

**THE REGISTRATION OF DOCUMENTS ACT
CAP212**

LEASE AGREEMENT

BETWEEN

MARINA TOWERS LIMITED

AND

CVF TRUCK EQUIPMENT TRADING LIMITED

LEASE AGREEMENT FOR PLOT NO 20 KURASINI
DAR ES SALAAM



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**THE REGISTRATION OF DOCUMENTS ACT
(CAP 117)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam within the Republic of Tanzania on this 03rd day of February, 2021.

BETWEEN

MARINA TOWERS LIMITED, a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212, replaced by Act. No. 12 of 2002) of P.O. Box 5998, DAR ES SALAAM (hereinafter referred to as "the LESSOR", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

AND

CVF TRUCK EQUIPMENT TRADING LIMITED, of P.O.BOX 72354, DAR ES SALAAM (hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS,

The LESSOR is the owner of all those premises known as area NO SC 34 KURASINI measuring 2500 sqm situated at KURASINI AREA ,DAR ES SALAAM TANZANIA .

AND WHEREAS the LESSOR has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of 7(SEVEN) Years commencing on the 01st day of March, 2021 (hereinafter called effective date) TO 29th day of February, 2028 (renewable by mutual agreement) at a monthly rent of USD.1,300.00 (USD. One Thousand Three Hundred Only) payable in Tanzanian shillings only at the prevailing Commercial bank's exchange rate, the rent is payable 12 (Twelve) Months in advance.



- (b) Lessee to withhold 10% of the rental rate, service expenses, and security charges and remit to TRA on Lessor's behalf. Proof of payment to be submitted to Lessor.
- (c) To pay all charges for electricity, telephones, Water and sewerage Charges, if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges.
- (d) It is specifically agreed that the power will be generated either through TANESCO and/or a Public Utility Co authorities or through stand by generator. The power so utilized will be metered through a common meter provided to all the tenants. Units of power consumed between both sources will be prepaid by the tenant.
- (e) Not (without the previous consent in writing of the Lessor) to make any alterations or additions to the demised premises or to cut maim or injure any walls, structures, or timbers thereof.
- (f) To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, etc, in good repair and tenantable condition fair wear and tear excepted.
- (g) 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 statues or local regulations or by Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbors, or public.
- (h) To permit the Lessor or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the Lessee's Responsibility).
- (i) To use the demised premises for use and occupation as a residential premises for use by one family only and not to assign sublet, or part with possession of the demised premises without the previous written consent of the Lessor. In the case of a company any misdemeanors or breaches of the occupants shall be automatically imputed upon the Company, Tenant, Lessee, jointly and severally in all respects with the occupant, and or the person committing the breach or misdemeanor. Such breach includes those committed by the agents, employees, or invitees of the Lessee, whether by carelessness or negligence.

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- (j) Not to do or permit or suffer to be done anything whereby any insurance of the demised premises against loss or damage by fire or other risks covered by the Lessor's insurance policy may become void or avoidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrence.
- (k) To yield up peaceably the demised premises to the Lessor or its agent or Nominee at the expiration of the fixed term aforesaid in good and tenantable Repair and condition in accordance with the covenants herein before Contained allowing for normal wear and tear.
- (l) Not to park trucks or any other commercial vehicle in the compound of the Demised premises and common areas.
- (m) Not to allow or keep animals within the demised premises or the compound.
- (n) To give notice of at least 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 twelve months.
- (o) The Lessee is obliged by the TRA regulations to have this lease document duly registered with the Revenue Authorities by paying the necessary stamp duty assessed by TRA.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) To keep the main structure, roof, drainage system, sewer system, electrical system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises.
- (c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human inhabitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.

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(d) The lesser and/or his agents shall not be liable for any damage or Robbery to any personal belongings or personal injury or personal life of the Lessee and/or the occupants of the demised premises.

(e) The Lessee shall be responsible for safekeeping of his personal belongings

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

(a) That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days after the same shall have become due (whether formally or legally demanded or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations here in contained and its part to be performed and observed the Lessor shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other

(b) Pursuant to the aforementioned 3(a), The Lessee hereby gives undisputed/unconditional rights to the Lessor to enforce his right to re-occupy the demised premise and conduct his business in his normal course of business. The Lessor also has an option to charge to levy 2% Interest on overdue payments.

(c) In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement. Should the Landlord fail to repair the Premises within one (1) month of being notified of the necessary repairs, the Tenant reserves the right to have the necessary repairs of the Premises carried out at the Landlord's expense, by deducting them from future rent payments to the Landlord, or by the Landlord returning the portion of the paid rent to the Tenant.

(d) The agreed rent is subject to review after every twelve Months as agreed between both the Parties.

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- (e) The Lessor and/or his agents shall not be liable for any injury what's ever to the Lessee invitees servants or visitors of any kind wherever on the demised premises, including injury caused by the diligent working of machinery by tradesman on the demised premises and the Lessor. Management Company gives no warranty that the swimming pool, gym, Sauna/steam room and other amenities are legally or physically fit for the purposes intended and the Lessee is required to conduct personal verification and investigation in order to satisfy himself on the fitness of the same and uses at his own risk.
- (f) The Lessor shall keep the building(s) and his chattels insured against fire and theft and it is the responsibility of the Lessee to insure his or her own chattels against fire and theft and themselves personally against injury or death.
- (g) The Lessee will provide evidence of his right to reside in Tanzania by providing:-
- i. In case of a corporation, a certificate of **INCORPORATION OF THE COMPANY AND TIN CERTIFICATE.**
 - ii. In case of a person, a copy of the passport and copy of residence permit

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Mode of payment should be made by either Crossed Cheque or Telegraphic Transfer to:-

BENEFICIARY : **MARINA TOWERS LTD**
BANKERS NAME : **EXIM BANK TANZANIA LTD**
BRANCH : **EXIM TOWER, GHANA STREET,**
: **DAR ES SALAAM**
: **TANZANIA**
CURRENCY : **US DOLLARS**
ACCOUNT NO : **0010049900**
CURRENCY : **TZ SHILLINGS**
ACCOUNT NO : **0010049899**
SWIFT : **EXTNTZTZ**

 ZP

IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS the day year first above written.

SEALED with the COMMON SEAL of the said MARINA TOWERS LIMITED And DELIVERED before us this day of2021.

MARINA TOWERS LIMITED
P.O. Box 5998
DAR-ES-SALAAM

SEAL

Signature:
Designation: DIRECTOR
Address: P. O. BOX 5998,
DAR-ES-SALAAM.

SIGNED and DELIVERED by the said CVF TRUCK EQUIPMENT TRADING LIMITED Who is known to me personally/identified To me by latter Being known to me personally in my presence Thisday of 2021.



Name:
Signature:
Postal Address:
Designation:

KINDLY ATTACH PASSPORT SIZE PICTURE

10/3/2021
WT = 1560 USD ≈ 3,588,000/=
(S) = 156 USD ≈ 358,800/=
TOTAL = 3,946,800/=

TIN NO: 139-238-826

CONTACT PERSON :
PHONE NO : +255 759 999 338
CELL NO :
EMAIL ADD : aoklypowerbattery@gmail.com
OCCUPANT NAME : CVF TRUCK EQUIPMENT TRADING LIMITED

STAMP DUTY
She. 358,800 collected
Receipt No. 9984/2228481
Dated 11/03/2021
Regional - Manager Kinondoni Tax Region

Received by
GLORIA W. MBASHA
ADVOCATE
11th. 03. 2021

