

THE REGISTRATION OF DOCUMENTS ACT (CAP 117)

DATED THIS 30th DAY OF September, 2020

LEASE AGREEMENT

BETWEEN

CHIMATI REALTIES LIMITED

AND

AUTO BOT MAGIC INDUSTRIAL COMPANY LIMITED

In Joint Venture with

BIG BANG MACHINE AND PARTS COMPANY LIMITED

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom center of the page.

LEASE AGREEMENT

AN AGREEMENT MADE this 30th Day of Sept 2020 between
CHIMATI REALTIES LIMITED, Post Office Box 68826, Dar Es Salaam (hereinafter referred to as
"the Landlord") which expression shall where the context so admits include his successors and
assignees of the one part and **AUTO BOT MAGIC INDUSTRIAL COMPANY LIMITED** of Post
Office Box 72536, Dar Es salaam (hereinafter called "the Tenant") which expression shall where
the context so admits inc

lude his successors and assignees of the other part. **In JOINT VENTURE with BIG BANG
MACHINE AND PARTS COMPANY LIMITED** of Post Office Box 55013, Dar Es salaam

WHEREAS the Landlord agrees to rent part of their industrial premises at **PLOT 2360/75/C PUGU
ROAD, DAR ES SALAAM** (hereinafter referred to as "the demised premises")

AND WHEREAS the Tenant is desirous of renting the demised premises from the landlord.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. TERM OF TENANCY

The Landlord shall lease to the Tenant the demised premises being **PLOT NO. 2370/75/C**, the
FRONTAL OFFICE BLOCK with its areas as stated in schedule A from the **1st day of
October, 2020** for 5 year(s) expiring on the **30th of September 2025**

The **AUTO BOT MAGIC INDUSTRIAL COMPANY LIMITED** will be recognised as the **Main
Tenant** and **BIG BANG MACHINE AND PARTS COMPANY LIMITED** will work under the
tenancy of **AUTO BOT MAGIC INDUSTRIAL COMPANY LIMITED**

2. RENT AND DEPOSIT PAYABLE

a) The Tenant shall pay a monthly rent as per schedule:

1. The rent will be shared by these two company
2. The rent of **the Frontal Office block** comprises **1,750 square
Meters** with its surrounding area: The rent of **\$4,000 (United States
Dollar Four Thousand only)** per month exclusive of VAT, payable
Twelve months in advance. With payment schedule as follows:



3. **First year** on signing the leases the total rent will be **USD 48,000 (United States Dollar Forty Eight Thousand only)**

4. **All Invoices and payments** will be issued in the name of **Chimati Realities Limited**

5. **Payments Details :**

Bank name:	- NCBA TANZANIA) LTD
Branch name & branch sort code:	- Samora Avenue Branch
Swift code:	- CBAFTZTZ
IBAN number (if known):	-
Bank account holder name:	CHIMATI REALTIES LIMITED
Bank account number:	100631100028
Bank account currency:	US DOLLARS

b) The Tenant shall on signing the lease pay in favour of the Landlord a **security deposit** equivalent to **ONE month's rent**. This deposit shall be retained throughout the term of the lease by the Landlord as security for the Tenant's performance of all obligations under the lease. The deposit will be repaid to the Tenant at the end of the term without interest subject to the Tenant having fully complied with the terms and conditions of the lease and less outstanding expenses, costs, utility bills and funds owed to the Landlord.

3. THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

The Tenant and its assigns, and to the extent that obligations (save where they are satisfied earlier) shall continue throughout the term of this lease agreement hereby created, covenants with the landlord as follows:

- (a) To pay all rent listed in **clause 2 (a) 1, 2, 3, & 4**, hereinafter be assessed on the demised premises or any part thereof on the Landlord or the Tenant in respect thereof;
- (b) To take due care to pay utilities as listed in **Schedule A** attached.
- (c) To accept responsibility for and pay for the items listed in **clause 2 (a)** on demand, fair wear and tear accepted.
- (d) To permit the Landlord or his agents at all reasonable times during the said term of this lease agreement with or without workmen or others, to enter upon and examine the condition of the demised premises and in case the same shall be found to be defective or



In need of repair, to leave notice in writing on the demised premises of such maintenance for which the Tenant is liable under the provisions of paragraph (b) hereof requiring the Tenant to make good the same in a proper manner to the satisfaction of the Landlord within the space of one calendar month next after every such notice shall have been left as aforesaid;

- (e) Not to make any alteration or additions to the demised premises without first obtaining consent in writing from the Landlord;
- (f) Not to cut maim or injure any of the walls or timber of the demised premises or the said building or suffer or permit the same to be done;
- (g) To use the demised premises for commercial and industrial purpose only.
- (h) Not to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without the consent in writing of the Landlord first obtained but such consent shall not be unreasonably withheld **AND IT IS HEREBY AGREED AND DECLARED** that upon any breach of this covenant by the Tenant or if the rents or any part thereof shall be in arrears and unpaid for thirty (30) days after the same shall have become due (whether legally demanded or not) it shall be lawful for the Landlord to re-enter upon the demised premises and the Tenancy hereby granted shall determine absolutely but without prejudice to the rights of action of the Landlord in respect of the Tenant's covenants herein contained.
- (i) 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 Landlord's insurance policy may become void or increased and or voidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Landlord all such excess premium and to make good any losses suffered due to non coverage of such occurrences.
- (j) To pay the costs of and incidental to this lease including Stamp duty, VAT, consent and registration fees that shall become payable by virtue of this transaction



4. THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

- (a) The Tenant having occupied the said demised premises and observing and performing the several covenants on his part shall peacefully hold and enjoy the demised premises without any interruptions from the landlord or his agent;
- (b) The landlord shall maintain adequate insurance cover over the demised premises and the Landlords fixture, fittings, furniture and furnishings therein against loss or damage by fire and such other risks as the Landlord deems desirable or expedient.
- (c) In case of damage of the leased PREMISES or its appurtenances by fire, earthquake, war or any other unforeseen cause, the Tenant shall immediately give notice thereof to the Landlord. If the leased PREMISES shall be damaged by fire or other cause without the fault or negligence of the Tenant, or its agents, clerks, servants or visitors, the injury shall be repaired, at the expense of the Landlord, as speedily as possible, after such notice; but if leased PREMISES be so nearly destroyed as to make it untenable, without the fault or neglect of the Tenant, either party may demand rescission of this contract. All advance but unused rentals shall be refunded less taxes paid by the Landlord to the Tenant without necessity of demand.

5. PROVIDED ALWAYS and it is hereby expressly agreed and declared that:-

- (a) Except where the Tenant is responsible for the damage sustained, as contemplated in 4(e) above, the Landlord will make good the repair within a period of three months PROVIDED THAT if the Landlord shall fail or neglect to reinstate the demised premises as aforesaid within a period of three (3) months from the date of such damage or destruction then the Tenant at his own option may terminate this lease agreement forthwith by notice in writing and thereupon this Lease Agreement shall be absolutely determined and the Landlord shall refund to the Tenant any rent recovered in advance for the unexpired period of the Lease. Provided that, with consideration of the taxes which has already been paid vide the total rent paid by



the Tenant as specified in paragraph 2 (a) herein, the said amount to be refunded to the Tenant shall be subject to the deduction of the said taxes.

(b) Should the Landlord require possession of or Tenant desire to vacate the demised premise Six (6) months notice of his desire in writing to the other party. In the case of such eventuality the Landlord agreed to reimburse the tenant with the balance of the rent paid in advance but with consideration of the taxes which has already been paid vide the total rent paid by the Tenant as specified in paragraph 2(a) herein, the said amount to be refunded to the Tenant shall be subject to the deduction of the said taxes.

(c) If the Tenant shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted, shall, not less than three (3) months before expiration of the term hereby granted, have given to the Landlord notice in writing of his such desire and if he shall have reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of such years and at a rent to be mutually determined by the parties hereto;

6. NOTICES:

Any notice under this agreement shall be in writing and shall be sufficiently served or dispatched by registered post to the address of the addressee as stated in the first paragraph of this Lease Agreement.

7. DISPUTES:

All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter in any way connected with or arising out of or in



relation to the subject matter of this lease shall be dealt with in accordance with the laws of Tanzania for the time being in force.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month, year first appearing and in the manner mentioned:

SIGNED, SEALED and DELIVERED at Dar Es Salaam
by the said Derrick N. Ubwe
in my presence this 30th day of Sept 2020



for

CHIMATI REALTIES LIMITED,

[Signature]

BEFORE ME:

.....
COMMISSIONER FOR OATHS

SIGNED, SEALED and DELIVERED at Dar Es Salaam
by the said Lu Zhang
in my presence this 30th day of September 2020



For

AUTO BOT MAGIC INDUSTRY COMPANY LIMITED

[Signature]

BEFORE ME:

.....
COMMISSIONER FOR OATHS

SIGNED, SEALED and DELIVERED at Dar Es Salaam
by the said JUN XIAO
in my presence this 30th day of Sept 2020

For

BIG BANG MACHINE AND PARTS COMPANY LIMITED



.....



BEFORE ME:

.....
COMMISSIONER FOR OATHS

SCHEDULE A (see clause 3(c) above)

The tenant shall be responsible for the general upkeep of the interior and exterior of the premises and be liable for the cost of the following, fair wear and tear excepted:

1. Insurance – tenant's contents
2. Interior repairs not caused by structural damage
3. Utilities;

Water

Power (Electricity)

Security

SCHEDULE B (see clause 5(d) above)

A handwritten signature in black ink, appearing to be 'Su', written over a horizontal line.

TANZANIA



Certificate of Incorporation

Section 15

No 134489

I HEREBY CERTIFY THAT

BIG BANG MACHINE & PARTS COMPANY LIMITED

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 10TH day of APRIL**TWO THOUSAND AND SEVENTEEN.**

A handwritten signature in blue ink, located in the bottom right corner of the document.

Princ. Asst. Registrar of Companies

CTIN: 0792741



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION
FOR
TAXPAYER IDENTIFICATION NUMBER (TIN)
(ISSUED UNDER SECTION 33 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT
BIG BANG MACHINE & PARTS COMPANY LIMITED

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

133-302-050

WITH EFFECT FROM: 11 April 2017

TRA LOCATION: ILALA

TAX OFFICE:

PHYSICAL LOCATION: PLOT No. 483 BLOCK No. 2B

STREET / AREA: MINDU STREET

ELIAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF