

THE LAND REGISTRATION ACT (CAP. 334)

LONG TERM LEASE AGREEMENT

**C.T: NO. 142356
PLOT NO. 84
BLOCK "M" KEREGE
KEREGE URBAN AREA**

THIS LEASE AGREEMENT is made is 1st day of July 2019

BETWEEN

KAMAL ALLOYS LIMITED of P. O. Box 10392, DAR ES SALAAM
(herein after referred to as "Landlord") of the one part

AND

KAMAL REFINERY LIMITED of DAR ES SALAAM (herein after referred to as
"Tenant") of the other.

WHERE BY IT IS AGREED by and between the parties here to as follows:

1. **IN CONSIDERATION** of a sum of **United States Dollars Zero Decimal Zero Seventy Five (US\$ 0.075) Only** per square meter per month which shall be paid upfront for all of the term of the lease, the Landlord and the Tenant covenants hereinafter reserved and contained the Landlord **HEREBY DEMISED UNTO** the Tenants the property being **All that Land known as Plot No. 84 Block "M" Kerege in Kerege Urban Area held and comprised under the Certificate of Title No:142356 having an area measuring 4945 SQM** (hereinafter referred to as "Demised Premises") **TO HOLD** the Demised Premises for **Unexpired Term of Right of Occupancy less one year** commencing on the date of signing of this Lease Agreement.
2. The Tenants **HEREBY COVENANTS** with Landlord to the intent that the obligations shall continue throughout the said term as follows:
 - 2.1. To pay all rent for 3 years by the date of signing this agreement
 - 2.2. To pay the cost of getting water connection and water meter from DAWASCO and power connection and electric meter from TANESCO.
 - 2.3. To pay discharge sewerage charges attributable to and charges of electricity and water consumed or used in the Demised Premises.

W/H. Dollar

$$370.875 \times 2278.07 \times 12 \times 10\% = 1,013,855.1/2$$
$$370.875 \times 2278.07 \times 12 \times \frac{1}{6} = \frac{1,013,855.1/2}{1500/2}$$

- 2.4. To pay land rent payable to the Government of Tanzania on annual basis and take all the approvals from all relevant authorities before carrying out any construction activity.
- 2.5. To erect buildings on premises for the use of Industry purposes only in accordance with Planning Regulations.
- 2.6. To fulfill all the obligations and conditions provided to the Landlord in the Certificate of Right of Occupancy No. **142356**
- 2.7. To erect or install such alterations or improvements in or in addition to the Demised Premises as may be necessary or convenient for the Tenants and such improvement shall form part of the Demised Premises.
- 2.8. Not to do, or suffer on the Demised Premises or any part thereof, any act, matter or thing whatsoever which may be or tend to be annoyance, nuisance damage or disturbance of the co occupiers and/ or occupiers of any adjoining or neighboring property.
- 2.9. Not to use, or suffer the Demised Premises for any illegal or immoral purpose.
- 2.10. To yield up the Demised Premised with the fixtures and fittings and additions thereto as the expiration or sooner on determination of the said term in good and substance repair and condition in accordance with the several covenants herein contained.
- 2.11. To comply with all the Laws & Statutory Regulations of the United Republic of Tanzania.

3. The Landlord **HEREBY COVENANTS** with the Tenants as follows:

- 3.1 That the Tenants paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenants, the tenant shall peaceably hold and enjoy the Demised Premised throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 3.2 Not to interfere in any way with the maintenance or management of the property.

4. **PROVIDED FURTHER** that:

- 4.1 The Tenants shall have the right to mortgage, sublet, the Demised Premises or any part thereof without consulting the Landlord.
- 4.2 The Tenants shall have power to create a sub title in respect of the said lease without consulting the Landlord.
- 4.3 That at the expiry of the term hereby created, and if the Tenants so desires, they shall be given the first option to renew.
- 4.4 The Landlord hereby warrants that the plot is free from any and all encumbrances and that the landlord has not entered into any agreement concerning this property
- 4.5 The provisions of this lease shall be binding on the parties, their agents, assigns and successors of title

IN, WITNESS WHEREOF the parties here in above have set their hands on this presents at Dar es Salaam on the day, the year and in the manner hereinafter appearing

SEALED with the **COMMON SEAL** of the said
KAMAL ALLOYS LIMITED

in the presence of us this 1st day of
July 2019.

LANDLORD'S SEAL



NAME Gagan Santosh Gupta
SIGNATURE: [Handwritten Signature]
POSTAL ADDRESS: P.O. Box 10392, DSM
QUALIFICATION: Director/Company Secretary

NAME SATYAM GUPTA
SIGNATURE: [Handwritten Signature]
POSTAL ADDRESS: 10392, DSM
QUALIFICATION: Director/Company Secretary

STAMP DUTY 7
TShs. 1,116,740.60 Collected
Receipt No. 21422405 Date 05-02-2020
For [Handwritten Signature]
Regional Manager - Tembeke

SEALED with the **COMMON SEAL** of the
said **KAMAL REFINERY LIMITED**

in the presence of us this 1st
day of July 2019.



TENANT'S SEAL

NAME Ajay Jha

SIGNATURE: [Signature]

POSTAL ADDRESS: 10392

QUALIFICATION: Director/Company Secretary

NAME SATYAM GUPTA

SIGNATURE: [Signature]

POSTAL ADDRESS: 10392 DSM

QUALIFICATION: Director/Company Secretary

BEFORE ME:

NAME: GERALD RICHARD RIVA

SIGNATURE: [Signature]

POSTAL ADDRESS: P.O. BOX 60507 DAR-ES-SALAAM

QUALIFICATION: Commissioner for Oaths.

