

## LEASE AGREEMENT

This lease Agreement is made this 1<sup>st</sup> day of July, 2024 and ended on 31<sup>st</sup> day of July 2029.

### BETWEEN

BM MOTORS COMPANY LIMITED, of Post Office Box Number 723 Iringa, Tanzania (hereinafter referred to as "the Lessor"-which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns ) of the one part.

### AND

DK NZURI MANUFACTURING CO.LTD a limited liability Company existing under the laws of Tanzania/ whose principal place of business is situated at Dar es Salaam, of Post Office Box Number ...Dar Es Salaam, Tanzania (hereinafter referred to as "the LESSEE"-which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns) of the other part.

WHEREAS the Lessor is the legal owner of the property (hereinafter referred to as "the Lessor property"), located at Plot No.28 Block "A" Zagereni Industrial Area within Kibaha-Pwani.

AND WHEREAS the Lessor is willing to let the said premise to the Lessee and Lessee is desirous of leasing the said property from the Lessor for business purposes.

NOW WHEREFORE this Lease Agreement WITNESSETH as follows:-

### 1.0 THE LEASED PROPERTY AND RENT

The Lessor hereby lets and the Lessee takes for a term of 24 Months ALL THAT PROPERTY situated on the above-mentioned location TO OCCUPY AND USE the same for the term of 24 Months (Lessee's business Purposes) commencing from 1<sup>st</sup> day of July 2024 at a cumulative rent payable annually at the commencement of the lease period, and ended on 31<sup>st</sup> day of June, 2029.

### 2.0 THE LEASE TERM

The term of this agreement will be for a period five years ( 5 years), commencing from 1<sup>st</sup> day of July, 2024 and ended on the 31<sup>st</sup> day of June, 2029, with an option of renew

and this right is expressly to the Lessee ( The Lessee in this agreement has given first priority in case of renew after the period of lease agreement has expired). Any refusal

from the Lessor shall be with necessary reasons.

## **2.1 THE RENTAL AND MODE OF PAYMENT**

The rental amount is payable through the Lessor's Bank Account No. 0150345279800 CRDB BANK with the name of BM MOTORS COMPANY LIMITED. And the mode of rental payment is that, the Lessee will pay full payment of Tanzania Shillings forty-seven million and two hundred thousand only (Tshs.47.200.000/=) in execution of this agreement per year AND WHEREBY Including VAT and withholding tax, the Lessee here in is desirous to lease a total area of 1245 square meter of the leased land, Including 1st floor office and factory building and forty-three million and two hundred thousand (Tshs.43.200.000/=) we pay to company account as pointed, four million (Tshs.4.000.000/=) we will pay to tra as withholding tax.

## **3.0 THE LESSOR CONVENATS WITH THE TENANT:**

1. To allow the Tenant quiet enjoyment of the land during the tenancy period.
2. To pay all rates, taxes and assessments including the Stamp Duty but not include electricity and water bills.
3. To ensure that the water sewerage is drained as and when appropriate.
4. Shall not be under obligation to compensate the lessee for any development on the land.

## **3.1 THE LESSEE CONVENANTS WITH THE LESSOR**

1. To pay the reserved rent on time in the manner aforesaid, including VAT and Withholding tax.
2. To keep the demised land including fittings therein in a state of good repair (fair wear and tear excepted)
3. To pay all charges for electricity and water services supplied and garbage collection for the demised land during the tenancy period.

## **3.2 USE OF PREMISES**

The Lessor agrees that the Lessee shall use the lease premises for Business purposes and any other legal activities that the Lessee is legally permitted to do.

## **4.0 NO ASSIGNMENT**

Subject to this lease agreement the Lessee shall not assign, mortgage or part with the possession of the Lessor premises or any part thereof without first obtaining the consent of the Lessor.

## **5.0 PERIOD OF CONSTRUCTION/DEVELOPMENT**

1. Total period for development is only within one month from the date of execution of this agreement.

- II. The intending Lessee shall be allowed to develop the entire project as agreed by the Lessor.

### 5.1 UTILITY CHARGES

The Lessee shall pay all charges related to electricity, water usage that is documented in original bills during the period of this Lease. Responsibility by the Lessor or the Lessee for paying for the installation, repair upgrade and/or enhancement of electrical and water services shall be predetermined and agreed in writing before either party engage such services.

### 5.2 MAINTENANCE

The Lessee shall maintain the premises in a habitable manner and leave the premises upon expiration or termination of this lease agreement period in condition comparable to that which existed when received by Lessee except for reasonable and ordinary wear and tear and/or except for damage caused by the elements or circumstances over which the Lessee had no control, such as earthquake, flood, hurricane, war and any *force majeure* event, terrorism or burglary. Responsibility for damage to the building or property caused by negligence or misuse by the Lessee shall be borne by the Lessee.

Any installation that shall be done relating to the use of the demised premise, shall be removed and the Lessee is responsible for collecting any charges back to the original state of the property before the property is returned at the end of the contract.

The Lessee may as deemed necessary, modify, replace, and /or strengthen windows, doors entrances, railings, walls, floors and / or roofing in order to enhance the safety and the security of the demised premises, only with prior approval of the Lessor.

NB: Repair the roof and areas that need to be repaired within two weeks after receiving payment

## 6 SECURITY

The Lessee shall be responsible for the security of the property and shall employ guards to secure the property 24 hours a day.

## 7 TAXES

The Lessee shall be responsible to pay all Taxes and duties payable by trade or business in relation to this Lease Agreement.

## 8 TERMINATION

The Lessor or the Lessee may, at anytime terminate this agreement by giving to the other part One (1) Month notice of such intention but the Lessee alternative SHALL pay the Lessor One month rent of the demised premises in lieu of notice. In case the Lessee decides to terminate this agreement prior to the end of the annual term, the Lessor will

not be liable to repay the rent to the Lessee. However, in case of default, the Lessor/Lessee has the right to terminate this agreement. Lessor/Lessee SHALL give a One Month notice of intention to terminate this agreement to the other part.

Any delay of payment of rent and withholding tax as agreed by both parties in this agreement will amount to breach of agreement, unless such delay has clear communicated to the Lessor with reasonable grounds, the same will lead to the termination of lease.

#### 9. RENEWAL

If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of each year as hereby created he shall signify his such desire to the Lessor in writing by delivering to him a notice to that effect not less than fourteen days (two weeks) before the expiration of the term hereby granted and the Lessor shall unless there is a subsisting breach of the lease obligations under this present lease, grant to the Lessee a further term as may be agreed upon between the parties to commence from and after the expiration of the term hereby granted *at the rent to be agreed upon* by the parties hereto and may also review or retain the covenants and conditions appearing in this lease. But the present Lessee in this agreement shall be given first priority to that effect, especially in the case of new agreement/or renew of the agreement.

#### 10 GOVERNING LAW

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

#### 11 Modification of the Lease Agreement

This Lease Agreement shall not in any way be amended, modified or notated except by virtue of written instrument signed by Lessor and Lessee.

#### 12 NOTICES

Any notice for the purposes of this Agreement by one party to the other party shall be given in writing by personal delivery, or posted mail with proper postage, to the parties. Either party may change its address for notice purposes by giving the other party notice of such change.

#### 12 PEACEABLY ENJOYMENT

That the Lessee paying the rent reserved in a manner aforesaid and performing and observing all the covenants herein contained shall peaceably hold and enjoy the demised premises for the term of lease period without any let or hindrance from the Lessor or any person lawfully claiming through or in trust for the Lessor.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year appearing herein below against their signatures.

SEALED and SIGNED at DAR ES SALAAM by the said BM MOTORS COMPANY LIMITED who is known to me personally or Identified to me by ... JANA JEAT the latter know to me in my presence this 29th day of MAY 2024



Name: JONAS NYAGWA  
Signature: [Handwritten Signature]  
Postal address: 723 IRINGA  
Qualification: DIRECTOR

SIGNED at Dar Es Salaam by the said DK NZURI MANUFACTURING CO. LTD Who is known to me personally or Identified to me by ... JANA JEAT Latter know to me in my presence this 29th day of MAY 2024



Name: JIANG YU  
Signature: [Handwritten Signature]  
Postal address: .....  
Qualification: DIRECTOR

Name .....  
Signature: .....  
Postal address: .....  
Qualification: .....

Before me:

Name: PIUS MARO  
Signature: [Handwritten Signature]  
Postal address: 76893 DAR ES SALAAM  
Qualification: ADVOCATE

