

TACHI BOARD LIMITED

P.O Box 20653,
Phone 255 222 630 409/862 054
Mobile 0754 306 445
Fax 255 222 630 434
Email: buildingcentre@africaonline.co.tz

LEASE AGREEMENT

THIS LEASE is entered into on this 1st day of 1 2020.

BETWEEN

TACHI BOARD LIMITED a private company incorporated with limited liability in the United Republic of Tanzania of P.O.Box 20653 Dar es salaam with Plot No 292, Tegeta Kinondoni Dar es salaam herein after referred "the Lessor" of the one part;

AND

KILIMA CITY INTERNATIONAL COMPANY LIMITED of P.O.Box 11227 Dar es Salaam 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 (1409SQM) and Three Residential Bed Rooms allocated on Plot No.292, Tegeta –Kinondoni, Dar es salaam City (hereinafter referred to as the "Demised Premises") and desirous of leasing the same to lessee.
- B. The Lessee is desirous of taking on lease the said Demised Premises for the said consideration and upon the terms and conditions hereinafter appearing; and
- C. The Lessor and Lessee have negotiated and agreed on the said 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 Demised Premises for a period of Five (5) years (the Lessor Terms) starting from **1st September 2020 to 31st August 2025** with option to renew the Lease Term by consent of both parties to the lease agreement.




2. RENT PAYABLE

The consideration for the lease of Godown shall be \$ 1409 (United States dollar, One Thousand Four Hundred and Nine Only) per month which make \$ 16908 (United States dollar, Sixteen Thousand Nine Hundred and Eight Only) per annum whereby rent shall be payable after every three (3) months each year.

AND the consideration for leasing the three bed rooms shall be \$ 3000 (United States dollar, Three thousand only) per annum which shall be paid once a year.

That the agreed Rent Amount are Taxes exclusive which it will be paid separate by Lessee.

3. THE LESSEE COVENANTS WITH THE LESSOR:

- i. To pay **WITHHOLDING TAX** and provide receipt to the Lessor within 30 days.
 - ii. To pay **STAMP DUTY FEES** in connection with the preparation, execution and the validation of the lease agreement.
 - iii. To take reasonable care for ensuring all time the rented compound are clean within and outside of the rented compound.
 - iv. To install a transformer, electrical line and meter for his electricity uses and installation of water meter and water supply system at his cost. Also the Lessee will be paying water and electricity bills according to his consumption.
 - v. To hire their own security for the premise that they are renting.
 - vi. To not assign, sublet or part with possession of the Demised Premises or any part thereof without the written consent of the Lessor.
 - vii. To permit the Lessor and/or his agents with or without workmen at the reasonable terms 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 to the Demised premises under the Lessor's covenants on his behalf
 - viii. To use the godown for production only and three bed-Rooms for residential and office purpose, but the lessee may use the leased premises for any purpose upon obtaining the prior from the lessor;
 - ix. To live in harmony with, and not to cause any nuisance to the occupants of neighboring residences and observe relevant municipal laws and regulations.
 - x. 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
 - xi. 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.
 - xii. 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.
 - xiii. To ensure that all outstanding bills for electricity and water are paid two months before vacating the Demised Premises.
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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 not involve the Lessee in the contribution for water, electricity and security bills since the Lessee has an independent transformer for electricity, a well for water and has hired his own security.
- iv. That, the Lessor shall ensure that, the demised premises are in good and habitable condition e.g. leaking roof, undone roofing, painting and repairs to electrical and sanitary fittings, fixtures 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. If the Lessor shall wish to sell or otherwise dispose of the Demised Premises, Shall notify the Lessee in writing of the Lessor's intention to do so and the Lessee's interests shall be expressly taken care of in the consequential sale or transfer agreement.
- ii. The Lessee shall not be allowed to modify, add or correct new structures on the Demised premises without prior permission from the Lessor).

6. 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 without giving Lessee Notice.
- ii. **EITHER PARTY** shall have the option to terminate the Lease Agreement by giving a 3 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.

7. 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 one year the Lessee shall give the Lessor three 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
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the above given postal 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.

8. DOMICILIUM CITANDI ET EXECUTANDI

i. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax.

ii. Either party may by notice to the other party change the physical address chosen as its domicile.

9. ARBITRATION

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 decided by arbitration in accordance with the provisions of the Arbitration Act (CAP 15 R.E 2002) or any statutory modification thereof or any Act for the time being amending or replacing the same.

10. 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, whenever disputes arises concerning the leased premise shall be resolved amicably upon failure then the matter shall be taken to court of law.

11. 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"

12. FORCE MAJEURE

Neither party shall be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Parties reasonable control.

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a either party and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible under the circumstances and includes, but is not limited to Government Gazette Notice, war, earthquakes, fire, explosion, storm flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

13. AMENDMENTS AND WAIVERS

No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by Lessor and Lessee. No waiver by any Party of any default,

misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

14. CONFIDENTIALITY

Parties mutually undertake to treat all information, particularly concerning the content of the Agreement, product specific information and business and trade secrets, with the strictest confidence and to keep them secret from third parties.

15. ENTIRE AGREEMENT

This agreement contains all covenants, stipulations and provisions agreed by both Parties. No agent or representative of either party has authority to make any changes and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not stated herein.

16. MISCELLANEOUS PROVISIONS:

Any provision of this agreement, which is or may become prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions.

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

**SIGNED and DELIVERED by the said
TACHI BOARD LIMITED**

Who is personally known to me /identified
to me by

The latter being known to me personally, in

My presence this 1st day of 9 2020

Name ADOLBERTH Z. MAIMU

Signature

Postal Address P.O. BOX 20653 DARES SALAM

Qualification DIRECTOR

Name

Signature

Postal Address

Qualification



LESSOR

SEALED with a COMMON SEAL of the Said

KILIMA CITY INTERNATIONAL COMPANY LIMITED and

Delivered in our presence this 1 day of APRIL, 2020

Name: JIE TONG

Signature: 

Qualification: DIRECTOR



In the presence of:

Name: VICTORIA SIMON NGUYI

Address: 1980 DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS



S/duty = 28,800
WHT 7% 48,000

Total = 76,800

06/4/20

STAMP DUTY
Shs: 28,800 Collected
Receipt No: 21920091 Date: 06/4/20
Regional Manager-Nala Tax Region