

**LEASE AGREEMENT**

**- BETWEEN -**

**KEDS TANZANIA COMPANY LIMITED**

**(The "Lessor")**

**- AND -**

**DOWEICARE TECHNOLOGY LIMITED**

**(The "Lessee")**

**LEASE AGREEMENT**

**THIS LEASE** is made at Dar Es Salaam on this **Day 01<sup>st</sup> of January 2024**.

**BETWEEN**

**KEDS TANZANIA COMPANY LIMITED**

of P.O. Box 30347, Kibaha - Pwani, (hereinafter referred to as **"the LESSOR"**), which expression shall, where the context so admits, include their assigns, executors and other successors in title) of the one part.

**AND**

**DOWEICARE TECHNOLOGY LIMITED**

of P. O. Box 30321 Box Kibaha- Pwani. (hereinafter referred to as **"the LESSEE"**) which expression shall, where the context so admits include his assigns, executors and other successors in title) of the other part.

**WHEREAS:**

- A. The Lessor is the legal owner of the property located at Lulanzi Area in Kibaha, Pwani region.
- B. The Lessor is desirous of letting all units of the warehouse located in Plot No. 194 and 196 whereby the drawings are attached to the Lease Agreement and the warehouses are free from any encumbrances whatsoever and the said Lessee is desirous of renting the said premises on the terms and conditions hereinafter provided.
- C. The Lessee is ready and willing to rent all units of the warehouse for Commercial purposes only subject to the covenants herein contained.

**NOW THEREFORE THIS AGREEMENT WITNESSES** as follows:

**1. CONTRACT DURATION**

In consideration of the rent and the Lessee's covenants hereinafter reserved and contained, the Lessor HEREBY DEMISES unto the Lessee the said property (hereinafter to be referred to as the "demised premises") for the period of **One year from 01<sup>st</sup> January 2024 to 31<sup>st</sup> December 2024**, (Hereinafter "the initial period") subject nevertheless to the provisions for termination hereof. **With an optional for reviewing after every year.**

**2. RENT**

That the rent shall be **Tshs 4616** per square meter. exclusive of VAT, Except for electricity and other utility charges. Rent payable as agreed according to the agreement. The total number of square meters is **8990**. The rent per month will be **Tshs 41,497,840**. The said rent will be quarterly paid in advance.

Should there be a change in these payment details, the Lessor shall ensure that such change is communicated in writing to Lessee

3. The lease shall pay such rent to the Lessor's bank Account as indicated hereunder: -

**KEDS TANZANIA COMPANY LIMITED**

**ABSA BANK**

**OHIO STREET BRANCH**

**001-6005770(TZS)**

Should there be a change in these payment details, the Lessor shall ensure such change is communicated in writing Lessee.

**4. SERVICES**

The following services and utilities shall be **provided** indicated on the below chart

Service or Utility	Lessor	Lessee
Electricity Consumption for Ware House		✓
Electricity Consumption common areas	✓	
Water consumption		✓
Security Services		✓
Janitorial / Garbage Collection		✓

Sewage system Maintenance	✓
Roof drainage maintenance	✓
Water supply piping and storage maintenance	✓

Upon expiry of the initial period and unless the Lessee has expressed its intention, in writing, to terminate the lease at least Sixty (60) days prior to the expiry of the initial period, this agreement shall be extended for further period equivalent in time to the initial period.

5. In the event the Lessee wishes to continue with the Lease upon the expiry of the initial period, both the Lessor and the Lessee will negotiate the rental in good faith and finalize within Three (3) months prior to the expiry of the initial period. Should the Lessor and the Lessee fail to reach into an agreement on the rent prior to the expiry of initial period, the parties will initiate arbitration proceedings in order to resolve and agree on the way forward. Unless parties concur to a single arbitrator, each party shall choose one arbitrator and the parties shall further request any court in Pwani or Dar es Salaam and the arbitral award shall be final and binding upon the parties.

6. This agreement shall be governed by the laws of Tanzania and the arbitration shall be in English language and take place in Pwani or Dar es Salaam, Tanzania.

7. The Lessee **HEREBY COVENANTS** with the Lessor to the intent that the obligations shall continue throughout the said term as follows:

- (a) To pay the agreed monthly rent (6 months) as shown above and agreed as per this agreement
- (b) The lessee to deduct and remit to the Commissioner for Income Tax relevant rate of withholding tax in respect of the rent for the premises and provide Lessor with evidence of receipt/certificate for the same
- (c) Stamp Duty will be paid by the Lessee
- (d) At all times to keep the interior of the demised premises and the appurtenances thereof including fittings in good and lease able repair and condition throughout the said term (fair wear and tear excepted).
- (e) Not to make any structural alterations on the premises without prior consent of the Lessor. Such consent shall not be unreasonable withheld.

(f) On the expiration of this lease period or any extension thereof or earlier termination thereof, the Lessee shall hand over peacefully and vacant possession of the demised premises in good and leasable condition to the Lessor with all keys, locks and fasteners as shall be in compliance with this agreement.

(g) To permit the Lessor or its agents with the necessary workmen and appliances at reasonable times during the day and upon not less than 24 hours' prior notice in writing addressed to the Lessee to enter upon the said property for purpose of viewing the state thereof and to execute repairs which they have covenanted with the Lessee to carry out under this agreement.

(h) To use the demised premises for commercial/warehouse purposes only.

(i) Not to sublet, assign or part with possession of the said premises without written consent of the Lessor. Such consent shall not be unreasonable withheld.

(j) To pay all charges such as water, sewage, electricity consumed or used on then demised premises for the whole period of lease

8. The Lessor **HEREBY COVENANTS** with the Lessee as follows:

i. To keep the exterior of the demised premises together with the roof and the main structure, walls, electrical wirings and fittings thereof, water taps, pipes, drainage system, sewer system and tanks used in connection with the water installation in the demised premises in good and let able repair and condition and to remedy all faults of construction inside and outside the demised premises giving proper and convenient use and occupation of the demised premises. The Lessee shall be entitled to record with the Lessor items requiring repair and get confirmation from the Lessor.

ii. To carry out all structural repairs of the premises as shall be necessary.

iii. To allow the Lessee to peacefully hold and enjoy the said property during the period of this lease without any hindrance.

iv. To pay all the present and future rates, taxes, duties and outgoing, as may be existing at present.

#### 9. **MISCELLANEOUS**

i. Minor Maintenance such as plumbing, bulbs replacement etc, shall be carried out by the Lessee.

- ii. Security shall be the sole responsibility of the Lessee. Lessor is not providing any security services or engaging a security company for providing of security services to the lessee at the said premises.
- iii. The Lessor shall not be responsible for any loss / destruction / damage due to theft/illegal content /fire - for goods or any property that have been kept in the warehouse, whatever the case may be or due to any reason known or unknown.
- iv. The Lessor shall not be responsible for any bodily injury of Lessees or the occupant been in the said premises during the occupancy of the lease premises from any cause whatsoever

10. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:**

- (a) If the rent hereby agreed or any part thereof shall remain unpaid for thirty (30) days after becoming payable, or if the Lessee is in breach of the covenants herein contained, the Lessor shall formally serve the Lessee a notice of 14 working days in writing demanding immediate payment of outstanding payment or remedy of the breach; and failing to make such payment or remedy that breach within a period of ten (10) working days after receipt of notice to that effect from the Lessor; then and in any of such events the Lessor shall have the right, (but shall not be obliged), forthwith to terminate this Agreement.
- (b) If at any time during the term hereby granted the demised premises or any part thereof shall be destroyed or damaged by fire, a force majeure or any act (not occasioned by the willful act, neglect or default of the Lessee or its licensees, invitees, visitors or servants) the rent herein before reserved or a fair and just proportion thereof shall be refunded by the Lessor to the Lessee and the lease shall cease or be suspended during and so long as the demised premises or the destroyed or damaged part shall remain uninhabitable or unfit for use by reason of such destruction or damage.
- (c) Lessee shall be entitled, at its own cost and expense, to construct such fences and/or other structures or equipment for security and / or safety purposes, if applicable or necessary, and affix the signage, all warning signs for security and / or safety purposes and to share details with the lessor for approvals prior to any construction.
- (d) The Lessor shall can terminate this agreement before the expiry period by giving to the Lessee a prior written notice of One (1) calendar months. Any rent paid in advance for any period beyond the period of notice shall be refunded to the Lessee and any unpaid rent to be settled to the lessor.

- (e) Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.
- (f) If any dispute or difference shall arise between the parties touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this agreement or the rights duties or liabilities of either party under or in connection with this agreement then and in every such case the dispute or difference shall be determined in accordance with the Arbitration Act (Cap.15) of the laws of Tanzania or any statutory modifications or re-enactment thereof for the time being in force.
- (g) Each party undertakes and warrants that it will treat the contents of this lease confidential. Neither party shall reveal the content of this lease to any third party, without the express written consent of the other party in this lease, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.
- (h) That the Lessee will furnish the Lessor with the below listed documents as required by governing laws, failure to comply on the above for all listed documentation requirements, the Lessor will not take any responsibility whatsoever in regard to legal and government laws in accordance.
- A) Directors' passport size photos (4 pcs)
  - B) Tin Certificate and VRN Certificate
  - C) Business License
  - D) Certificate of Incorporation
  - E) National ID for Local Personnel
  - F) Copy of a Passport & Work Permit for – Foreigners

**IN WITNESS WHEREOF:** The above written.

**SEALED** by the **COMPANY** of **KEDS TANZANIA COMPANY** in the presence of us at PWANI this **01<sup>st</sup> of January, 2024.**

Name: DENS HY  
Designation: PR Manager  
Signature: [Signature]

Name: .....  
Designation: .....  
Signature: .....

**SEALED** by the **COMPANY** sealed by the **COMPANY TECHNOLOGY LIMITED** in the presence of us at PWANI this **01<sup>st</sup> of January, 2024.**

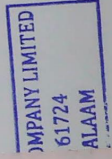
Name: Luk. Nzi  
Designation: MM  
Signature: [Signature]

**BEFORE ME;**  
Name: LUCY FABIAN  
Signature: [Signature]  
Address: Dar Es Salaam  
Qualification: Advocate.



**COMPANY LIMITED**  
P.O. BOX 71954 DSD  
TANZANIA  
TEL: 0224 20222  
1 IN 10, 24, 2024  
SPECIAL ORDER NUMBER: 017727M  
UN 110081521027422222222222222222

**SEAL/STAMP**



**SEAL/STAMP**



REC-01  
LEGAL SERVICE 20,000,000.00  
TOTAL EXERCISE 20,000,000.00  
TOTAL TAX 0.00  
TOTAL INCLUSIVE OF TAX 20,000,000.00  
CASH ITEMS NUMBER 20,000,000.00  
RECEIPT IDENTIFICATION NUMBER B3B1744B4  
END OF LEGAL RECEIPT  
Changamoto, Tanzania P.O. Box 61724  
Phone: 0224 20222222222222222222222222222222

154 450-971  
stamp duty  
4,979,740.8

**STAMP DUTY**

Shs 4979,740.8 Collected  
Receipt No. 998421135319  
Date: 13/01/24

Deputy Commissioner Medium Taxpayers



# TANZANIA REVENUE AUTHORITY

## NOTICE OF ORIGINAL/ADJUSTED/AMENDED ASSESSMENT

TIN : 154-450-971

TAX : Stamp Duty on Land transactions TAX DEBIT NO : 696049129

TAXPAYER NAME: DOWEICARE TECHNOLOGY LIMITED

BLOCK NO : Issuing Office: Deputy Commissioner  
255 222113063 / 255 222113063

P.O.BOX : 61724

Samora Avenue  
Dar es Salaam, Tanzania

POSTAL TOWN : DAR ES SALAAM

Date of Issue: 07 February 2024

Take note that you have been assessed under the Income Tax Act, 2004.

1. Tax for :	Stamp Duty on Land transactions	TSH.	4,979,740.80
Less already Paid-in		TSH.	
2. Reasons	Final		
	*AMOUNT OF TAX DUE	TSH.	4,979,740.80
	*INTEREST THEREON	TSH.	0.00
	*TOTAL TAX AND OR INTEREST DUE	TSH.	4,979,740.80

TOTAL AMOUNT	4,979,740.80
MONTH-YEAR	2024
LAST DATE OF PAYMENT	29 February 2024

If payment is not made by the due date, proceedings for its recovery in accordance with the Tax Administration Act, 2015 will be commenced without further warning.

In case you were aggrieved with this assessment you may object by filing Objection to the Commissioner General within 30 days from the date of service of the assessment in accordance with the provision of section 51 of the Tax Administration Act, 2015 read together with its Regulations.

Alex Katundu  
Deputy Commissioner  
Medium Taxpayers Division

Address :  
TRA Medium  
Samora Avenue

Mail :  
P.O.BOX : 1629,  
Dar es Salaam, Tanzania

Telephone:  
255 222113063  
255 222113063  
Fax :  
Internet :www.tra.go.tz  
e-mail :

255 222113063

Control No:

998421135319



# TANZANIA REVENUE AUTHORITY

**ISO 9001 : 2015 CERTIFIED**

## Commissioner for Domestic Revenue Department Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s):  
Bank Account Number:  
Name of Commercial Bank:  
Mobile Phone:

DOWEICARE TECHNOLOGY LIMITED  
22510073568  
NMB LTD  
0757132638

Please transfer from my/our account the amount of TZS 4,979,740.80  
Amount in Words: Four Million Nine Hundred Seventy Nine Thousand Seven Hundred Forty and Eight Cents Only

Value Date:  
To:

08/02/2024  
Commissioner for Domestic Revenue Department  
Tanzania Revenue Authority

Account Number:  
SWIFT Code:

9921134701

TANZTZX

Details of Payment (field 70 of MT103): 998421135319

Taxpayer TIN:

154450971

Taxpayer Name:

DOWEICARE TECHNOLOGY LIMITED

### TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty on Land transactions	696049129	11414102	4,979,740.80

Signature ..... Date ...../...../20.....

Signature ..... Date ...../...../20.....

Bank use only  
Reference number

### Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.

Control No:

998421135319



# TANZANIA REVENUE AUTHORITY

**ISO 9001: 2015 CERTIFIED**

## Commissioner for Domestic Revenue Department Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): DOWEICARE TECHNOLOGY LIMITED  
Bank Account Number: 22510073568  
Name of Commercial Bank: NMB LTD  
Mobile Phone: 0757132638

Please transfer from my/our account the amount of TZS 4,979,740.80  
Amount in Words: Four Million Nine Hundred Seventy Nine Thousand Seven  
Hundred Forty and Eight Cents Only

Value Date: 08/02/2024  
To: Commissioner for Domestic Revenue Department  
Tanzania Revenue Authority

Account Number: 9921134701  
SWIFT Code: TANZTZX  
Details of Payment (field 70 of MT103): 998421135319  
Taxpayer TIN: 154450971  
Taxpayer Name: DOWEICARE TECHNOLOGY LIMITED

### TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Item Reference	GFS Code	Tax Amount(TZS)
1	Stamp Duty on Land transactions	696049129	11414102	4,979,740.80

Signature ..... Date...../...../20.....

Signature ..... Date...../...../20.....

Bank use only  
Reference number

### Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.