 day of MAY 2025

between

NEWFORCE ENTERPRISES LIMITED a company incorporated under the Laws of Tanzania and having its registered office at Plot No 3, Morogoro Road, of P.O.BOX 55166, Dar es salaam (hereinafter referred as **LESSOR**") which expression shall include its assignees, successors and any duly authorized agent) OF THE ONE PART,

and

FERT PRO LIMITED of P. O. BOX (hereinafter referred as **LESSEE**") which expression shall include its assignees, successors and any dully authorized agent OF THE OTHER PART.

WHEREAS,

- i. Lessor is the is the rightful holder and occupier of land situated at Plot No. 655, Kibaha, Coastal Region, 30,530 SQM located at TAMCO Industrial estate;
- ii. The Lessee is desirous of renting the demised premises for warehouse;
- iii. The Lessor is desirous of renting to lessee party of the demised premises and the Lessee is also desirous of renting only 2,494 square meters for its activities, upon the terms and conditions hereinafter appearing:

NOW THEREOF, THIS AGREEMENT WITNESSETH as follows:

1.0 DEFINITION OF TERMS.

Unless otherwise agreed or intention clearly appears, the following terms shall have the meaning assigned to herein, as follows:-

- 1.1 "**Leased premises**" means the building or building and fixtures of the lessor and includes all additions and improvements to the demised premises and any other building erected at any time during lease period;

Lessor's initials 

Lessee initials..... 

- 1.2 **"Demised premises"** means the rented plot of land and 'leased premises' in this agreement between the Lessor and the Lessee;
- 1.3 **"Lessee"** means registered company, registered business having licensed business(s) and compliances with laws of Tanzania
- 1.4 **"Insured risks"** means the risks and damages to fire, storm, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism;
- 1.5 **"Permitted use"** means the purpose activity of this lease agreement
- 1.6 **"Tax"** means any present or future tax, levy, import duty, charges, surcharges, fees, deduction or withholdings in the nature of tax payable by Lessee under whatever name by any Authority or fine, interest, compensation thereof;

2.0. DEMISE AND PUROSE USE

2.1. Demise:

In consideration of the agreed rent and terms, the Lessor hereby leases the warehouse/2,494 Square meters to the Lessee which is the lease premises within Plot 655, Kibaha Indutrial area, Coastal Region.

2.2. Purpose use:

The purpose of this lease is for warehouse only. The Lessee undertakes that during the entire period of the lease the leased premises shall be used solely for **factory warehouse**

2.3. Illegal or immoral use

The Lessee shall not use the leased premises for any illegal or immoral purpose in this lease agreement

2.4. Environmental and sanitation

The Lessee shall comply with all applicable laws, rules and regulations regarding environment protection of the country and local government including but not limited to waste, sanitation, environmental natural maintenance, pollution and hazardous wastes.

3.0. THE TENURE:

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The contractual term of this lease is FIVE (5) years commencing from 01 June, 2025.

4.0. RENTAL and LEASE TERM

- 4.1 Lessee shall pay rent payment to Lessor, a total amount of TZS 36,000,000/= (Thirty-six shilling only per month which shall be paid annually.
- 4.2 Payment of rent shall be of one year or more and shall commence on 01st June, 2025, and its renewal as in accordance with renewal clause 8.0 below.
- 4.3 The payment of rent shall **be paid two months before** commencement of the next lease agreement.
- 4.4 In the event when the Lessee delays to pay rental on time, the Lessor shall have right to take two actions:-
 - 4.4.1 To close the leased premises without notice at the end of existing agreement.
 - 4.4.2 To accept any request by the Lessee of more time to pay the arrears on condition that any delayed amount of rental shall be charged a penalty payment of twenty percent (20%)
- 4.5 Rent payment of this this year shall be paid to Lessor immediately after the execution of this Agreement, on 01st June, 2025, which shall be the commencement of the **rental year/lease term** between Lessor and Lessee.

5.0. UTILITY BILLS and TAXES

- 5.1. The Lessee shall be solely responsible for paying all utility bills, including but not limited to electricity, gas, water, internet/cable service for the premises
- 5.2. The Lessee shall pay before delinquency all taxes and assessments levied to Lessee on the premises by reason of this lease or of any equipment, appliances, improvement, or other development of any nature

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whatsoever, erected, installed, or maintained by Lessee by reason of Lessee business or activity in connection with the leased premises.

6.0 INSURANCE.

- 6.1 If the leased premises or any other party of the building is damaged by fire or any other casualty resulting from any act or negligence of Lessee or any of Lessee agent's, employees or invitees, the Lessee's insurance cover shall be responsible to pay and compensate any person or body affected.
- 6.2 In any event in which insurance of Lessee shall not cover the occurrence of any event including fire, the Lessee shall take responsibility to pay rent as usual and compensate the Lessor for any term which the Leased premises stay without renting another Lessee due to such events, as well as compensation for the costs of repair, lose to neighbours or compensation not covered by insurance..
- 6.3 Lessee shall be responsible, at its expenses, for fire and extended coverage insurance on all of its personal Leased premises, including removable trade fixtures, located in the leased premises.
- 6.4 Lessee shall maintain a policy or policies of compressive general liability insurance with respect to the respective activities of Lessee with the premium thereon fully paid on or before due date.

7.0 SUBLEASE AND ASSIGNMENT.

Lessee shall not sublease all or any party of the lease premises, or assign this Lease in whole or in part without Lessor's consent.

8.0 RENEWAL AND RENTAL REVIEW.

- 8.1 The Lessee shall give to the Lessor a written notice of not less than **Six (6) months** before the end of the existing lease agreement of Lessee's intention to or not to enter into a new lease agreement.
- 8.2 The Lessor shall and is entitled to **increase the rental** payable during any subsequent renewal of lease term as per clause 4.0 above. The increase of the rental payable for subsequent renewal of this lease shall be **not more than ten percent (10%)** for each subsequent year.

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8.3 The new lease agreement will be for a further term of one year to start immediately at the end of the term, without a break option for the Lessee.

9.0 TERMINATION

9.1 The Lessee may, for its convenience, terminate this Lease in whole or in part at any time before the end of lease term, if it determines that such termination is in the best interests of the Lessee, by giving written notice to the **Lessor six (6) months** in advance of the termination.

9.2 The Lessor shall be entitled to terminate this Lease before expire of the term by giving the **Lessee six (6) months** written notice of termination. At the expiry of the notice period the Lessee shall deliver vacant possession of the Leased premises and the Lessor shall refund the security

9.3 **Nonrefundable:** In the event the Lessee wishes to end the existing agreement before end of term, there shall be no refundable of any paid rental in respect of this lease agreement.

10.0 REPAIRS.

During the lease term, Lessee shall upon make, at Lessee's expenses, all necessary repairs to the leased premises. Repair shall include such items as routine repairs for the use of Lessee and other parts of the leased premises damaged or worn through normal occupancy.

11.0 MAJOR ALTERATION AND IMPROVEMENTS.

Lessee, at Lessees' expenses, shall have the right following Lessor's consent to remodel and make addition fixtures, improvements and replacements of and to all or any party of the lease premises from time as Lessee may deem desirable in consultation.

12.0 SIGNS.

Lessee shall have the right to place on the leased premises, at locations selected by Lessee, any signs, which are permitted by applicable zoning laws and subsidiary legislation and private restrictions; obtaining any necessary permission from governmental authorities. Lessee shall repair

Lessor's initials 

Lessee initials..... 

all damage to the leased premises resulting from the removal of signs installed by Lessee.

13.0 ENTRY.

Lessor shall have the right to enter upon the leased premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the leased premises

14.0 QUIET POSSESSION.

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the lease premises during the terms of this lease.

15.0 MISCELLANEOUS PROVISIONS

15.1 Notices

Notices under this lease shall be in writing and unless the receiving party or authorized agent thereof acknowledges receipt shall be valid if:-

16.0 DISPUTE RESOLUTION and GOVERNING LAWS.

16.1 This lease shall be construed and enforced according to laws of the United Republic of Tanzania.

16.2 All dispute arising from or in connection with this lease shall be settled amicably by **mutual agreement of the parties** and such agreement shall be confirmed in writing and signed by both parties, failing of which the aggrieved party shall be at liberty to **institute Arbitration** proceeding before seeking intervention of the **relevant Court.**

17.0 COMPLIANCE WITH LAW

17.1 Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Lessee use of the leased premises. Lessor shall comply with all laws, orders, ordinances

Lessor's initials 

Lessee initials..... 


and other public requirement now or hereafter affecting the leased premises.

17.2 The Lessee shall verify his compliance with the laws by displaying to the Lessor before signing this agreement any valid and genuine Certificates of compliance including but not limited to Licenses from authorities, Insurance, Work permits if any, TIC compliance if any.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

SEALED with the common seal/stamp of the said **NEWFORCE ENTERPRISES LIMITED** in our presence this 01 day of JUNE 2025.

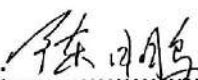
LESSOR'S attestation

1. Signature	: 
Name	: <u>SUCHU NYAH</u>
Qualification	: <u>DIRECTOR</u>
Address	: <u>ICIBAH</u>




LESSEE'S attestation

SEALED with the common seal/stamp of the said **FERT PRO LIMITED** in our presence this 01 day of JUNE 2025.

1. Signature	: 
Name	: <u>OTENG PENG</u>
Qualification	: <u>DIRECTOR</u>
Address	: <u>ICIBAH</u>



BEFORE ME: 
 Signature: _____
 Name: AYUBU WILLIAM LAZARO
 Address: P.O. BOX 1249 DODOMA
 Qualification: Notary Public/Advocate



Lessor's initials 

Lessee initials 