

DATED THIS 07th DAY OF DEC 2024

LEASE AGREEMENT

BETWEEN

KAMAL AGRO LIMITED

AND

SINO-TAN BUILDING MATERIALS COMPANY LIMITED

LEASE AGREEMENT

THIS LEASE is made on the 07th day of DEC 2024.

BY AND BETWEEN

KAMAL AGRO LIMITED, a limited liability company incorporated under the laws of the United Republic of Tanzania whose registered office is at Plot No. 188/2, Mwakalinga Road, Chang'ombe, Temeke, P. O. Box 10392, Dar Es Salaam, Tanzania, (hereinafter to be referred to as the "**Landlord**") which expression shall include and extend to its permitted successors and assigns of the One Part.

AND

SINO-TAN BUILDING MATERIALS COMPANY LIMITED a limited liability company incorporated under the laws of the United Republic of Tanzania with incorporation number 179991349 (hereinafter to be referred to as "**the Tenant**") which expression shall include and extend to his permitted successors and assigns of the other part.

WHEREAS the Landlord is the occupier of the landed property registered as Plot No.44, Block 'M' certificate of occupancy number 137936 Kerege area, Bagamoyo District, Pwani in the United Republic of Tanzania (herein referred to as "**the premise**") having rented the same from KAMAL ALLOYS LIMITED.

AND WHEREAS the Landlord is allowed by the lease agreement between her and the said KAMAL ALLOYS LIMITED to sublease the leased premises to third parties.

AND WHEREAS the Landlord is desirous of leasing 1,097.8815 square meters at the premises stated herein above for office and commercial Purposes to the Tenant and the Tenant desires to rent the same from the

Landlord for the term, at the rental, and upon the covenants, conditions, and provisions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In consideration of the sum of the United States Dollars Three and Two Cents (USD 3.2) per square meter, and for the Tenant to pay the said premise rents for twelve(12) months in advance at a single installment say the sum of the United States Dollars Forty Two Thousand One Hundred and Fifty Eight(USD 42,158), the Landlord doth hereby leases 1,097.8815 square meters at the premise mentioned herein to the Tenant for three years commencing from the 1ST January 2025 to the 31st December 2027 with an option on the part of the Tenant to renew the same, by giving one (1) months' written notice to the Landlord. The descriptions of the said 1,097.8815 square meters are as follows;
 - a) 551 sqm as Manufacturing unit
 - b) 496.881 sqm as Godown
 - c) 50 sqm as a utility area (includes washrooms, eating place and parking)
- 2 On and or before the 1st of January of the year 2025, 2026 and 2027, the Tenant shall pay to the landlord rentals for 12 months in advance. For avoidance of any doubt, rentals for each 12 months shall be paid in advance on every January of each year.
- 3 The remaining space over Plot number 94 shall continue to be under the Landlord and she may develop the same for other purposes. However, such developments shall be in such a way as not to block the entrance of the Tenant to the leased premises. The Tenant shall also have the rights to use the open space say 40 square meters in front of the Godown within the premise at Plot number 94. The area in front of the godown inside the gate may be used for parking purposes only. However, if

construction work or any activity requiring the use of this space arises, the tenant will be notified at least one month in advance.

- 4 The Tenant leased the premises stated herein above with all developments thereof and he shall not be allowed to make any changes to the existing buildings or construct new buildings without the prior written consent of the Land Lord.
- 5 The Tenant shall have the right to use the Landlord's weighbridge for his purposes provided that, he pays the sum of Tanzania shillings 3000 per truck. The rights conferred to the Tenant under this paragraph shall be confined only to the usage of the weighbridge and not to for operation of the same.
- 6 The tenant shall have the right to use the main line electrical connection at the premise previous affixed by the Landlord with a capacity of 800 KW.
- 7 The Tenant shall pay the rental fees stated herein above to the Landlords through the bank account with the following bank details: -

THE LANDLORD'S CRDB BANK PLC ACCOUNT:

Account Type: United States Dollars (USD.)

Account Number: 0250521019100

Branch: AZIKIWE PREMIER

SWIFT CODE: CORUTZTZ

- 8 The tenant does hereby covenant with the landlord and agrees with the following:
 - a) To use the premise for constructing and or affixing the factory and godown for wall putty, limestone, binder and alike products. For avoidance of any doubt, the Tenant shall not be allowed to use the premises other than for the purpose stated herein without the prior written consent of the Landlord.

- b) To keep the whole and every part of the demised premises including fixtures and fittings in good substantial repair and condition and properly operative throughout the lease term.
- c) To allow the Landlord or his duly authorized agents at all reasonable times in the daytime to enter upon and view the condition of the demised premises and give or leave on the demised premises notice in writing to the Tenant of all defects which the Tenant is liable to make good within 30 days from the date of the notice or demand.
- d) To deliver to the Landlord a copy of every notice relating to the demised premises served on the Tenant by any competent authority.
- e) Not to do or cause to be done in or upon the demised premises or any part thereof anything which in the opinion of the Landlord may at any time be or become a nuisance or annoyance to neighbors.
- f) Not to use or permit to be used the demised premises or any part thereof for any illegal, immoral, or improper purposes. And to obtain all licenses and permits required by the Government of the United Republic of Tanzania for conducting business and any activities at the demised premises.
- g) To pay property tax, all charges for water, telephone, electricity, and any other relevant utilities and charges, which will be consumed on the premises during the lease period.
- h) Not to install any permanent or temporary fixtures in the premises without the Landlord's prior written consent, and the installation and removal of any such fixtures will be done without damage to the premises.

- i) Not to assign, sublet, or otherwise part with possession of the premises or any parts thereof without the prior written consent of the Landlord.
- j) To be responsible for disposing of and management of all waste generated from his activities at the premises according to the government regulations and directives.
- k) At all-time to be responsible for security of his belongings at the demise premises and the entire demise premise.
- l) At the expiration or sooner determination of the term herein stated to peaceably handle over to the Landlord the demised premises with all the buildings and structural thereof at a good/habitable condition in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained. PROVIDED ALWAYS THAT after any alteration whether by way of rebuilding or otherwise carried out on the buildings in the premises the provisions of this covenant shall apply to those buildings as so altered and not as they existed before such alterations.
- m) To indemnify the Landlord against all actions, costs claim, and demands in respect of any injury or death to any person and any damage to any property and or any destruction of any right or easement or privilege which may arise directly or indirectly from the state of repair and condition of the demised premises.
- n) STAMP DUTY shall be paid by the Tenant and WITH HOLDING TAX shall be paid by the Landlord. If withholding tax is deducted and paid by the Tenant, a copy of the TRA receipt should be sent to the Landlord

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- 9 The landlord does hereby covenant with the Tenant and agree as follows:
- a) The tenant upon observing and performing all obligations under this agreement, he will quietly enjoy the premises without any interruption by the Landlord or any person claiming through or under or in trust for him.
- 10 If the Tenant shall desire to terminate the term hereby created, he shall give to the Landlord one month's notice in writing of his intention to terminate the agreement. Nevertheless, the Landlord may also terminate this agreement by giving one month's notice to the Tenant if he is in default of any clause of this lease agreement. In an even of termination of this agreement by the Tenant, the rentals paid pursuant to this agreement shall be non-refundable.
- 11 The Tenant is in the process of incorporating a limited liability company in the United Republic of Tanzania; Once the registration of the said company is completed, the Tenant shall inform the Landlord and request the change of his name in this contract to the name of the said Company. The change of name shall be effective from the date the parties herein to have agreed in writing.
- 12 If the Tenant fails to pay rent as per the agreed terms herein, the Landlord shall have the right to terminate this agreement, repossess the premises, and to lease the same to another person without any notice to the Tenant.

IN WITNESS WHEREOF this agreement has been executed and delivered by the parties as follows;

SEALED with the **COMMON SEAL** of the said
KAMAL AGRO LIMITED
At Dar es Salaam in our presence



This 07th day of DEC 2024

Name; Vaishav Chaurhan

Signature [Handwritten Signature]

Designation Group General Manager

**SEALED with the COMMON SEAL of the said
SINO-TAN BUILDING MATERIALS COMPANY LIMITED**

} STAMP/SEAL

At Dar es Salaam in our presence

This 07th day of DEC 2024

Name; He Qian Miao

Signature [Handwritten Signature]

Designation Director



BEFORE ME;

Name MICHAEL DANIEL NACHEPYANTU

SIGNATURE; [Handwritten Signature]

QUALIFICATION; COMMISSIONER OF OATH

DRAWN BY:

PARTIES