# LEASE AGREEMENT

**THIS LEASE** is entered into on this **05th** day of **June 2024.**

**BETWEEN**

**M/S ANDO ROOFING PRODUCTS LTD of** P.O. Box 20653 Dar es salaam, with the TIN number 105-862-288 Tegeta Wazo Hill Dar Es Salaam (hereinafter called the "Lessor" which expression shall where the context so admits include his successors and assign of part. (hereinafter referred the "Lessor") of the one part;

**AND**

**M/S PENDEZA SANA COMPANY LIMITED of** P.O. Box ..... Dar es Salaam with Plot Number 23 Block Number 2, TIN number 172-981-216 and is a private company incorporated with limited liability in united Republic of Tanzania (hereinafter referred 'the Lessee ') on the other part.

**WHEREAS**:

A. The lessor is the owner of Godown consisting of **1400** square meters located at Tegeta near IPTL.

B. The Lessee is desirous of taking on lease of the said Godown for the consideration and upon the terms and conditions hereinafter appearing; and

C. The Lessor and Lessee have negotiated and agreed on the terms and conditions and now wish to record their said agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. COMMENCEMENT & DURATION**

The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor the said Godown for a period of **Five (5) Years** (the Lessor Terms) with option to renew the lease Term by consent of both parties to the lease agreement.

This Agreement will be officially start from **01/07/2024 to 30/06/2029.**

1) The consideration for the lease of said land shall be **$ 3 (United Stated Dollar Three Only)** per square meter which makes **$ 4,200 (United States Dollar Four Thousand Two Hundred Only).** for all leased square meter per month whereby rent shall be payable after every Six month's which is **$ 25,200 Twenty five Thousand Two Hundred Only.**

The agreed Rent Amount are Taxes exclusive which it will be paid separate by Lessee where the lessee shall pay all taxes associating with lease.
Eg, VAT and stamp duty tax as specifically stated in clause 3(b) of this lease agreement

3. **THE LESSEE COVENANTS WITH THE LESSOR:**

a) To pay the rent punctually as herein provided.

b) To pay **STAMP DUTY FEES** in connection with the preparation, execution and the validation of the lease agreement.

c) To pay for utilities bills like water and electricity bills

d) To hire their own security for the premise that they are renting.

e) To not assign, sublet or part with possession of the Demised Premises or any part thereof without the written consent of the Lessor.

f) To permit the Lessor and/or his agents with or at the reasonable time of the day and after reasonable notice to Lessee in that respect to enter into Demised Premised to inspect and/or to execute major repairs damages caused by natural circumstances (without Lessee fault) to the Demised premises.

g) To use the Dismissed Premises for the purposes of **Shoe Manufacturing** only, but the lessee may use the leased premises for any purpose upon obtaining the prior consent from the lessor. Or any change of use other than the purpose rented shall requires prior consent from the landlord

h) To live in harmony with, and not to cause any nuisance to the occupants of neighboring residences and observe relevant municipal laws and regulations.

iv. That, the Lessor shall ensure that, the demised premises are in good and habitable condition e.g., leaking roof before handing it to the Lessee likewise Lessee upon the termination or expiration of Lease Terms shall ensure the Demised Premises is in Reasonable working condition before handing it back to the Lessor.

**5. THE LESSOR AND THE LESSEE HEREBY FURTHER AGREED AND DECLARE THAT;**

i. The Lessee shall not be allowed to modify, add or correct new structures on the Demised premises without prior permission from the Lessor.

**6. INSURANCE**

i. The Parties expressly agree that if the Lessee conducted business classified as hazardous activities, he will be liable to insure the demised properties and its properties against fire, if the Lessee business is non- hazardous in nature the Lessor shall be liable to insure his demised property.

**7. DEFAULT**

i. In the event of Lessee default in paying rental or any other payment when due hereunder within ten days after written notice from Lessor of such default, The Lessor at any time thereafter and without any further notice or demand may re-enter the demised premises and take possession and take all the Lessee belonging out of the godown and keep them to the brokers at the Lessee's cost until they settle.

ii. That in the event the lessee leased the demised premises during the time of lease his business or activities violate or contravene laws, regulations or rules from the government regulator, authorities or agencies, such violations or contraventions shall only affect the tenant as it shall not in any manner whatsoever affect the landlord, if the violation by the tenant causes losses or damages to the landlord, the landlord shall seek legal compensation,

iii. In case the lessee is the corporate body, the directors of the company or owners guarantee that in such event they will be personally liable for such default.

**8. TERMINATION OF THE LEASE**

i. The Lessor shall be entitled to terminate this Lease Agreement in the event of the Lessee committing a breach of the terms and conditions contained in this Lease Agreement to be observed and performed by the Lessee by giving Lessee notice of one (month) to remedy the breach and if he does not comply the Lessor shall terminate this Lease Agreement.

i) To keep the Demised premises in good state repair and condition (reasonable wear to tear expected) and paint the premises and repair all breakages and damages as required by health or other municipal authorities.

j) That after the expiration of the lease agreement, the tenant shall handover the leased premises in good and sound as it was before and the handing over shall be evidence by the handover agreement showing everything in the demised premises is intact.

k) Not to make any alterations or addition to Demised premises without the written consent of the Lessor, such consent is not unreasonably withheld or delayed.

l) To surrender vacant possession of the Demised premises to the Lessor on the expiry of the Lease Term, or any subsequent renewal thereof, in a clean and good tenable condition with all the modifications intact.

m) To ensure that all outstanding bills for electricity and water are proved paid before vacating the demised One week before vacating the Demised Premises.

n) To take reasonable care for ensuring all time the rented compounds are clean within and outside of the rented compound.

o) To hire their own security for the premise that they are renting.

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

i. The lessee performing the obligations on its part herein contained shall peacefully enjoy the occupation of the Demised Premises during the Lease term without any interruption from the Lessor or any person rightfully claiming under or in trust for the Lessor.

ii. To pay Land rent and other statutory charges in respect of the Demised Premises.

iii. To pay withholding tax and provide receipt to the lessee.

ii. **EITHER PARTY** shall have the option to terminate the Lease Agreement by giving other party three months advance notice in writing by assigning good or sufficient reasons whatsoever, at any time during the term.

iii. Any notice under this lease shall be in writing and shall be sufficiently served on the Lessee if addressed to it and delivered to or left on the Demised Premises and any notice to the Lessor shall be sufficiently served if addressed to them **AND** any notice posted shall be deemed to have been served within six days following that on which it is posted.

**9. RENEWAL OF THE TERM OF THE AGREEMENT**

i. In the event that Lessee shall desire to renew the Lease Term after expiration of Lease Period which is **Five years** the Lessee shall give the One months' notice of the Lessee's intention to renew the Lease Term on the different terms and conditions or terms to be agreed by both parties to lease agreement hereto.

ii. Any notice served pursuant to this Lease Agreement may be served by the same to the above given postal address, email Address or prepaid envelope by physical dispatch delivery. A notice to the Lessee may be served by delivering it at the Demised Premises

iii. The term of this Lease Agreement may be varied by mutual agreement of parties which shall be confirmed by written record.

**10. DISPUTE RESOLUTION**

Any dispute or difference between the parties hereto including any inability or failure to agree the current market rental on the exercise of any option for the renewal of the demised term shall be referred to the court of law of adjudication

**11. GOVERNING LAWS**

The Parties expressly agree that, for all matters arising hereunder, this Lease Agreement shall be governed by the laws of the united Republic of Tanzania,

**12. SURETYSHIP**

By their signatures to this Agreement, the Lessee and lessor acknowledge themselves to be truly and lawfully bound to the terms and conditions in the manner hereinafter appearing"

**13. FORCE MAJEURE.**

IN WITNESS **WHEREOF** the Lessor and the Lessee have executed these presents on the day hereinbefore appearing:

**SIGNED and DELIVERED by the said**

**M/S ANDO ROOFING PRODUCTS LTD who is personally known to me /identified to me by**

**.....The latter being known to me personally, in my presence this 05th day if June 2024.**

**LESSOR**

ando roofing products ltd. P. O. Box 20653, DAR - ES - SALAAM

Before me:

Name: Noel Mabuga

Signature :

Postal Address:

**Qualification:** Advocate.

**SIGNED** and **DELIVARED** by the said

**M/S PENDEZA SANA COMPANY LIMITED** who is

Personally known to me /identified to me by .....Juliana

The latter being known to me personally in my presence this

05th date of June 2024

PENDEZA SANA COMPANY LIMITED TIN 122-981-216 DAR ES SALAAM

**LESSEE**

**BEFORE ME**

Name Noel Mabuga

Signature;

Postal Address:

Qualification : Advocate