

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at **DAR ES SALAAM** this..1ST...day of **JANUARY**.....2023

BETWEEN

AHMED ALLY .of P.O. BOX...9080 DAR ES SALAAM (hereinafter referred to as **"THE LESSOR"** which expression shall, where the context so admits, include his assigns and successors in title) of the one part.

CHINA TANZANIA CAPITAL LOGISTICS CO. LIMITED a limited Liability Company incorporated and operating under the laws of Tanzania of **P.O. Box 45550 Dar Es Salaam** (hereinafter referred as the **"THE LESSEE"** which expression shall, where are context sp admits, include its assigns, executors and other successors in title), of the other part.

WHEREAS the **LESSOR** is the lawful owner of all owner of all that land located at **COAST REGION MKURANGA Plot 1-4 MWANAMBAYA** (hereinafter referred to as "the demised premises")

AND

WHEREAS the **LESSEE** is desirous of acquiring a lease of the said land for Car Yard purposes (hereinafter referred to as "the demised premises")

AND WHEREAS the **LESSOR** it has agreed to lease the demised premises to the **LESSEE** on the terms and conditions hereinafter contained.

NOW THIS LEASE AGREEMENT WITNESSETH as follows

1. **IN CONSIDERATION** of the **LESSEE** observing the covenants on its parts including payment of the reserved monthly rent without fail and payable in the manner stipulated in Clause 2, the **LESSOR HEREBY DEMISES** into the **LESSEE the DEMISED PREMISES** to HOLD the same for a period of 36 months (3 years) renewable commencing on the 1st January, 2023 (hereinafter referred to as the commencement date)
2. The **LESSEE** may renew the lease for an extended term by giving written notice to **LESSOR** OF NOT less than three months (3)months prior to the expiration of initial terms. Parties shall be at liberty to discuss the rent and other terms set forth below and otherwise upon the same covenants, conditions and provisions as provided in this lease.
3. **RENT**
The rent hereby shall be Tanzania Shillings Five Hundred Thousand (500,000) TZS) per month and it shall be paid in sum of three millions (3,000,000) been six (6) month's rent in advance. The first payment will be made on the commencement date of this lease and thereafter on 1st day of..... In the subsequence remained time of the lease.
4. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:
 - (a) The Lessee shall apply for and obtain all necessary permits and licenses from the relevant authorities for operating their business.
 - (b) The Lessee shall not use the property for any purpose save for that which has been approved in terms of this agreement and as provided for by the Laws of Tanzania. Where the Lessee may wish to use the property for any other reasons/purposes than the agreed they must seek written approval from the lessor.
5. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows:
 - (a) That the Lessee paying the rent and utility charges hereby reserved and performing all covenants and stipulations herein on its part shall hold and enjoy quiet and peaceful possession of the land during the said lease term without any unlawful interruption by the Lessor.
 - (b) To pay and discharge all land rent, taxes and assessments payable in respdect of the property other than bills payable for water, electric light and power and telephone facilities (if any) used in the property
6. **TERMINATION**
EXCEPT otherwise provided, this Agreement may be terminated, without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not occurred within 60 days of receipt or written notice of default then both parties shall have 180 days

(b) Should the lessor wish to terminate the contract for reasons of disposing the land to new owner or if the current right of occupancy shall be revoked by laws of the Land then the Lessor must inform the Lessee in writing within 180 days of his intention to do so

7. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

- (a) the rent reserved or any part thereof shall be in areas for thirty days after any of the anniversaries or dates whereon the same ought to be paid as aforesaid whether the same shall have been formally demanded or not, or if there shall be any stipulations herein contained and on its part to be performed and observed, then the lessee shall pay the lessor arrears plus interest at the prevailing commercial bank rate from the due date.
 - (b) Right to Collocation and Sub-Leasing Notwithstanding any previous in thi Agreement, the **LESSEE** may, after obtaining consent of **LESSOR** (i) sub-lease, sub –licence, grant rights to occupy and/or grant tenancies (ii) Enter into collocation or site sharing agreements and/or agreements of similar effect. In each case in respect of any space on the DEMISED PREMISES, to any third parties on terms to be agreed between **LESSEE** and any such third parties
8. Obligations of this Agreement shall bind and benefit any successors or assigns of the parties.
9. To permit the LESSOR and its agent and other persons authorized in writing by the LESSOR to enter the demises premises at all reasonable cause without the consent of the LESSEE and with only reasonable cause without the conset of LESSEE, such consent not to be reasonably withheld for the purpose of viewing the demises premises and undertaking any repairs necessary or provide security when necessary under the covenant hereinafter contained.
10. Any notice under this agreement shall be in writing and shall be sufficiency served either on the Lessor or the Lessee if dispatched at the physical address of either party if posted to them under certificate of registration posting at their last known addresses in the United republic of Tanzania
11. In event of any dispute or claim arising from or in connection with this agreement which is not settled mutually by the parties, thereto such dispute or claim may be referred by either party to a court tribunal in Tanzania for adjunction and settlement.
- 12.

IN WITNESS WHEREOFF the parties have dully executed this Lease Agreement on the not year hereinafter before mentions.

SIGNED AND DELIVERED by the said

.....who is known to me personally,

this 24thday of **January 2023** in my presence

SIGNATURE.. 蔡美莹
NAME..... 蔡美莹
POSTAL ADDRESS.....
QUALIFICATION.....

