



TANZANIA



Register of Companies Detailed information

Information date and time: 13/02/2023 17:14:19
Last update date and time: 10/02/2023 13:18:00
Registration date and time: 04/09/2020 15:16:11

1. **Status:** Registered
2. **Incorporation number:** 143149285
3. **Company:** ICHEETAH LOGTECH TANZANIA LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Samora Avenue, Road Samora, Plot number 2199/6, Block number 8, House number Salamander Tower
6. **Contacts:** Email: lucy.cai@timmotors.cn, Mob no/Tel no: 255767744314, P.O.Box 11600
7. **Business activity:**
4651 - Wholesale of computers, computer peripheral equipment and software, Main activity
4652 - Wholesale of electronic and telecommunications equipment and parts, Main activity
5221 - Service activities incidental to land transportation
4741 - Retail sale of computers, peripheral units, software and telecommunications equipment in specialized stores, Main activity
6311 - Data processing, hosting and related activities
6312 - Web portals
7310 - Advertising
8. **Directors / Directors in the country of origin:** Hu Huichao, Chinese
XUYI LIU, Chinese
AMASHA ANDONGOLILE KALENGE, Tanzanian
9. **Company secretary / Company secretary in the country of origin:** Hu Huichao, Chinese
10. **Authorised share capital:** 2401000000 TZS
11. **Class of shares:** Class Ordinary: 2401 shares, 1000000 TZS/share, 2401000000 TZS
12. **Shareholders:** TRANSINOVATION (HK) LIMITED Class Ordinary 2376 shares taken
ICHEETAH (HK) LIMITED Class Ordinary 24 shares taken
GODFREY BONIPHACE KWAYU Class Ordinary 1 shares taken

Information ordered by: MEIQING CAI

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies

RENTAL AGREEMENT



1. THE PARTIES

This Tenancy Rental Agreement has been entered into this 1st Day of ~~APRIL 2023~~ between

Mr. Birju Labh Jesang Gadhvi of P.O. Box 66 Dar es Salaam (hereinafter called the **Landlord**)
and

ICHEETAH LOGTECH TANZANIA LIMITED of P. O. Box 11600 Dar es Salaam (hereinafter
called the **Tenant**)

Whereby the Landlord agrees to let, and the tenant agrees to rent, the following premises as per
the terms and conditions as described below.

2. DESCRIPTION OF THE PREMISES

The Landlord agrees to lease plot number 91 situated at Kipawa Industrial Area Nyerere Road,
Dar es Salaam. The ownership is duly registered under the certificate of Title No. 23260.

3. USE OF THE LEASES PREMISES

The said premises shall be used for Logistical, Spare Parts and Tyres and Truck Parking and
allied services including maintenance and service of same and spare parts and tyre storage. It will
also be used as office and for any such other purpose deemed fit by the tenant.

4. TERM OF THE LEASE

The rental agreement shall start from 1st Day of APRIL, 2023 and will end on 31st Day of
MARCH 2024 with option to renew for a further period of one year.

5. RENT

The Tenant shall pay to the landlord a rent of either United States Dollars 9,000/= per month
(United States Dollars Nine Thousand Only Per Month) or **TANZANIAN SHILLINGS
21,420,000/=** (Tanzania Shillings Twenty One Million Four Hundred Twenty Thousand Only)
per month (**4000 square meters@ USD 2.25= Two Dollars and Cents Twenty Five per
square meter**) and the Value Added Tax of **TANZANIAN SHILLINGS 3,855,600/=** (Tanzania
Shillings Three Million Eight Hundred Fifty Five Thousand Six Hundred Only) per month or
United States Dollars 1,620/= per month (United States Dollars One Thousand Six Hundred
Twenty Only) there on. The preferred amount for the rental payment will be United States
Dollars upon submission of the tax invoice attached with the fiscalised efd QR Coded receipt.



6. RENT PAYMENT TERMS

- 6.1. The Tenant shall pay advance rent for 3 months upon signing of the agreement and subsequently on the 1st Day of the following Quarters of the Months.
- 6.2. The Tenant shall deduct the due withholding tax for the rent and furnish the withholding tax certificate to the Landlord upon the payment made to the authority concerned.
- 6.3. The Stamp duty shall be paid by the Tenant.
- 6.4. The rent must be paid to this account in accordance to Section 6.1:

Birju L Gadhvi
Account Number 51 505 44001
DTB Bank Tanzania Ltd
Masaki Branch
Swift Code:DTKETZTZ
Dar Es Salaam

7. TERMINATION OF RENTAL AGREEMENT

- 7.1. This lease can be terminated at any time by any given party by notice of one month without any penalty on termination. The notice shall first be served by either party upon written notice to the respective party.
- 7.2. In the event that the tenant fails to adhere to the contract the Landlord may upon notice terminate the contract for breach.

8. NOTICE

Any Notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post or by email to the correct address of either party and shall be deemed to have been received by the addressee within 7 days of posting or 24 hours if sent by email.

9. UTILITIES

- 9.1. The Tenant shall pay for all utilities including water & electricity on timely basis. If tenant requires any more connection for water, electricity etc, they shall do so that at their own cost. However, if there are any permissions / signatures required by them from the landlord, the landlord will provide them the same without any delay.
- 9.2. The Tenant shall reimburse to Landlord the Annual Water Bore Well Charges payable upon submission of the demand note and payment proof from Authorities Concerned,

10. MAINTENANCE AND GOOD-KEEPING

The tenant shall keep the premises in a tenable and in good working conditions, any damage to the property shall be repaired by the Tenant and shall carry out required repairs and cleanliness throughout the period of the rental agreement at their own cost.



11. PEACEFUL WORKING

- 11.1. The landlord shall not cause any obstruction to the peaceful workings of the tenant.
- 11.2. The landlord or their agents can visit the premises during day time by giving prior notice to the tenant.

12. LANDLORD'S OBLIGATIONS

- 12.1. Landlord shall be obligated to keep and maintain the common areas of the premises, and the systems and facilities serving the premises, in good working order. Landlord shall not be liable for any damage to Tenant's Property caused by:
 - (a) water from bursting or leaking pipes, or waste water about the premises;
 - (b) from an intentional or negligent act of any other tenant or occupant of the premises;
 - (c) fire, hurricane or other acts of God;
 - (d) riots or vandals; or
 - (e) from any other cause not attributable to the negligent or wrongful act of Landlord, its agents or employees.
- 12.2. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of, the Premises where necessitated due to the negligence of Tenant, its agents and employees, or other tenants, their agents or employees.
- 12.3. Except as otherwise expressly provided in this Agreement, Landlord shall not, under any circumstances, be required to build or rebuild any improvement on the Leased Property, or to make any repairs, replacements, alterations, restorations or renewals of any nature or description to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto, or to maintain the Leased Property in any way. Except as otherwise expressly provided in this Agreement, Tenant hereby waives, to the maximum extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect on the date hereof or hereafter enacted. Landlord shall have the right to give, record and post, as appropriate, notices of non-responsibility under any mechanic's lien laws now or hereafter existing.
- 12.4 Furthermore, the Landlord is duty bound to pay the Land rent and the property tax

13. CONFIDENTIALITY

Both parties shall keep in strict confidence the confidential materials and information of both parties including the address and location of the premise. "Confidential Information" is proprietary information relating to the Property including but not limited to: revenue, taxes, planned capital improvements, the identity or financial status of investors or partners, or other information conveyed in writing or in discussion that is indicated to be confidential.



Without prior written consent from either Party, they agree to not:

- (a) disclose Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Confidential Information; or
- (c) make any commercial use of Confidential Information. Tenants will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Landlords behalf in the analysis and negotiation of a business relationship or any contract or agreement with Landlord.

14. LIMITATION OF LIABILITY

14.1. The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all national, state, and local regulations and have written approval from the Landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help or ask the Landlord for assistance in the matter.

14.2. The Landlord releases the Tenant with respect to property and land from claims or liabilities in respect of any damage which is Insured Damage, to the extent of the cost of repairing such damage, but not from injury, loss or damage which is consequential thereto or which arises therefrom where the Tenant is negligent or otherwise at fault.

15. INDEMNIFICATION

The Landlord agrees to indemnify Tenant from any loss, cost, damage, expense and liability incurred in connection with or arising from any losses, caused by the gross negligence or wilful misconduct of Landlord and/or any of Landlord's Agents. The obligations of Landlord under this section shall survive the termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such termination.

16. OTHER RESPONSIBILITIES OF THE TENANT

- a. To indemnify the landlord against all damages occasioned to the premises or any other part of the building or any adjacent neighboring premises or to any person caused by any act of default or negligence of its servants, agents, licensees of the Tenant. To pay and make good to the landlord all the loss and damage incurred or sustained by the landlord as a consequence of non-observance of the covenants herein.
- b. Not to assign, sublet or part with the possession of the premises or any part thereof.



- c. Not to keep on the demised premises any material of hazardous or explosive nature and not to carry out anything that may constitute a nuisance, annoyance, danger or disturbance to neighbors or public.
- d. To keep the premises and the surroundings neat and clean and shall not spill nor discharge any waste in either solid or liquid form e.g., oil and fuel and or sewerage on the premises or adjacent trenches and tenant shall be held responsible for any fines and penalties imposed by authorities or regulators in the event not adhered to said requirement.
- e. To regularly empty the Waste Water Sewerage Cesspit Tanks in the Premises at their own cost.
- f. Upon expiry of the tenancy agreement or termination of rental agreement the tenant shall deliver the keys and locks to the landlord.
- g. The Tenant will make sure that no illegal activities take place in the premises. If any such activities happen, the tenant will be held responsible for any consequences.
- h. The Tenant to insure and keep insured himself, family, employees, his invitees, customers and all his/their personal belongings both in the demised premises and the common area against loss or damage by fire and any other risks with adequate insurance cover.
- i. It will be the responsibility of the Tenant to secure all of its contents with adequate insurance cover and other safety equipment consisting of fire extinguishers and allied equipments while occupying the premises.
- j. The Landlord shall not be responsible for any damage, theft, or loss whatsoever involving the Tenants properties/belongings as the Security shall be the responsibility of the Tenant.
- k. The Landlord shall not be held responsible for any pollution that may occur within and surrounding neighbourhood and any other natural act of GOD.
- l. The possession is handed over as is to the Tenant and Tenant shall be responsible for any improvement as they deem necessary at their own cost with no cost recovery from Landlord.
- m. Any repairs and maintenance recurring or of permanent nature for the convenience of the Tenant shall have to be informed to the Landlord for the approval and will be carried out at Tenants own cost and upon the end of Tenancy Agreement such improvements shall not be removed and no reimbursement shall be facilitated by the Landlord.
- n. The guard dogs kept at the premises by the tenant need be vaccinated accordingly and inclusive of its upkeep and well-being.



17. SEVERENCE

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal, the remaining provisions shall continue to apply.

18. NO WAIVER

No waiver by either of the party's obligations under this Agreement shall be deemed effective unless made in writing, nor shall any waiver in respect of any breach be deemed to constitute a waiver of or consent to any subsequent breach by either party of its obligations.

19. FORCE MAJURE

No failure or omission by the **Landlord** or **Tenant** in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of **Landlord** or **Tenant**, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this Section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than 3 (three) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.

20. VARIATION

This Agreement may only be amended by a document in writing signed by a duly authorised signatory of each party.

21. FURTHER ASSURANCE

The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.

22. ENTIRE AGREEMENT

22.1. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement.

22.2. Each of the parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether

negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty or representation.

22.3. The only remedy available to it for breach of such warranties or representations shall be for breach of contract under the terms.

23. DISPUTE RESOLUTION

23.1. In the event of a dispute in relation to this Agreement the parties shall first attempt to resolve such dispute through negotiation.

23.2. Where negotiation is unsuccessful, the parties agree to refer the matter to mediation.

23.3. Where a party desires to refer a dispute to mediation it shall serve Notice on the other party specifying its wish to go to mediation and the nature of the dispute. Within 14 days of such Notice the parties shall agree who will mediate the dispute and in the absence of agreement a mediator shall be appointed. The parties shall equally bear the costs of mediation and their own legal fees.

24. GOVERNING LAW

This Rental Agreement shall be construed and governed by the laws of the United Republic of Tanzania and any dispute, difference arising out of or in connection with this agreement shall be amicably mediated between the parties within thirty days from the occurrence of the dispute.

However, when such settlement cannot be reached, the matter shall be referred to the settlement by the Courts of Law in Tanzania.

25. FULL DISCLOSURE

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

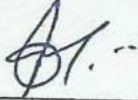


Both the parties have read and understood the contents of this agreement.

Once signed by both parties below, this lease shall be legal and binding contract on both parties.

On Behalf of Landlord,
Signed by:

Mr. BIRJU LABH JESANG GADHVI



LANDLORD

Dated: 29/03/2023

Witnessed for Landlord by:
Mrs. JYOTI BIRJU GADHVI

Badhvi

P.O Box. 66 Dar es Salaam, Tanzania

Dated: 29/03/2023

On Behalf of the Tenant
Signed by:

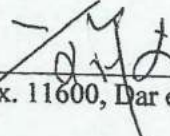
Company Director - Mr HU HUICHAO



ICHEETAH LOGTECH TANZANIA LTD

Dated: 29/03/2023

Witnessed for Tenant by:
Manager - Mr. XUYI. LIU



P.O Box. 11600, Dar es Salaam, Tanzania

Dated: 29/3/23

Before me: VIDYA. J. GATEL



P. O Box 5163, DSM

COMMISSIONER FOR OATHS / NOTARY PUBLIC

29/3/2023



Ref No: 30329-8079

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TIN: 143-149-285

S/D: 2,576,400

WHT: 6,426,000 [3 months]

COPY: 1500

8,997,900

30/3/2023