LEASE AGREEMENT

BETWEEN

SKYMARK PLAZA LIMITED

AND

COOTECH TZ COMPANY LIMITED

DATED 18TH DECEMBER 2024

DATE OF COMMENCEMENT 1ST JANUARY 2025

DATE OF EXPIRY 31ST DECEMBER 2025

LEASE AGREEMENT FOR WARE HOUSE PREMISES

This **LEASE AGREEMENT** is made this **18TH DECEMBER 2024** BETWEEN **SKYMARK PLAZA LIMITED**, Post Office Box **4950**, Dar Es Salaam (Hereinafter called **"The Lessor")** of the one part and **COOTECH TZ COMPANY LIMITED**, Post Office Box **11365, Dar Es Salaam** (hereinafter called **"The Lessee"**) of the other part.

NOW THIS LEASE WITNESSETH AS FOLLOWS: -

1. [a] In consideration of the rent hereinafter reserved and of the conditions hereinafter contained being observed by the **Lessee, the Lessor HEREBY LEASES** to the **Lessee** all that premises known as **Warehouse Number 3B** situated and erected on **PLOT NO. 238-241 along Nyerere Road** within the City/ Municipality/ Township of **DAR ES SALAAM** (hereinafter called "the demised premises")

   TO HOLD the same unto the **lessee** for a term of **ONE YEAR** commencing from **1ST JANUARY 2025** and expiring on **31ST DECEMBER 2025** subject nevertheless to the provisions for review, termination and renewal hereinafter contained.

   [b] **WHEREAS** the lessee desires to lease the said demised premises for the said term, at the rental and upon the covenants, conditions, and provisions herein set forth.

2. **THEREFORE,** in consideration of the mutual promises herein, contained and other good and valuable considerations herein it is agreed that;

   (a) The monthly rent for the said period shall **be USD 1375.00 (USD One Thousand Three Hundred Seventy Five Thousand Only) + VAT @ rate applicable** per month payable in advance for a total of 6 months during the term of this agreement.

   (b) The Lessee will pay a refundable security deposit equaling the rental amount for one month.

   (c) The Lessee will pay TSH 60,000.00 (TSH Sixty Thousand Only) per month towards the service charges payable six months in advance along with the rent.

   (d) Skymark Plaza Limited has a special withholding tax exemption and hence **the Lessee should pay fully the rental amount without an obligation to withhold withholding tax on rental payment.**

   (e) The Lessee shall also pay the respective stamp duty at the time of the registration of the lease agreement.

3. **Re-Entry**

The Landlord May re-enter the property (or any part of the property in the name of the whole) after the following occur:

1) Any rent is unpaid 2 weeks after becoming payable
2) Any breach of any condition or tenant covenant of this lease.

If the Landlord re-enters the property (or any part of the property in the name of the whole) pursuant to this clause, this lease shall immediately end.

4. **THE LESSEE HEREBY COVENANTS** with the **LESSOR** as follows: -

The lessee and its assigns, and to the extent that obligations (save where they are satisfied earlier) shall continue throughout the term of this lease agreement hereby created, covenants, with the lessor as follows:

(a) To pay all costs of electricity and water consumed and other charges hereinafter be assessed on the demises premises or any part thereof on the lessor or the lessee in respect thereof;

(b) To permit the lessor or his agents at all reasonable times during the said term of this lease agreement with or without workmen or others, to enter upon and examine the condition in writing from the lessor.

(c) Not to make any alterations or additions to the demised premises without first obtaining consent in writing from the lessor.

(d) Not to cut main or injure any of the walls or timber of the demised premises or the said building or suffer or permit the same to be done.

(e) To use the demised premises for the purpose of a private warehouse only.

(f) Not to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without the consent in writing of the lessor first obtained but such consent shall not be unreasonably withheld AND IT IS HEREBY AGREED AND DECLARED that upon any breach of this covenant by the lessee it shall be lawful for the lessor to re-enter upon the demised premises and the tenancy hereby granted shall determine absolute but without prejudice to the rights of action of the lessor in respect of the lessee's covenants herein contained.

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(g) Not to do or permit or suffer to be done anything, whereby any insurance of the demised against loss or damage by fire or other risks covered by the lessor's insurance policy may become void or increased and in such case to reimburse the lessor's all such expenses premium and to make good any losses suffered due to non -coverage of such occurrences.

(h) To procure all the relevant permits, clearance certificates and all other documents pertaining to the business run by the Lessee.

(i) To insure the goods inside the warehouse.

(j) Not to use the common compound space for any work and to keep the compound clean.

(k) Not to park containers on the compound once goods are offloaded. Parking of containers on the warehouse premises shall attract an extra cost of USD 100.00 per day.

(l) To provide supporting documents regarding tenant's residency status in the country or the relevant documents of the company.

5. **THE LESSOR HEREBY COVENANTS** with the **LESSEE** as follows: -

(a) The lessee having occupied the said demised premises and observing and performing the several covenants on his part shall peacefully hold and enjoy the demised premises without any interruptions from the lessor or his agent.

(b) To pay and discharge the leased rates, taxes, assessments, impositions, duties, charges and outgoing whatsoever save electricity/or telephone charges, and other charges relating to the term of this lease agreement which are now or may hereafter become imposed or charged upon the demised premises payable by the lessee in respect thereof:

(c) In case of damage to the leased PREMISES or its appurtenances by fire, earthquake, war or other unforeseen cause, the lessee shall immediately give notice thereof to the lessor. If the lease premises shall be damaged by fire or other causes without fault or negligence of the lessee, or its agents, clerks, servants or visitors, the injury shall be repaired, at the expense of the lessor, as speedily as possible, after such notice; but if leased PREMISES be so nearly destroyed as to make it untenable, without the fault or neglect of the lessee, either party may demand rescission of this contract. All advance but unused rentals shall be refunded by the lessor to the lessee without the necessity of demand

6. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that: -

(a) Except where the lessee is responsible for the damage sustained, as contemplated in 4(c) above, the lessor will make good repair within a period of two (2) months from the date of such damage or destruction then the lessee at his own option may terminate this lease agreement forthwith by notice in writing and thereupon this lease agreement shall be absolutely determined and the unexpired period of the lease.

(b) **Should the Lessor require possession of or Lessee desire to vacate the demised premises** during the continuance of this lease the party concerned shall give **one month's notice** of his such desire in writing to the other party. In the case of such eventuality, the lessor agrees to reimburse the lessee with the balance of the rent paid in advance.

(c) If the Lessee shall be desirous of taking a lease of the demised premises for any further term from the expiration of the term hereby granted, shall not less than one (1) month before the expiration of the term hereby granted, have given to the lessor notice in writing of his such desire and if he shall have reasonably performed and observed up to the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the lessor shall let the demised premises to the lessee for the further term of such years and at a rent to be mutually determined by the parties hereto.

7. **NOTICES:**

Any notice under this agreement shall be in writing and shall be sufficiently served or dispatched by registered post to the address of the addressee or at the email IDs as follows:

Lessor: info@skymark.co.tz
Lessee:411817259@qq.com
Chenchaojia26@gmail.com

8. **DISPUTES:**

All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or in relation to the subject matter of this lease will be resolved by mutual consensus

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IN WITNESS WHEREOF the parties hereto have duly executed these in the manner and on the days and year hereinafter mentioned.

SEALED with company seal of the said **SKYMARK PLAZA LTD** and **DELIVERED** in the presence of this **1st JANUARY 2025**

Signature: _____ **LESSOR**

Name: ANAND G. MONANI.

Postal Address: P.O.BOX 4950, Dar Es Salaam

Qualification: DIRECTOR

SKYMARK PLAZA LIMITED P. O. Box 4950 DAR ES SALAAM

In presence of

WITNESS :

Name: Himanshu Sachet

Signature: _____

Postal Address: 4950 - Dar-es-Salaam

Qualification: Project co-ordinator

SEALED with the company seal of the said **COOTECH TZ COMPANY LIMITED** and **DELIVERED** in the presence of us this **1ST JANUARY 2025**

Signature: _____ **LESSEE**

Name: chaojia

Postal Address: P.O.BOX 11365, Dar es Salaam

Qualification: Director

COOTECH TZ COMPANY LIMITED P. O. Box 11365 DAR-ES-SALAAM

In presence of

WITNESS

Name: LIZICHEN

Signature: _____

Postal Address: _____

Qualification: _____