

LEASE AGREEMENT

BETWEEN

GS COMMERCE COMPANY LIMITED

AND

IRRIGURU SOLUTIONS LIMITED

**IN RESPECT OF PLOT NO. 39, MIKOCHE NI P.O BOX 932119, KINONDONI ,
DAR.**

**PREPARED BY:
JLOHAY LEGAL CONSULTANTS,
Ground Floor, DAE ES SALAAM,
S. L. P. 14502, DAR ES SALAAM,
DAR ES SALAAM.**

This **LEASE AGREEMENT** is made this 1st day of **MAY, 2025**

BETWEEN

GS COMMERCE COMPANY LIMITED, of Postal Office Box Number 31211, Dar es Salaam - Tanzania (hereinafter called the "**Lessor**" which expression shall where the context so admits, include its successors and assign in title) of the one part;

AND

IRRIGURU SOLUTIONS LIMITED, of Postal Office Box Number 3075, near Dar es Salaam - Tanzania (hereinafter called the "**Lessee**" which expression shall where the context so admits, include its successors and assign in title) of the other part.

PREAMBLE

- A. **WHEREAS**, THE LESSOR owns premises located on **PLOT NO. 39, MIKOCHENI P.O BOX 32119, KINONDONI , DAR ES SALAAM** (hereinafter referred to '**the GODOWN**');
- B. **WHEREAS**, THE LESSOR is desirous of entering into a LEASE AGREEMENT (hereinafter referred to as '**The Lease**') with the TENANT of said GODOWN on the terms and conditions here-in-after appearing;
- C. **WHEREAS**, the Lessee is desirous of renting the demised premises from the Lessor for use of residential/commercial purposes;
- D. **AND WHEREAS**, for the purposes herein mentioned the Lessee is willing to lease the demised premises free from any liabilities from the Lessor and Lessor is willing to lease the demised premises to the Lessee and have it back at the end of the term of this Lease likewise free from any liabilities of the Lessee and in each case in accordance with the terms and conditions stipulated in this Agreement;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. **THE LEASE**

Subject to the terms of the Agreement the Lessor hereby leases the demised premises to the Lessee and the Lessee hereby takes the demised premises on lease from the Lessor for use of storage and office use only.

2. **THE TERM OF THE LEASE**

- 2.1 The terms of the lease in this Agreement is Five (5) year commencing from the effective date which is from the date of possession that is **1st MAY, 2025 Up to 31 June 2030**.
- 2.2 Intention to renew, terminate or extend the lease shall be terminated by either party giving three (3) months notice in writing before expiry of the ongoing lease and such notice shall be binding.

3. **THE RENT**

- 3.1 The rent payable shall be **Tanzanian Shillings Two Million Five Hundred Thousand Only (TSHS. 2,500,000.00)** per month for the rental of the Godown and shall be Pay to **GS COMMERCE COMPANY LTD.**
- 3.2 That the agreed monthly rent shall be paid in full for Five year (5) year in advance to the Lessor by cash of **Tanzanian Shillings One Hundred and Fifty millions (TSHS. 150,000,000.00)** on the date of signing this agreement.
4. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -**
- 4.1 To use and occupy the demised premises solely and exclusively for lawful **ASSEMBLING OF AGRICULTURAL'S USE MACHINE AND EQUIPMENTS, STORAGE OF PLUMBING SUPPLIES AND EQUIPMENTS** purposes only and not to conduct manufacturing, assembly or any form of trading.
- 4.2 Not to trade or consume any alcohol or related spirits in the premises.
- 4.3 Not to store any Narcotic drugs that are prohibited by the Laws of Tanzania and if discovered the Lessor shall not be liable or responsible to any contempt of Law for the same.
- 4.4 To pay the reserved rent in the manner aforesaid.
- 4.5 To use the surroundings for loading and offloading materials to/from the Warehouse.
- 4.6 To have Security arrangement for their materials that are to be stored in the Godown.
- 4.7 To bear, pay and discharge all charges for water sewage charges and electricity consumed on the demised premises and for all telephone charges, if any located on the premises during the entire period of the Lessee's occupation of the building.
- 4.8 At all times keep the exterior and interior of the demised premises and appurtenances thereof on good and substantial repair and condition throughout the said term reasonable wear and tear expected.
- 4.9 To permit the Lessor or his agents with all necessary workmen appointed by the Lessor, at all material time of the day upon Notice to the Lessee to enter upon the demised premises, for purposes of carrying thereon and effecting any repairs to the buildings which the Lessor may consider to be desirable or necessary.
- 4.10 Not to store or bring to the demised premises any article of a combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to take fire precautions to relate to the demised premises.
- 4.11 Not to erect any other building structure, pipe partition, wire or post upon the premises, not to make or suffer to be made any alterations(s) or improvement(s) in or addition thereto, nor to commit any waster spoil or destruction upon the demised premises and to report in writing to the Lessor any w ants of preparation of the structure and external parts of the demised premises **PROVIDED ALWAYS THAT** the lessee shall subject to prior consent in writing of the Lessor, which consent shall no t be unreasonably withheld, having been obtained or permitted, to erect or install such alteration or improvement to the demised premises but such alteration shall be

removed prior to termination of the said term unless otherwise agreed with the Lessor.

- 4.12 Not to suffer in the demised premises or any part thereof any act or matter of anything whatsoever which may be or may cause annoyance or nuisance to neighbors or occupiers of adjoining premises.
- 4.13 Not to assign or sublet the whole or any part of the demised premises without prior written consent of the Lessor.
- 4.14 To yield up the demised premises at the expiration or sooner after determination of the said term in accordance with the several covenants hereinbefore contained.

5. **PAYMENTS AND TAXES**

- 5.1 That Lessor shall pay all taxes, service charges and such other charges connected with the use of the demised premises and/or any part relating thereto as shall be imposed by the Central and Local Governments from time to time with the exception of taxes and outgoings directly connected with the Lessor.
- 5.2 The Lessor shall, in particular, be liable to pay Land Rent and GODOWN Tax as the Government from time to time shall impose.
- 5.3 The Lessee shall, be responsible for paying the Withholding Tax if applicable.

6. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-**

- 6.1 To pay all ground rents and rates which are charged or chargeable in respect of the demised premises.
- 6.2 To install a separate electricity meter for Luku to be used by the Lessee only and not by other Tenants.
- 6.3 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations made herein on his part contained, shall **PEACEABLE HOLD AND ENJOY** the demised premises during the said term without any interruption by the Lessor;
- 6.4 To keep the demised roof, all external and main walls and drains in proper state of repair;
- 6.5 To ensure that the demised premises is fit for human habitation at the commencement of the tenancy and that the same shall remain for human habitation during the lease term;
- 6.6 If at any time the demised premises or any part of them are destroyed or damaged by fire, flood, or explosion or other accident not attributable to the negligence of the Lessee, his invitees or employees, or by civil commotion, or lightning, storm, earthquake, volcanic activity or other natural disaster so as to make the demised premises or any part of it wholly or partially unfit for occupation or use, the rent payable by the Lessee shall be suspended and the Lessee shall cease to pay such portion of the rent as is proportionate to the nature and extent of damage sustained

until such time that the destroyed portion shall be rendered fit for occupation and use;

6.7 That the Lessee shall settle all the bills for water, electricity and telephone prior to vacating the premises.

7. **PRESENTATIONS AND WARRANTIES.**

7.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor:

7.1.1 He is the legitimate and exclusive registered owner of the land pertinent to the demised premises. And that the said land is not encumbered in any manner whatsoever.

7.1.2 He has the sole right to occupy and use the demised premises and has the right to grant to the Lessee all rights and privileges granted to the Lessee pursuant to this Agreement.

7.1.3 The Lessor has full power and authority to execute this Agreement and to perform, his obligations herein stipulated.

7.2 The Lessee hereby represents warrants and undertakes to the Lessor: -

7.2.2 To pay the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.

7.2.3 To keep the demised premises in decent manner, clean and tenantable repair.

7.3 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority, which would adversely affect the Lessor's right in the demised premises or, any of the rights of the Lessee in the Agreement.

7.4 With respect to utility connections, the Lessee accepts the demised premises on an "as is" basis after the completion of current ongoing repairs.

8 **THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS: -**

8.1 That prior to the renewal or termination of the lease, the demised premises shall be subject to a joint inspection to determine the expected normal wear and tear beyond which would be on the Lessee's account.

8.2 That the legal charges for this lease shall be incurred equally by the Lessor.

8.3 That the Lessee shall not do anything that will, in anyway jeopardize the Lessor's right and title over the land pertinent to the demised premises.

8.4 That in case of any fire or any hazardous act which shall happen to the premises and cause damage which shall result from any act or negligence of the Lessee, the Lessee shall further be obligated to pay/ or repair the premises in their own costs to fully return the damaged furniture or part of the premises in a good manner.

9. TERMINATION

In the event that the Lessee concludes that due to circumstances beyond his control, he can no longer require the WAREHOUSE for his use, he, shall issue a three(3) months Notice to the Lessor to the effect that he desires to terminated this lease and shall, at the expiration of the Notice, handover to the Lessor control and possession of the demised premises under the same conditions as if the term of the Lese had come to an end and the Lessor shall not be under any obligation to refund the Lessee any rent already paid but not earned by the Lessor.

10. NOTICE AND SEVERABILITY

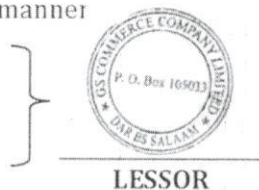
Any notice, declaration or other communication required or authorized to be given by one party under the Agreement to the other party shall be in writing and shall either be personally deliver or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, the next following business day, and if by courier and properly signed for, on the this following business day. If any provision of the Agreement is held to be unenforceable under any applicable law, then such provision shall be excluded from eh Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and all other provisions of the Agreement shall continue to be enforceable in accordance with the governing laws.

12. GOVERNING LAW.

The laws of the United Republic of Tanzania shall govern this Agreement.

IN WITNESS HEREOF, the Parties hereto have executed this **LEASE AGREEMENT** on the date and year first herein above written in the following manner

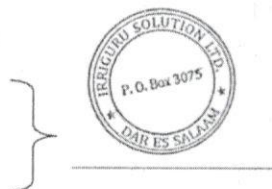
SIGNED AND DELIVERED BY THE SAID **GS COMMERCE COMPANY LIMITED** in my presence this 12th day of MARCH, 2025.



LESSOR

Witness:
Name:
Signature:
Qualification:
Postal Address:

SEALED by the Common Seal of **IRRIGURU SOLUTIONS LIMITED** in our presence this 12th day of MARCH, 2025.



SEAL

Witness:
Name:
Signature:
Qualification: **DIRECTOR**
Postal Address:

WITNESS THEREOF;

Name: **EMMANUEL SHIO**

Signature: 

Address: **14504-ARUSHA**

Qualification: **ADVOCATE**

