

THE UNITED REPUBLIC OF TANZANIA

**THE LAND ACT, 1999
(CAP. 113 OF THE LAWS)**

**THE RENT RESTRICTION ACT CAP
(CAP. 339 OF THE LAWS)**

LEASE AGREEMENT

BETWEEN

**CONSOLIDATED TRANSPORT LIMITED
(LESSOR)**

AND

**HK INTERNATIONAL (T) LTD
(LESSEE)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 01 day of July, 2022

Between

CONSOLIDATED TRANSPORT LIMITED. Box 42746 Dar Es Salaam, hereinafter to be called 'The Lessor' which expression includes their assigns, agents and successors in title of the one part;

And

HK INTERNATIONAL (T) LTD of P.O Box 39819 Dar es Salaam, hereinafter to be called 'The Tenant' which expression includes their assigns, agents and successors in title of the second part;

WHEREAS the Lessor is the lawful owner of Plot no.22 Kurasini Tom Estate Dar es Salaam City hereinafter called 'the demised premises' which includes Yard, 8 units warehouses, Ground Floor Office, One Apartment and Security Office;

AND WHEREAS the tenant has inspected the said premises and is desirous of leasing it and the Lessor is willing to let it out;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. TERM:

The Lessor shall let the demised premises and the Lessee shall take the said demised premises located on Plot 22, Kurasini Tom Estate Dar es Salaam City from the Lessor for a term of 5 Years commencing on the date of signing the same yearly renewable.

2. RENT

- a. The rent for the demised premises shall be \$3500 (USD Three Thousand Five Hundred Only) per month excluding VAT.
- b. The Rent will be paid yearly.
- c. The 12 or 6 Month's rent shall be paid in Lump sum at the beginning of each 12 or 6 Months period.

- d. The first payment shall be made on the date of signing this Agreement the required government taxes of stamp duty and 10% withholding Tax. Will be paid soon as rent payment is received
- e. The rent shall be paid into lessor's designated Bank Account or in any manner which shall be directed to lessee by the Lessor.

3. THE LESSEE'S COVENANTS:

The Lessee hereby covenants with the Lessor as follows: -

- a) To pay the rent hereby reserved on the days and in the manner and in the currency aforesaid.
- b) To pay the suppliers thereof all charges for telephone, electricity including meter rent (if any) used in the demised premises as well as sewerage, sanitation and conservancy charges with effect from the date the Tenant shall enter into occupation of the demised premises and that the lessor will receipt of the last utility bill paid.
- c) To keep the area safe and the interior of the demised premises and the appurtenances thereof including doors, windows, floors, ceiling, all glasses in the doors and windows, waste water drains and other pipes and sanitary water apparatus therein and other outbuildings, structures and erections as well as fixtures, fittings, equipments and appliances therein in good substantial repair and condition throughout the term (fair wear and tear and damage by accidental fire, tempest or inevitable accident excepted) and to replace the Landlord's fixtures, fittings, appliances and equipment that may be damaged or become damaged beyond repair during and at the expiration or sooner determination of the said term(if any).
- d) Not to make any structural alterations in or additions to the demised premises without the Lessor's written consent: provided that such consent shall not be unreasonably withheld.
- e) To use the demised premises for the business leased for and or storage and other related businesses.
- f) Not to do or permit to be done upon the demised premises or any part thereof anything that may be or become a nuisance,

annoyance, damage or inconvenience to the Lessor, neighbors or occupiers of the property in the neighborhood or in any way interfere with the quiet occupation or comfort of the neighbors.

- h) To comply with the local authority regulations relating to the demised premises.
- i) **SUBLEASE AND ASSIGNMENT:** The Tenant may assign this Lease Agreement or any part thereof with Landlord's consent. The Tenant shall have the right with the Landlord's prior consent to assign this Lease or part of it thereof.
- j) To permit the Lessor or her duly authorized surveyor or agent upon the demised premises and make an inventory of the Lessor's fittings, fixtures, equipment and appliances therein.
- k) Not to take upon, keep, place or store any dangerous or inflammable material in the demised premises.
- l) At the termination or sooner determination of the term hereby created to yield up the demised premises together with all fittings, fixtures, equipment and appliances (if any) in such good, tenantable repair and condition as the demised premise were in at the time of the execution of the Agreement (fair wear and tear excepted)
- m) Not to conduct any illegal business on the leased premises.
- n) Lessor to pay the 10% W/holding tax from agreed rent.
- o) Security of your Goods and Staffs are Lessee's responsibility from the commencing of your tenancy.

4. LESSOR'S COVENANTS:

The Lessor hereby covenants with the Lessee as follows:

- a) To keep the demised premises including the roof, drains, main walls and timbers in good repair and condition during the term hereby created and to remedy such faults in construction inside or outside affecting the demised premises.

- b) To pay the requisite land rent and property tax in respect of the demised premises.
- c) To permit the LESSEE paying the rent hereby reserved and performing and observing the covenants and stipulations herein contained on their part, to peacefully hold and enjoy the demised premises during the term hereby created without any interruption by the LESSOR or any person rightfully through, under or in trust for the LESSOR.
- d) To receive all relevant approvals to sign and perform the terms and conditions of this agreement.

5. RENEWAL

The Lessor will at the written request of the Lessee made three (3) calendar months before the expiration of the term hereby created (Unless the same shall have been determined under any of the provisions herein contained and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained at the expense of the Lessee) grant to its absolute discretion determine and at the prevailing Market Rates or as shall be mutually agreed between both parties.

6. TERMINATION OF THE AGREEMENT

This agreement may be terminated by either party by giving three (3) months notice provided that such notice shall not affect the rent already paid in advance by the Lessee for the duration of the tenancy.

7. MISCELLANEOUS

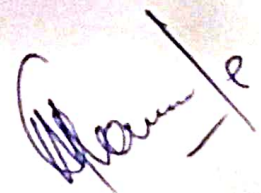
Provided always and it is hereby declared as follows: -

- a) Prior to the expiration of the lease, upon notice issued by the Lessor to the Lessee, the parties shall make a joint inspection of the premises to identify any defects and any damage required to be made good by the tenant prior to handing over of the premises pursuant to clause 4 (c).

- c) If the rent hereby reserved or any part thereof shall be unpaid (whether formally demanded or not) and if there shall be any breach, non performance or non observance by the Lessee of any part of the covenants and conditions hereinbefore contained it shall be lawful for the Lessor at any time thereafter to enter upon the demised premises, and this demise shall absolutely determine without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants by the Lessee hereinbefore contained.
- d) If either party shall desire to determine the term hereby granted, the party shall give the other party month previous notice in writing or the equivalent rent in lieu of notice and in that case the Tenant shall up to the time of such determination pay the rent and in case either party shall perform and observe all the covenants on their part hereinbefore reserved and contained, then immediately on the expiration of such notice the present demise and everything herein contained shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of contract.
- e) If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of the term hereby granted they shall deliver to the Lessor or leave or send by registered post to their last known address in Tanzania notice in writing of not less than a month before the expiration of the term hereby granted and the rent that the parties hereto shall have mutually agreed but subject in all respects to the same terms and conditions herein contained the present clause excepted.

IN WITNESS WHEREOF the parties hereto have signed in the manner and on the day and year hereinafter appearing.

SEALED with Common SEAL of the said
CONSOLIDATED TRANSPORT LIMITED in our presence
This 01st day of December, 2021
at Dar es Salaam



THE LESSOR

CONSOLIDATED TRANSPORT LTD.
P. O. Box 42746
Dar-es-Salaam
Tanzania

E-mail: consolidated@raha.com

SEALED with the Common SEAL of the said)
HK INTERNATIONAL (T) LTD in our presence)
This 01 day of July 2022) THE LESSEE
at Dar es Salaam)

~~Krunal M. Bhesania~~
Krunal M. Bhesania
Director

Signature: ~~Krunal M. Bhesania~~

Name: Krunal M. Bhesania

Address: P.O. Box - 39819

Qualification: Director



BEFORE ME:

Signature: ~~SALUM SELF~~

Name: SALUM SELF

Address: P.O. BOX 15130.

Qualification: WITNESS