



Dated this.....day of 2023

THE LAND ACT

PLOT NO 10 MISUGUSUGU MIOMBONI KIBAHA

TENANCY AGREEMENT

BETWEEN

MOHAMED MANSUR KHALFAN

AND

SUNLINE TRANSPower (T) LIMITED

This LEASE is made this Day of..... 2023





BETWEEN

MOHAMED MANSUR KHALFAN of Post Office Box Number 31386 Dar es Salaam (Hereinafter referred to as "the lessor", which expression shall include, when the context so admits, its successors, transferees and assigns) of the one part;

AND

SUNLINE TRANSPOWER (T) LIMITED of Post Office Box Number..... Dar es salaam a limited liability company incorporated in the United Republic of Tanzania, having its registered office in Dar es Salaam and of Post Office Box Number.....Dar es Salaam (hereinafter referred to as "the lessee" which expression shall include, where the context so admits, its successors, transferees and assigns) of the other part.

WHEREAS:

.The lessor is the registered owner of all that parcel of land known as Plot No 10, Misugusugu miomboni kibaha and is willing and desirous of renting the said Plot, property and premises;

. The lessor is desirous of leasing the premises to the lessee for a term herein below stated and the lessee is desirous of renting the said Plot, property and premises on the terms of this agreement.

NOW, THEREFORE, the parties here to hereby agree to be bound by this Agreement on the terms and conditions more specifically set out hereunder:

° **DEFINITIONS AND INTERPRETATIONS: -**

. In this Agreement, unless the context otherwise requires, the following words shall have the meanings ascribed below: -

° "the lessor" means **MOHAMED MANSUR KHALFAN**

. "the lessee" means **SUNLINE TRANSPOWER (T) LIMITED**



.Thental year" means the period commencing 1 AUGUST 2023 for onr year ends 31 JULY 2024

.The Parties" means (a) and (b) hereinabove

Headings: are included tn this Agreement tor convenience only and shall not be deemed to affect the interpretation of this Agreement.



2.0. Now this deed witnesseth as foliows:

.The lessor herein lets one part of the property 4108 square meters) described herein as Plot No 10, Misugusugu miomboni kibaha unto the lesee,

.The lease shall be for a term of one year effective from the 1 august 2023 and ends on 31" july 2024 subject to the terms of this agreement as to review, renewal and termination.

.The terms of this Agreement may be reviewed every one year by providing three months wiitten notice prior, subject to negotiations and agreement on any new terms and condilions between the parties of which the some shall be at the discretion of the lessor.

.The monthly rent for the premises, inclusive of VAT and all other Taxes, shall be **TZS 1,500,000** one million five hundred and shall be paid annually (1 year) in advance and thereafter annually until the last date of the Contract.

.Rent payment shall be made to the Lessors Bank Account **CRDB BANK ACCOUNT NUMBER 0152303213800 NAME MOHAMED MANSUR KHALFAN** shall be used at the time of payment.

The Lessor accepts to allow the lessee to take possession of the leased Property upon signing and fulfilment of clause 2.4.

Tne Lessor accepts and permits the Lessee to erect a warehouse for production of

- 1.manufacturing of concrete for power transmission and distribution
- 2.manufacturing of precast wall and paver block and completely project execution
- 3.manufacturing and repairing of distribution transformers up to 5000KVA
- 4.manufacturing of silicon rubber insulator for power line
- 5.manufacturing for all types of aluminiums conductor and cable for power distribution.
- 6.manufacturing of copper cable all types.
- 7.manufacturing of CT/PT and other electricals equipments





- The Lessee shall be responsible for obtaining all building permits, licenses, installation of plumbing, sewage, electric wiring, construction and all matters and materials necessary for his business and warehouse.
- The parties hereby confirm to have carried out a prior inspection of the premises and are satisfied that it is in good condition.
- **The Lessee hereby covenants with the Lessor as follows:**
 - *[Faint, illegible text]*
 - To use the premises without damaging the same.
 - To pay all utility bills, including but not limited to, electricity, gas, telephone and water bills consumed on the premises, and all associated government taxes relating to the operation of the lessees' business.
 - The lessee shall be responsible for the security and cleanliness of the premises during the lease period.
 - Not to assign, sublet or part with possession of the premises or any part thereof without a written consent of the lessor duly signed by lessor.
 - To permit the lessor or its agents or servants at all reasonable times of the day and after reasonable notice to enter upon and view the condition of the premises and the lessor shall be entitled to give or leave on the premises a notice in writing to the lessee of any defects and want of reparation which the lessee shall be liable to make good under the covenant herein contained.
 - The lessee rents the premises on "as is basis" and undertakes not, without the prior consent in writing of the lessor, to erect or cause to

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be erected on the premises any addition thereto, nor demolish, modify, cut, maim or injure any part thereof.

- Not to do or permit or cause to be done upon the premises anything which may be a nuisance or annoyance to or in any way interfere with quiet enjoyment and discomfort of the neighbours or which may have a tendency to offend the rules and regulations of the City Council and other relevant laws.
- During the period of tenancy, the lessee shall take reasonable care of the premises and shall not cause any damage or permit to suffer any disfigurement to the premises and shall take good care and repair any damage thereto caused by act of negligence on the part of the lessee, their servants or agents
- Not to keep or permit to be kept on the premises any materials of dangerous or explosive nature or the keeping of which may contravene any law or local regulations or by laws.
- Not to do or permit or cause to be done on the premises anything whereby the insurance (if any) of the premises may be rendered void or voidable or the premium increased.
- To pay to the local authority fees and levies for waste/garbage collection/disposal.
- In the event of default or breach of the terms herein, the lessor shall be entitled to terminate the lease agreement, demand repossession of and re-enter the premises upon giving the lessee a thirty (30) days notice to remedy the default and the lessee fails to remedy the default within the given period. Where the lessor issues more than one default notice of less than 30 days to the lessee but whose aggregate makes a total of thirty (30) days or more the same shall be sufficient to enable the lessor to exercise right of termination, demanding repossession and re-enter the premises.

Provided that the thirty (30) days' notice requirement shall not apply if the default by the lessee is non-payment of rent contrary to



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clauses herein above, instead, fourteen (14) days notice shall suffice.

- To give the lessor three months' notice in the event the lessee wants to terminate the lease agreement before expiry of the duration herein granted.
- To peacefully yield the premises at the expiration of the term hereby created or its sooner determination in good and tenable repair and condition in accordance with the covenants herein contained and any buildings, construction, structure shall remain the possession of the Lessor.
- To pay the said rent and taxes on the day and in the manner herein stated.
- At all times to keep the premises and the appurtenances thereof including electrical wires, all items and appliances left in the premises, water drains and other pipes, sanitary and water apparatus therein and the paintings thereof in good condition, and repair.
- To properly and safely dispose of the garbage in order to be collected by the garbage facilities of the city or municipal council, if service is available, or dispose the same as required by law.
- Not to leave the premises unoccupied for the purposes stated herein for a period exceeding one month whilst ensuring security and safety of the same. In the event the lessee intends to leave the premises unoccupied for a period which exceeds two weeks and does not exceed one month, the lessee shall notify the lessor in advance, but all issues of security shall remain under care of the lessee.

• **The Lessor hereby covenants with the Lessee as follows:**

- To pay and discharge land rent in respect of the premises.



[Handwritten signatures and initials]

[Handwritten mark]



- To ensure that the lessee, performing the obligations on its part herein contained, shall peacefully enjoy the premises during the said term without any interruption, let or hindrance.

- The lessee shall be at liberty to install fittings and appliances as the Lessee shall deem appropriate for the activities envisaged herein.

- To notify the lessee of any intended major change in the ownership of the premises provided that the same shall not lead to termination of the lease agreement before expiry of the lease period herein created, subject to clause 3.14.

- The lessor shall pay withholding tax, VAT (if any) and stamp duty in respect of this lease. Further, withholding tax shall be deducted and paid from the rent and the lessor shall submit to the lessee original documents evidencing payment thereof to the lessor within Ten days of effecting such payment to Tanzania Revenue Authority and withholding tax certificates.

- Further, the parties hereby agree as follows:**

- This lease shall absolutely determine upon expiration of the period hereby created, whereupon the Lessee shall hand over the premises in a good tenable condition to the Lessor.

- That upon the end of the Lease period or termination thereof, any structure constructed at the Lessees expense shall remain to be the property of the Lessor.

- Subject to clause 3.14 herein above, should the lessee wish to terminate the lease for any lawful cause before the expiry of the term hereby granted, the lessee shall give a ninety (90) days' notice to the lessor, stating the reasons for the intended termination.

Provided that there shall be no compensation for any costs incurred. Otherwise, the contract shall automatically terminate at the expiry of the lease period and in the event no renewal is made.

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SEALED with the common seal of the said)

SUNLINE TRANSPOWER (T) LIMITED

and delivered

Presence this.....day of.....2023



NAME

BORAD BHARATKUMAR MOHANLAL

SIGNATURE

POSTAL ADDRESS

Conjunct - Ahmedabad - India

QUALIFICATION

Director

BEFORE ME:

NAME

.....

SIGNATURE

.....

POSTAL ADDRESS

.....

QUALIFICATION

Advocate



The lessee covenants with the fessor to permit the said lessor during the last three months of the tenancy of this lease, fo put up upon the premises, notices of the lessor's intention to lease the same; and also to permit during the some time such persons as may be desirous of leasing the premises at the expiration of this lease to visit and inspect the same, on written or verbal notice to the lessee, given at least 24 hours before the time of such visit.

° Every notice to be given under this Lease Agreement shall be delivered by hand, registered postal mail, email or other equivalent recognized courier delivery at the lessor's address And the lessee's address,

This agreement shall be governed by the laws of Tanzania Mainland and the Parties expressly agree that all disputes and claims, arising out of or relating to this Agreement or the alleged breach thereof, shall be resolved amicably by exhaustion of the remedies expressly provided herein, and thereafter the same may be submitted to the Courts in Tanzania vested with competent jurisdiction.

IN WITNESS WHEREOF the parties hereunto have set their respective hands and seals to this Agreement on the day and year and the manner appearing hereunder.

SIGNED and DELIVERED at)
Dar es Salaam by the said)
MOHAMED MANSUR KHALFAN who is)
The latter being known to me personally this.....day)
Of.....2023 .


.....
MOHAMED MANSUR KHALFAN

BEFORE ME:
NAME
SIGNATURE
POSTALADDRESS
QUALIFICATION

DANIEL)
)
105069, ASM)
Advocate)


Rent: 1,271,186.44 Inclusive

TIN: 110-875-118
S/D: 152,542.37

WHT: 1,525,423.72

Total: 1,677,966.09
4/8/2023