

**THE REGISTRATION OF DOCUMENTS ORDINANCE
[CAP 117]**

DATED THIS 26TH DECEMBER 2024

Between

EVERGREEN WOOD COMPANY LIMITED

And

UAMI CHANZO WOOD INDUSTRIES LTD

**EVERGREEN
P.O. BOX 400
MAFINGA**

Lease Agreement

This Agreement is made on the day of 26th December, 2024

Between

EVERGREEN WOOD COMPANY LIMITED, of P.O.Box-406, Mafinga, Iringa, Tanzania (Hereinafter refer to as the Landlord where the context so admits includes this successors and assigns) of the one part,

And

UAMI CHANZO WOOD INDUSTRIES LTD., of P.O. BOX 209, Iringa, Mufindi, Kinyanambo, Tanzania (Hereinafter refer to as the Landlord where the context so admits includes this successors and assigns) of the one part,

Whereas

A. The landlord has agreed to lease to the tenant the Yard and building PLOT3-4 KINYANAMBO-C, Mafinga Iringa, Tazara, Dar es Salaam city (hereinafter called "the demised premises" or "the premises").

B. The landlord and the Tenant have agreed that the lease of the premises and the assets shall be subject to the terms and conditions stipulated under this agreement.

Now therefore this "Agreement" Witnessed as follows:

1.0 TERM OF THE TENANCY

The period of tenancy herein referred to as the "contractual period" shall be for Five Years (5 Years) starting from the 26th December, 2024 to the 25th December, 2029, with an option for renewal following 3 Months' notice prior to expiry date, on the terms and conditions as both parties may mutually agree upon.

2.0 RENT PAYABLE

2.1 The yard 42,000 m² yearly rent amount 15,000,000 TZS, Exclusive VAT:

2.2 Rent will be payable in the first month of every rental years.

2.3 The rent shall be paid in only by the tenant into the landlord's nominated account or in cheque payable as per invoice.

2.4 The tenant shall deduct withholding tax from the rental amount and shall provide the necessary proof of payment from the TRA within one month of making any rental payment to the landlord.

3.0 TENANT'S CONVENANTS:

THE TENANT CONVENANTS WITH THE LANDLORD as follows:

- a) Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by laws or to carry nature or be cause of disturbance, or danger to neighbour, or public.
- b) To permit the landlord or its agent, at all reasonable times during the said term with or without workmen with notice to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or out of repair to leave notice in writing on the demised premises to such defects or maintenance of which the tenant is liable under the provision of paragraph (d) hereof the tenant to make the same in a proper manner to the satisfaction of the landlord within the space of one calendar month next after service to the tenant of every notice.
- c) Not to make any alteration in or additions or paint exposed timbers on the walls in the demised premises without the written consent of the landlord of which consent shall not be unreasonably withheld or delayed.
- d) Not to cut, maim or injure any of the walls or timbers of the demised premises and assets or suffer or permit the same to be done save as it may be reasonably required.
- e) To use the demised premises for residential and lawful purposes only.
- f) To pay all charges for electricity, telephone and other services used by the tenant on the premises rented during the term of this agreement. Utilities for the common areas are the responsibility of the landlord and management agents, however payable under the service charge.
- g) Not to do anything that would invalidate the insurance policy or increase premium payable for the premises.
- h) Unless otherwise agreed by the landlord not to assign, lease or sublet the demised premises or any part thereof without the consent of the landlord, but such consent shall not be unreasonably withheld or delayed.
- i) In the event the lease is not renewed as provided in clause (1) at the expiry date to yield up the demised in such repair of condition as shall be in accordance with the tenant's covenants herein contained.
- j) Not to park truck or any other commercial vehicle in the compound of the demised premises and common areas.
- k) Not to allow or keep animals within the demised premises or the compound.
- m) To give notice of at least (3) three months before the expiry of the term hereby created to the lessor expressing his (lessee's) intention whether or not to renew the lease for a further term. In the absence of which the lessor may choose to assume continuation of the existing lease for another period of one year.

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4.0 LANDLORD'S COVENANTS:

THE LANDLORD COVENANTS WITH THE TENANT as follows:

- a) That he has good title to the property constituting the demised premises and has the right and full power to demise unto the tenant the premises in the manner aforesaid.
- b) To keep the roof, main walls of the house, and the drains, septic tanks and supply and the pipes carrying the same to the house in good and tenantable repair and condition before handing over the demised premises to the tenant and during the period of occupancy by the tenant. To permit the tenant paying the rent hereby reserved and observing the covenants and conditions hereby contained or implied and on its part to be performed and observed, peacefully and quietly to possess and enjoy the demised premises during the tenancy hereby created without any interruption from or by the landlord or any person rightfully claiming from or under him.
- c) To pay land rent and property tax in respect of the demised premises during the lease period.
- d) While the lease is in force not to sell, assign transfer, lease or otherwise dispose the demised premises without the prior notification to the tenant.

5.0 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED

As follows:

- a) In the event of the demised premises or any part thereof being destroyed by fire or by an act of force majeure becomes un-tenantable or for any other reason whatsoever so as to be unfit for use the landlord shall afford the tenant alternative accommodation of the same standard or either party may terminate the lease, and the rent hereby reserved or a fair proportion thereof according to the extent of the damage sustained, shall be refunded to the tenant.
- b) If default shall be made in the performance of any of the covenants on the part of the landlord or the tenant, then the term herein contained shall upon failure by the tenant or the landlord to remedy within thirty days of a written notice cease notwithstanding anything to the contrary of the landlord or the tenant in respect of any antecedent breach of any of the covenants by the landlord or the tenant hereinbefore.
- c) The lease hereby created can be terminated by any of the parties in accordance with clause 5.0(a) or (b) or by providing written notice of three (3) months by either party.
- d) The landlord shall not be liable for any injury to the tenant, invitee servants or visitors of any kinds and wherever on the premises and the ancillary building, including tradesman caused by diligent work of any machinery in the demised premises.

- e) To comply with all the municipal and health regulation as may be promulgated by the Iringa city council, save as where matters are concerned.
- f) All disputes or difference concerning the agreement shall be settled by the parties amicably and in the event of failure to conclude a settlement within two months the same shall be referred to arbitration in accordance with the arbitration ordinance [cap.15] Tanzania Laws.

IN WITNESS WHEREOF The landlord and the tenant have executed these presents in the manner and to the date noted above:

FOR THE LANDLORD:

Name: EVERREEN WOOD COMPANY LIMITED

Signature:

Postal Address: P.o.box 406, plot3-4, block A, Kinyanambo, mafinga, Iringa, Tanzania

Contact Telephone: +255-765315583

FOR TENANT:

Name: UAMI CHANZO WOOD INDUSTRIES LTD

Signature: 

Postal Address: Tanzania

Contact Telephone: +255-744772947

WITNESS:

Signature

Postal Address

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Qualification _____

**DIRECTOR
EVER GREEN WOOD CO. LTD
P. O. BOX 406
MAFINGA**

 **UAMI CHANZO WOOD
INDUSTRIES LIMITED**
?? JAN 2025
**P. O. BOX 189
MAFINGA-IRINGA**

EVERGREEN WOOD COMPANY LIMITED
P.O. BOX 406
MAFINGA-IRINGA