



### LEASE AGREEMENT

BLINK ATTORNEYS AT LAW  
MOBILE: 0718287272  
TIN: 152397046  
P.O BOX: 13668 DAR ES SALAAM  
VRN: 40049044W  
SERIAL NUMBER: 1017100418  
UIN: 00VFDREBAP1 101317587152397

Tax Office Hala

CUSTOMER NAME: ZEBRA TARPULIN COMPANY  
CUSTOMER ID TYPE: TTN  
CUSTOMER ID: 166290775  
CUSTOMER MOBILE:  
CUSTOMER VRN:

RECEIPT NUMBER: 54  
ZNUMBER: 1/20230622  
DATE 2023-06-22 TIME 15:35:37

1 x 30,000.00  
Lease Agreement 30,000.00A

EXC OF TAX: 25,423.73  
TAX A - 18% 4,576.27  
TAX: 4,576.27  
INCL OF TAX: 30,000.00

RECEIPT VERIFICATION CODE  
E852L454



AGREEMENT is made and concluded herein the vicinity of Dar es Salaam on the ..... day of June, 2023

### BETWEEN

**INVESTMENT COMPANY LIMITED**, a company duly incorporated under the Companies Act, Cap 212 of the laws of the United Republic of Kenya as amended from time to time, whose address is of P. O. Box 13668 Dar es Salaam, (hereinafter referred to as "*the Landlord*"), the expression which shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors as a part;

### AND

**ULIN COMPANY LIMITED**, a company duly incorporated under the Companies Act, Cap 212 of the laws of the United Republic of Kenya, whose address is of P. O. Box ....., (hereinafter referred to as "*the Tenant*"), the expression which shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors) of the other

Landlord is the legal owner of all parcel of land known as Plot 218 - 2028, Block Q, located at Kisarawe II, Kigamboni Municipality within the vicinity of Dar es Salaam City, registered under a survey Plan No. 02938, (hereinafter referred to as "*the Demised Premises*") and offers the same for rent to a person who shall erect a building on the same for commercial purposes,

**AND WHEREAS;** The Lessee is, subject to terms and conditions attached to this Lease Agreement, desirous to rent the property above described from the Landlord.

**NOW THEREFORE,** in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and concluded herein the vicinity of Dar es Salaam City as of the ..... day of June, 2023

### BETWEEN

**AFRICA RISE INVESTMENT COMPANY LIMITED**, a company duly incorporated under the Companies Act, Cap 212 of the laws of the United Republic of Tanzania as amended from time to time, whose address is of P. O. Box ....., Dar es Salaam, (hereinafter referred to as "*the Landlord*", the expression which unless expressly stated otherwise shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors) of one part;

### AND

**ZEBRA TARPAULIN COMPANY LIMITED**, a company duly incorporated under the Companies Act, Cap 212 of the laws of the United Republic of Tanzania as amended from time to time, whose address is of P. O. Box ....., Dar es Salaam, (hereinafter referred to as "*the Tenant*", the expression which unless expressly stated otherwise shall mean and include its; authorized and mandated employees, agents, attorneys, assignees, and successors) of the other part.

**WHEREAS;** The Landlord is the legal owner of all parcel of land known as Plot No. 218 - 2028, Block Q, located at Kisarawe II, Kigamboi Municipality within the vicinity of Dar es Salaam City, registered with a survey Plan No. 02938, (hereinafter referred to as "*the Demised Premises*") and offers the same for rent to a person who shall erect Godowns for commercial purposes,

**AND WHEREAS;** The Lessee is, subject to terms and conditions attached to this Agreement, desirous to rent the property above described from the Landlord.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable considerations exchanged of which is hereby

acknowledged, and Parties hereto by virtue of this Lease Agreement agrees as follows;

## **1.0. DURATION**

- 1.1. In consideration of the rent and the mutual covenants hereinafter reserved and contained, the Landlord hereby demises unto the Tenant the property from the date of signing of this Agreement for a contractual period of Three (3) years for a condition that, the Tenant shall erect and build its desired structure and infrastructure for her commercial needs.
- 1.2. That, for the period of initial Three years above mentioned, the Tenancy shall be free of charge and the Tenant shall be obliged to construct, erect or establish godowns, building or offices to meet her commercial infrastructures.
- 1.3. Upon the expiration of the term of this Agreement, either party may, subject to the issuance of a thirty (30) days' notice of intention to renew the Agreement to the other party, renew the Agreement to a further term with or without amendments to the terms and conditions of this Agreement.

## **2. RENT**

- 2.1. The Tenant shall pay the Landlord a Rent, after the expiration of the initial Three Years, at the tune of Tanzania Shillings Four Million (4,000,000/=) per Month, the amount payable on six Months basis.

## **3. THE LESSEE'S COVENANT**

The Lessee covenants with the Lessor to observe and perform the following obligations: -

### **3.1.1. Duty to pay rent**

That, the Tenant shall pay the Landlord a rent on a six months basis the amount as provided under Clause 2.1 of this Agreement.

### **3.1.2. Assignment, Subleasing and Charge**

The Tenant shall not, assign, sublease or charge the whole or any part of the demised premises.

- 3.1.2.1. Any assignment or sublease of the property after the completion date shall be lawful and effective only if the

consent of the Lessor shall have been obtained before such assignment or sublease; and such consent shall not be unreasonably withheld or delayed by the Lessor.

3.1.2.2. However, in case of sub-leasing, assigning to a subsidiary or associate company of the Lessee, the Lessee is only required to intimate in writing to the Lessor and no prior consent of the Lessor is required.

**3.1.3. Permitted Use**

The Lessee shall not, at any time on or after the signing of this Agreement, use the demised premises other than for permitted use in accordance with this Agreement.

**3.1.4. Utility Charges**

The Tenant shall pay all bills and charges for water, electricity, gas, telecommunications and other services consumed or used in respect of the demised premises during the Contractual term and must comply with any lawful requirements, order or regulation in respect thereof.

**3.1.5. Land Rent and the Withholding Tax**

The Tenant shall be responsible for paying the land rent as demanded by the Ministry responsible for land from time to time.

3.1.6. The Tenant shall, where the Landlord cannot pay the income Tax in respect of the income generated from this Agreement, hold Ten (10%) per centum of the total amount and pay such amount to the Tanzania Revenue Authority as a withholding Tax hence provide proof of payment to the Landlord.

**4. THE LESSOR'S COVENANTS**

The Lessor covenants with the Lessee to observe and perform the following obligations: -

**4.1. Quiet Enjoyment**

Subject to payment of rent herein reserved and observing and performing the covenants herein contained or implied, the Lessor shall permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the term herein granted without any interruption from the Lessor or any person acting on his behalf.

**4.2. No Encumbrances Relating to Demised Premises**

The Lessor shall ensure that the demised premises are free from all encumbrances, charges, claims, mortgages, lien, attachments, injunctions, litigations, disputes and that the Lessor confirms that no notice thereof has been received by the Lessor and the Lessor confirms that it shall keep the demised premises free from any encumbrances whatsoever during the subsistence of this Agreement.

**4.3. Indemnity in Favor of the Lessee**

The Landlord shall keep the Tenant duly indemnified from the cost, consequences and damages resulting to and suffered by the Tenant arising out of any claim or objection raised, by any third party or any statutory or Government authority regarding usage of the demised premises except for the negligence occasioned by the Tenant.

**5. DISPUTE RESOLUTION**

5.1. When the Landlord has served a notice to the Lessee that according to its reasonable opinion, the Lessee has breached covenants relating to the state and condition of the demised premises or the works expressly and reasonably implied in this Agreement and efforts to amicably resolve the same have failed, then the Lessee may, within 14 days from the date of such failure, require the dispute to be referred to the Arbitrator in accordance with the Arbitration Act, [CAP 15, R.E. 2002].

**6. TERMINATION**

Either Party may terminate this Agreement by serving a three (3) months' notice to that effect to the other Party.

**7. LAWS APPLICABLE**

This Lease shall be governed by and shall be construed in accordance with the Laws of the United Republic of Tanzania.

**NOW WHEREOF**, the parties herein have agreed to the terms and conditions contained in this Agreement by setting their hands on the date first above appearing and on the manner as hereinafter below appearing.

SEALED with the COMMON SEAL of the said  
AFRICA RISE INVESTMENT COMPANY LIMITED  
and DERIVERED in our presence  
This ..... day of June, 2023

SEAL/STAMP

Name: GEORGE ABEL

Signature: 

Postal Address: 3456

Designation: ~~Act~~ Manager

SEALED with the COMMON SEAL of the said  
ZEBRA TARPAULIN COMPANY LIMITED  
and DERIVERED in our presence  
This ..... day of June, 2023

SEAL/STAMP

Name: JIANYU YAN

Signature: 

Postal Address: 21077

Designation: DIRECTOR

BEFORE ME:

Name: ~~MUSA~~ MUSA TUMBA

Signature: 

Postal Address: 7652 BARIS KALAM

QUALIFICATION: ADVOCATE

