



THE LAND REGISTRATION ORDINANCE

(CAP.334)

LEASE

BETWEEN

**MKG TRUST INVESTMENT LTD**

AND

**KWM MOTORS (T) LIMITED**

**TIN # 165-625-390**

AGREEMENT FOR THE LEASE OF WAREHOUSE BUILDING SITUATED ON PLOT 116, ALONG MWAKALINGA ROAD CHANG'OMBE INDUSTRIAL AREA DAR ES SALAAM WITH A CERTIFICATE OF TITLE NO:22768 REGISTERED AT DAR ES SALAAM LAND REGISTRY.

DRAWN BY

MKG TRUST INVESTMENT LTD

P.O.BOX 1565

DAR ES SALAAM.

THIS LEASE is made and executed this <sup>31</sup> Day of ~~OCTOBER~~ 2024

**BETWEEN**

**MKG TRUST INVESTMENT LIMITED** of P.O.Box 1565, Dar Es Salaam (hereinafter referred to as “the Landlord” which expression shall where the context so admits includes his successors and assigns) of the one part.

**AND**

**KWM MOTORS (T) LIMITED** of P.O.Box 3388, Dar Es Salaam (hereinafter referred to as the “ the Tenant” which expression shall where the context so admits includes its successors and assigns) of the other part.

**WHEREAS** the Landlord is the absolute and registered owner of a commercial property located on Plot No. 116 along MWAKALINGA ROAD CHANG’OMBE, in Temeke Municipality constituting a Right of Occupancy with a certificate of Title NO. 22768 registered at the Dar Es Salaam Registry.

**AND WHEREAS** the Tenant is desirous of renting the Demised premises which covers 600 sq meters and the Landlord is willing to lease the same to the Tenant, subject to the terms and conditions hereinafter specified.

**AND WHEREAS** the Landlord is agreeable to leasing the said warehouse (hereinafter referred to as the “demised premises”)

**NOW THEREFORE** and in consideration of the covenants and agreements hereinafter set forth the Landlord agrees and consents to lease to the Tenant the aforementioned demised premises under the following terms and conditions:

1. This lease shall be for a period of one (1) year from the 1<sup>st</sup> NOVEMBER 2024 to 31<sup>st</sup> OCTOBER 2025

1.1 Should the Tenant desire to exercise its option to renew the Lease for further terms the Tenant shall signify the intention to the Landlord by giving at least thirty (30) days the written notice prior to the expiration of the Lease.

- 1.2 The Landlord will on receipt of the written notice of the Tenant grant to the Tenant a renewal of the Lease of the demised premises for further term, which shall be covered by a new Lease on terms and conditions to be mutually agreed to by the parties.
  
2. The tenant shall pay the Landlord for leasing the demised premises at a monthly rent of **USD ONE THOUSAND SEVEN HUNDRED DOLLARS EXCLUSIVE VAT (USD 1700+VAT) PER MONTH.**
  - 2.1 Service charges for the premises are **USD ONE HUNDRED AND FIFTY DOLLARS EXCLUSIVE VAT (USD 150+VAT) PER MONTH.**
  - 2.2 **Lease for the demised premises shall be for one year.**
  - 2.3 **Rent for the demised premises shall be paid for one year in advance.**
  
3. The Tenant **HEREBY COVENANTS** with the Landlord as follows:
  - 3.1 To pay the cost of electricity used on the demised premises as per invoices/bills submitted by TANESCO.
  - 3.2 To pay the advocate's fees and stamp duty, if applicable, in respect of the preparation and registration of the Lease.
  - 3.3 To comply with all the by-laws, rules, and regulations of any Government or Local authority affecting the business of the Tenant and to obtain or cause to be obtained all authorizations to carry on its business at the premises.
  - 3.4 To keep the demised premises clean and tidy at all times and not to allow any litter to be deposited upon any parts surrounding the building.
  - 3.5 To keep the demised premises in good and substantial repair and condition and to replace any breakage thereof with similar quality materials within twenty-one (21) days of the damage being caused.
  - 3.6 Not to place or affix or cause to be fixed anything to the exterior of the demised premises without the prior consent of the Landlord of which consent shall not be unreasonably withheld or delayed.
  - 3.7 Not any time during the term of the Lease to make any structural alterations or additions or otherwise to the demised premises or any other part of the building without the written consent of the Landlord if which consent shall not be unreasonably withheld or delayed.

- 3.8 To permit the Landlord or this agent with all necessary workmen and appliances at all reasonable times after prior notification to the Tenant to enter upon the demised premise to execute repairs under the Landlord's covenants hereinafter contain.
  - 3.9 Not to sublease, transfer, assign, sell, or part with the benefit of this Lease or part thereof to any third party without prior written consent of the Landlord at his absolute discretion of which consent shall not be unreasonably withheld or delayed.
  - 3.10 Should not place or store any dangerous or inflammable or alcohol materials in the demised premises and not to do or permit to be done in the demised premises or any part thereof anything which may become a nuisance, annoyance, damage or inconvenience to the Landlord, neighbors or occupiers of the other demised premises in any way interfering with the quite enjoyment of the Landlord, neighbors or occupiers or cause the Landlord's insurance to be invalidated.
  - 3.11 At the determination of the term hereby created to quietly yield up the demised premises together with all the fittings fixtures in such good tenantable repair and condition as shall be in accordance with the covenants in that behalf on the part of the tenant herein contained.
4. The Landlord **HEREBY COVENANTS** with the Tenant as follows:
- 4.1 That he has a good title of the property constituting the demised premises and has powers to lease the same
  - 4.2 The landlord shall permit the Tenant to employ security guards for the demised premise
  - 4.3 The Maintain in good working order and repair all sewers, drains, channels, water courses, gutters, rainwater, soil, pipes, sanitary apparatus pipes, wires, and cables and supply lines in under or upon the building which shall serve the same (excluding nevertheless any which lie within the demised premises and exclusively serve the same).
  - 4.4 To insure and keep insured the demised premises and Landlord's fixtures therein against loss or damage by fire and such other risks as the Landlord shall deem desirable or expedient in some insurance office or with underwriters or repute (a summary of insured risks and the name of the insurers to be supplied to the Tenant upon request) and in case of destruction of or damage to the demised premises or any part thereof from any cause covered by such insurance as to make the same unfit for occupation and use the lay out all the money received in respect of such insurance (other than for the loss of rent architects and surveyors fees and demolition

and clearance expenses) in rebuilding and reinstalling the same as soon as reasonably practicable.

4.5 That the tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the tenant contained shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Landlord of any person rightfully claiming under on in the trust of the Landlord.

**5. PROVIDED ALWAYS THAT, AND IT IS HEREBY AGREED AS FOLLOWS: -**

- 5.1 If the rent hereby reserved or any part thereof shall be unpaid for fourteen (14) days after becoming due and payable (whether formally demanded or not) and if there shall be any breach, non-performance, or non-observance by the Tenant of any part of the Lease the Landlord shall determine this Lease by giving the Tenant of any party of months' notice without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants by the Tenant herein before contained.
- 5.2 If the Tenant shall desire to determine the Lease the Tenant shall give to the Landlord thirty (30) days' notice in writing of the Tenant's intention to terminate the Lease and on the expiry of the notice the Lease shall be terminated forthwith.
- 5.3 The Landlord may determine the Lease at any time by giving thirty (30) days should the Tenant:
- a) Abandon the premises or leave the same unattended or without reasonable cause not to operate the warehouse premises for three consecutive months.
  - b) Fail to secure or renew its licenses or authorization to operate a business or have its license revoked.
  - c) Commit any act of bankruptcy or compound with its creditors or suffer execution or distress to levied upon its goods.
  - d) Provide services contrary to the agreed terms under or breaches any of the Tenant's covenants herein agreed.
6. Whenever the demised premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire vandalism, earthquake, flood, storm, war, civil disturbance government action, or other similar event, this Lease shall at the option of the Tenant immediately terminate.

- 6.1 In the case of partial destruction, damage, unfitness, or incapacity, this lease may terminate in whole or in part at the tenant's options, and should the Tenant Choose to exercise this option, he shall provide written notice to the Landlord and no rent shall accrue to the Landlord after such termination which shall be effective as at the date the demised premises were rendered untenantable under the terms of this clause.
- 6.2 Should the Tenant elect to remain in the demised premises rendered partially tenantable, the Landlord shall be obliged to proceed with all the reasonable diligence and expedition to restore or repair the demised premises to the condition in which they were immediately prior to such destructions or damage AND it is agreed that if the said repairs are made the materials used shall be at least equal to those that existed at the time of the said destruction of damage. In this event, the Tenant shall be entitled to a proportionate reduction of rent from the day of such partial destruction or damage until the restoration of the demised premises is complete.
- 6.3 If the Lease is terminated under the terms of this clause, the Landlord shall within forty-five (45) business days from the date of termination refund all advance rental payments in excess of the rental liability accrued as calculated by multiplying the rental rate per day by the number of days of the Tenants occupancy under the Lease.
7. The Landlord shall not accept any responsibility for any loss, injury, death, or any damage whatsoever to the tenant his staff, clients, or property on or off the demised premises through whatever case.
8. All disputes or differences whatsoever shall arise any time hereafter whether during the continuance of the Lease or after its discharge or determination between the parties hereto touching or concerning this Lease or its construction or effect or as the rights duties or liabilities if the parties hereto or any of them under or by virtue of this Lease or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this lease in the first instance the parties shall endeavor to settle such matter amicably failing which the matter shall be referred to three (3) arbitrators in accordance with the subject to the provisions of the Arbitration Ordinance (Cap. 15) or any statutory modification or re-enactment thereof for the time being in force.
9. The Tenant hereby agrees to accept this Lease subject to the covenants, agreements, conditions, restrictions, stipulations, and provisions set forth and referred to.

10. This Lease shall be governed by and constructed in accordance with the Laws of Tanzania.

11. Any notice to be given under the lease may be given by sending the same by post, by the quickest mail available, or by fax addressed to the party concerned at this address as herein below:

**In the case of the Landlord:**

**MKG TRUST INVESTMENT LTD**

**P.O BOX 1565**

**DAR ES SALAAM**

**TEL: +255 713 761 767**

**In the case of the Tenant**

**THE DIRECTOR**

**KWM MOTORS (T) LIMITED**

**ZHANG XINQI**

**P.O Box 3388**

**DAR ES SALAAM**

**TEL: +255 766 546 575**

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days and the year herein before appearing.

SIGNED and DELIVERED by the said

MKG TRUST INVESTMENT LTD who  
is known to me

In my presence this 31 day of OCTOBER 2024

Name: ARIF M K GHARTEY

Signature: 

Postal address: 1565

Designation: DIRECTOR

SIGNED AND DELIVERED by

KWM MOTORS (T) LIMITED

for and on behalf of

In my presence this..... day of ..... 2024

Name: ZHANG XIAOYI

Signature: 

Postal address: .....

Designation: Director

MKG TRUST INVESTMENT LTD.  
P. O. Box 1565  
DAR-ES-SALAAM  
TANZANIA

LANDLORD

SIGNATURE

LANDLORD



TENANT

TENANT