

**LEASE AGREEMENT**

**BETWEEN**

**ALBENAA INVESTMENTS LTD.**

**AND**

**TAISHAN TECHNOLOGY (T) LTD.**

**In respect of**

**Godown No. 7A AND 7B**

**Plot No. 39, Port Access/Mandela Road, Dar es Salaam**



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## LEASE AGREEMENT

THIS LEASE AGREEMENT MADE THIS 15<sup>th</sup> DAY OF October, 2020.

**ALBENAA INVESTMENTS LIMITED**, a limited liability company incorporated in Tanzania with its registered office in Dar es Salaam of Post Office Box 32527. Dar es Salaam (hereinafter called "the Lessor" which expression shall where the context so admits include its successors and assigns) HEREBY LEASES to **TAISHAN TECHNOLOGY (T) LTD.** (TIN: 144-239-938) with its registered office in Dar Es Salaam of Post Office Box. \_\_\_\_\_, Dar es Salaam (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) ALL THAT Warehouse No .7A without mezzanine (410sqmtrs.) and 7B with mezzanine (270sqmtrs.) in the Building on Plot Number 39 along Port Access Mandela Road area of the City of Dar es Salaam (hereinafter called "the demised premises") for a term of **THREE (3) year** from **1<sup>ST</sup> NOVEMBER, 2020 to 31<sup>ST</sup> OCTOBER, 2023** at the monthly rent of **US\$2,040.00 (US DOLLARS TWO THOUSAND AND FORTY ONLY)**, payable **YEARLY** in advance on execution of this Lease Agreement and prior to possession of the demised premises and subject to the terms and conditions as hereinafter appearing. Grace period will be provided for 16 days starting 15<sup>th</sup> October, 2020 to 31<sup>st</sup> October, 2020.

**PROVIDED THAT** the payment of the rent shall be subject to an addition of VAT to the said rent and the deduction of the statutory with-holding Rent tax which shall be remitted to Tanzania Revenue Authority by the Lessee on behalf of the Lessor and the photocopy Receipt whereof shall be provided to the Lessor within thirty days of the date of payment of the rent and stamp duty should be paid by Lessee. **INCASE** of any **TAX EXEMPTION**, certificate of exemption should be provided from the concerned authorities.

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

- a) To pay the rent with VAT in the manner aforesaid.
- b) To pay to the authority concerned for the supply of electricity and the charges for telephones and sanitary and refuse removals. Any additional facility required to be installed by Lessee's expenses.
- c) To keep the interior of the demised premises including fittings and fixtures forming part of the demised premises in good tenable condition.
- d) Not to make any structural or permanent alterations or additions to the demised premises without the prior written consent of the Lessor.

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- e) Not to assign sub-lease or part with the possession or cease occupation of the demised premises or any part thereof during the term of the Lease.
- f) To use the demised premises for lawfully commercial purpose only connected with the Lessee's line of business.
- g) Not to use or permit to be used the demised premises in a way which would create nuisance or annoyance to neighbors.
- h) To take adequate precautions against risks of fire and not to do anything which might invalidate any insurance policy effected by the Lessor covering the said Property or which might increase the premium. The lessee shall not store any hazardous goods or materials on the demised premises. Lessee shall insure his property by self. Any damage caused to the demised premises or to the part of the property, by the act of Lessee all expenses shall be borne by the Lessee.
- i) To keep the demised premises, clean and tidy and to comply with all Municipal, health and other regulations applicable to the uses to which the demised premises are or shall be applied.
- j) To use and maintain the cleanliness of the toilets as common with the other Lessee on the said premises.
- k) To comply with the arrangements set by the Lessor from time to time for the security of the said building and the premises comprised therein.
- l) To provide to the Lessor photocopy of the Receipt issued by Tanzania Revenue Authority for the Rent Tax paid within fourteen days of the monthly payment of rent.
- m) To yield up the demised premises at the expiration of the term hereby created or sooner termination, as the case may be, in good tenantable repair and condition with the exception of reasonable wear and tear unless the term is renewed by the Lessor in accordance with the provisions herein mentioned.

**2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:-**

- a) To pay all existing and future land rent, rates, taxes, assessments, impositions and outgoing which are payable by the Lessor as the Landlord and which may hereafter be imposed or charged on the Lessor as the owner in respect of the said building comprising the demised premises.

*Handwritten signature*



- b) To keep the exterior of the demised premises together with ceilings and main structure walls of demised premises in good tenable repair and condition.
- c) To supply or ensure continuous supply of water at its own cost to the demised premises.
- d) That the Lessee paying the rent hereinbefore reserved and performing and observing the several covenants and stipulations herein on its part contained shall be entitled peacefully to hold and enjoy the demised premises during the term hereby created without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

**3. THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE AND DECLARE as follows:-**

- a) That the supply of alternative electricity by a Generator, if provided, has to be reimbursed to the Lessor by Lessee at actual or proportionate.
- b) That if the rent hereby reserved or any part thereof or the Service Charges shall at any time be not paid within seven days of the due date or if the Lessee shall at any time omit to perform or observe any stipulation on its part herein contained THEN the Lessor may at any time thereafter terminate the current Lease AND enter upon the demised premises or upon any part thereof in the name of the whole and hereforth the Lease hereby created shall determine but without prejudice to any claim of the Lessor in respect of any antecedent breach of any of the Lessee's covenants herein contained.
- c) The Lessor (at his sole option and decision) may at or before the end of the lease period grant to the Lessee a new lease of the said premises. Not less than One (1) months before, the Lessee gives to the Lessor written notice that the Lessee wishes to terminate or enter a new lease for the said premises, and when the new lease is granted there is no subsisting breach of any of the Lessee's obligations.
- d) That all matters arising from or in connection to this Lease shall be governed and construed in accordance with Tanzanian Laws.
- e) That this Lease may be extended for further one year by a mutual consent by an exchange of letters between the parties hereto.
- f) That the fee for preparation of this Lease and stamp duty on the Lease shall be paid by the Lessee.

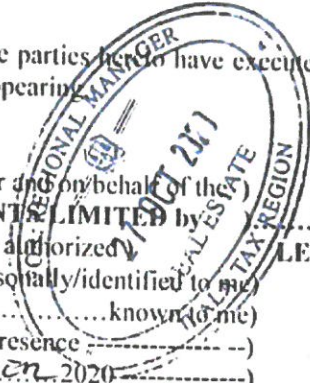
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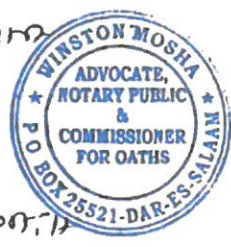
g) That any Notice under this Lease shall be in writing. Notice to either party by the other shall be deemed to be sufficiently served if sent by registered mail at their respective postal address shown hereinabove.

IN WITNESS WHEREOF the parties hereto have executed these presents on the days and in the manner hereinafter appearing

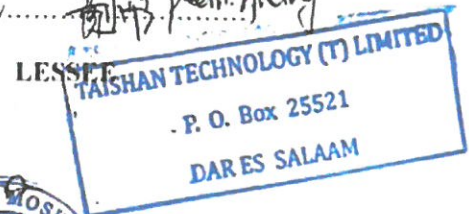
SIGNED and DELIVERED for and on behalf of the  
Said ALBENAA INVESTMENTS LIMITED by  
MALEK JABER... as its duly authorized  
official who is known to me personally/identified to me  
by ..... known to me  
known to me personally in my presence  
this 15<sup>th</sup> day of OCTOBER 2020



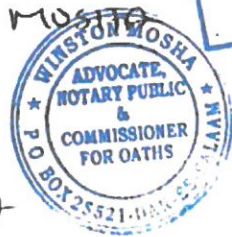
Signature: [Signature] (WINSTON MOSHA)  
Postal Address: P.O. Box 25521  
DAR ES SALAAM  
Qualification: COMMISSIONER FOR OATHS



SIGNED and DELIVERED for and on behalf of...  
the said TAISHAN TECHNOLOGY (T) LTD. By Xiaoxing Huang  
as its duly authorized official who is known to me...  
Personally/identified to me by [Signature] peent/huang  
The latter being known to me personally in my -----  
Presence this 15<sup>th</sup> day of October 2020...



Signature: [Signature] (WINSTON MOSHA)  
Postal Address: P.O. BOX 25521  
DAR ES SALAAM  
Qualification: COMMISSIONER FOR OATHS



TIN: 144-239-938.  
s/DUTY: 244.8 USD.

WHT: 2448 USD ( Payable yearly, Nov 2020 - Nov 2021)

2692.8 USD.  
Exchange rate = 2309.

Add: COPY 1500/=  
21/10/2020.

