

**THE LAND REGISTRATION ORDINANCE (CAP. 334)  
PREMISE'S LEASE AGREEMENT**

**This LEASE made 1<sup>st</sup> Day October, 2020**

**BETWEEN**

**AFRILINE GT LIMITED**

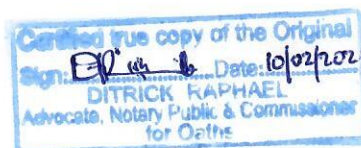
**AND**

**TRI – PUMP TANZANIA LIMITED**

**PREPARED BY:-**

**Afriline GT Limited,  
P.O. BOX 2189,  
MWANZA.**

*[Handwritten signature]*  
*[Handwritten signature]*



## LEASE AGREEMENT

THIS AGREEMENT of lease is made this 01<sup>st</sup> Day of October, 2020.

**BETWEEN**

**AFRILINE GT LTD**, a limited liability company incorporated under the companies Act.

(Cap. 212 R.E. 2002) of P.O Box 2189, Mwanza (hereinafter called "**the Landlord**" which expression shall where the context so permits, include its assigns, agents and or successors in title) of the one part.

**AND**

**TRI-PUMP TANZANIA LIMITED**, a limited liability company incorporated under the companies Act (Cap. 212 R.E 2002) of P.O Box 1332 Mwanza (hereinafter called, "**the tenant**" which expression shall where the context so permits, include its assigns, agents and or successors in title) of the one part.

**LEASE AGREEMENT** in respect of demised premises on Plot No. 9 Block "KK" Nyakato Industrial Area in Mwanza City.

1. **WHEREAS** the Lessor/Landlord is the owner of the premises erected on Plot No.9 Block "KK" at Nyakato Industrial Area Mwanza City.

**AND**

2. **WHEREAS** the said Lessor/Landlord has decided to let this premises described above to the tenant.

**AND**

3. **WHEREAS** the said Tenant/Lessee has requested and is willing to rent the demised premises for supplying, test and maintenance of water pumps and other mining equipments or products only thereat.

**WHEREBY IT IS AGREED** as follows:-

1. **THE LEASE**

On and subject to the terms and conditions set out herein, the "**Lessor**" hereof lets the above described premises to the lessee.

2. **COMMENCEMENT DATE AND DURATION.**

2.1 The lease shall commence on 01<sup>st</sup> Day of October, 2020 and persist for a period of 36 (Thirty six) consecutive months, that is, 3(three) years and will end up on 30<sup>th</sup> Day of September, 2023



[Signature]

2.2 The term of the lease create in paragraph 2.1 herein, shall by mutual consent be renewable for a further similar term, provided the Lessee notifies the Lessor **within two months before the expiry period of the intention to renew the lease.** The term applicable to the renewal period shall be the same, and the rental rate will be subject to agreement between the two parties.

### **3. RENTAL**

The rental for the leased demised premised shall be the sum of a total \$ 115,200 (say One Hundred Fifteen Thousand Two Hundred United States Dollars) only, for the period of thirty six months and this money shall be paid in six(6) installments as narrated in 3.1 below:

3.1 The rent of \$ 19,200.00 is payable during the 1<sup>ST</sup> month in this contract. This 1<sup>st</sup> installment is payable on signing of this agreement. The 2<sup>nd</sup> installment of \$19,200.00 at the beginning of 7<sup>th</sup> month, 3<sup>rd</sup> installment of \$19,200.00 at the beginning of 13<sup>th</sup> month, 4<sup>th</sup> installment of \$19,200.00 at the beginning of 19<sup>th</sup> month, 5<sup>th</sup> installment of \$19,200.00 at the beginning of 25<sup>th</sup> month, and the last installment of \$19,200.00 payable at the beginning of 31<sup>st</sup> month of this contract also as indicated below,

**Property Rent:**

<b>Date of Payment</b>	<b>Amount Payable In \$</b>
01.10.2020	19,200.00
01.04.2021	19,200.00
01.10.2021	19,200.00
01.04.2022	19,200.00
01.10.2022	19,200.00
01.04.2023	19,200.00

3.2 The rent mentioned herein is exclusive of VAT and for each payment, the Tenant shall add and pay VAT at the rate of 18% or any other rate which in accordance with the law, shall be applicable at the time of payment

3.3 That all payments concerning rent and VAT shall be made by way of Bank Transfer from the Lessee Bank to the Landlords Bank, the Landlord's Bank account detail shall be communicated to the Lessee in writing. The Landlord after receiving the payment shall issue receipts within three days from receipt.

4. The Landlord HEREBY COVENANTS with the Tenant as follows:-

4.1 Landlord makes the following ongoing representations and warranties:-

- The Landlord has the right to enter into this Agreement and its performance of this Agreement will not violate the terms of any contract, obligation, law, regulation or rule to which it is or becomes subject;
- No claim, lien, or action exists or is threatened against the Landlord and/or demises that would interfere with Tenants rights under this Agreement;
- The Landlord has the non-defective title and rights to the demises premises.
- There is no creation of the right to mortgage on the demised premises.

- e) There is no creation of the right of sale on buildings during the tenancy provided and it is hereby agreed that the Landlord shall give notice the Tenant of three (3) months in writing.
- 4.2 That the Tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations herein or the part of the Tenant shall peacefully hold and enjoy the demised premises through the tenancy period without any interruption by the Landlord.
- 4.3 Subject to clause (i) hereof, to pay all rates charges and rents and outgoings whatsoever which now are or hereafter may become payable in respect of the premises or any part thereof.
- 4.4 During the continuance of the said term to keep the demised premises in good and tenable repair and conditions and remedy a major or structural faults or construction affection the convenient and proper use or occupation thereof provided that such faults are not attributed to neglect on the part of the Tenant, his agents or employees.

5. **USE OF PREMISES**

The premises are let to the lessee solely for purposes specified in clause 3 above.

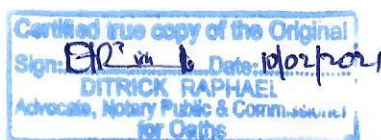
- 5.1 That, the lessee shall not use the premises or any part thereof, or let and sublet the same to another person, or allow the same to be used for any other purpose than what is stated herein, without the prior consent of the lessor which consent if given shall be in writing duly signed by the lessor.

6. **OBLIGATION OF THE LESSEE**

- 6.1 The lessee shall contribute and pay for his use of electricity consumed by him in the premises.
- 6.2 At all times of the life of the Lease, the Lessee undertakes to the Lessor that the Lessee shall care for, and maintain in good order and condition the premises, and at the termination of this Lease for whatever reason to hand over and re-deliver the same premises to the Lessor in the same order and condition.
- 6.3 To take the necessary measures and precautions in the occupation and use of the leased premises to prevent any noise, danger and/or disturbance of whatever nature, which are likely and/or would interfere with the Lessor's neighbours and/or the Lessor's occupation and use in the enjoyment of the adjoining or any part of the Lessor's premise

7. **ALTERATIONS TO PREMISES.**

- 7.1 The Lessee shall not make any alterations or additions to the premises without the Lessor's prior written consent.



8. **COMPLIANCE WITH THE LAW**

The Lessee shall comply with all Laws and Regulations relating to residential houses within the city as enjoined by the relevant authorities.

9. **INSPECTION OF PREMISES**

9.1 The Lessor shall be entitled either by himself or authorized Agent and or representative to enter the premises at all reasonable times for the purpose of inspecting the premises and to satisfy himself that the premises are being used for the purposes they were leased for.

9.2 The Lessor shall ensure in exercising his right in terms of clause 8.1 above, not to unduly or unreasonably interfere with the peaceful occupation and use of the premises by the Lessee.

10. **OBLIGATION OF THE LESSOR**

10.1 The Lessor warrants that the premises will comply with any requirements of any Local, or either Authority for the peaceful and safety of the Lessee's property in particular insurance against accidental fire incidents.

10.2 The Lessor shall pay and discharge all land taxes which form part of the premises and other charges whatsoever, save for those which are payable by the Lessee in terms of this Agreement.

11. **BREACH OF AGREEMENT**

11.1 If any party commits any breach of the provisions of this lease, all of which are deemed material and fails to remedy such breach within four weeks (say TWENTY EIGHT DAYS) after receipt of written notice requiring it to remedy such a breach provided that if such breach is one which is not reasonably capable of being remedied within the said period of four weeks (TWENTY EIGHT DAYS) the said party in breach shall be allowed such additional period as is reasonably required, and the other party shall have the right but SHALL not be obliged to forthwith cancel the lease and claim damages which it may have suffered by reason of the other party's breach of contract.

12. **WHOLE AGREEMENT**

The parties acknowledge and agree that this document constitutes the entire agreement between them and that no representations, warranties or the like have been given or made by parties or by their respective Agents, representatives or employees other than such as are contained herein, No variation or amendment to the conditions of this lease will be of any force or effect if it is not reduced into writing and signed by or on behalf of both the lessor and the lessee.

Certified true copy of the Original  
Sign: *DR* Date: *10/10/2021*  
**DITRICK RAPHAEL**  
Advocate, Notary Public & Commissioner  
for Oaths

IN WITNESS WHEREOF, the parties have executed these presents in the manner herein after appearing.

SIGNED and DELIVERED at MWANZA  
by the said Mahmoud Akrabi on  
behalf of AFRILINE GT LTD who is known  
to me personally/identified to me by .....  
MAHMUD.....the latter being  
known to me personally in my presence  
this 1<sup>st</sup> Day of OCTOBER 2020

*MAA*

Afriline Gt Ltd.  
P.O. Box 2189 MWANZA

AFRILINE GT LTD  
(Lessor/Landlord)

BEFORE ME:

Signature: *Geoffrey Reuben Kishosha Reuben.*

Postal address: *5214  
MWANZA*

Qualification: *ADVOCATE*



SIGNED and DELIVERED at MWANZA  
by the said Jannie Rossouw on behalf of  
TRI-PUMP TANZANIA LIMITED  
who is known to me personally/identified  
to me by MAHMUD..... the later being  
known to me personally in my presence  
this 1<sup>st</sup> day of OCTOBER 2020

*JR/SC*

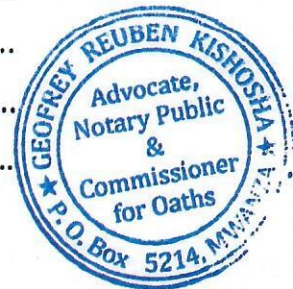
TRI- PUMP TANZANIA LIMITED  
(Tenant/Lessee)

BEFORE ME:

Signature: *Reuben. Geoffrey Reuben Kishosha*

Postal address: *5214  
MWANZA*

Qualification: *ADVOCATE*



Prepared by:

Afriline GT Ltd *MAA*  
P.O BOX 2189,  
MWANZA.

Certified true copy of the Original  
Signed *DR* on *10* Date: *10/02/2021*  
DITRICK, RAPHAEL  
Advocate, Notary Public & Commissioner  
for Oaths