



LEASE AGREEMENT

BETWEEN

MWANZA CITY COMMERCIAL COMPLEX COMPANY LIMITED

(LESSOR)

AND

AKT ENGG & FLOW CONTROLS CO. LTD

(LESSEE)

LEASE AGREEMENT

BETWEEN

MWANZA CITY COMMERCIAL COMPLEX COMPANY LIMITED of P.O Box 172, Mwanza, incorporated under the Companies Act, Cap 212. (hereinafter called "the **LESSOR**" which expression shall, where the context so admits, include its successors and assigns) of the **ONE PART,**

AND

AKT ENGG & FLOW CONTROLS CO. LTD of Postal Code/address **123 MWANZA - TANZANIA,** (hereinafter called "the **LESSEE**" which expression shall, where the context so admits, include its successors and assigns) on the **OTHER PART.**

THIS LEASE WITNESSES as follows:

WHEREAS:

- A.** the **LESSOR** is the holder of a landed property with **Title No.53475 LR** registered in the Land Registry at Mwanza located and in the terms thereof is entrusted to enter into lease agreement;
- B.** the **LESSEE** through letters and other correspondences has presented itself to the **LESSOR** as having the capacity, desire and is willing to lease part of the property detailed above for the purposes described hereinafter; and
- C.** the **LESSOR** has accepted the desire of the **LESSEE** to lease part of the property upon terms and conditions hereinafter set forth.

WHEREFORE, the LESSOR and the LESSEE HEREBY AGREE to enter into this Lease Agreement under the terms and conditions stipulated hereunder.

1.0 THAT, the details of this agreement shall be as per Table 1 herein below.

Table 1: Details of Lease Agreement

No.	ITEMS	DESCRIPTIONS	
1.	THE LESSEE:	AKT ENGG & FLOW CONTROLS CO. LTD	
2.	ADDRESS	P.O. BOX 123 MWANZA	
3.	TIN NO.	180 122 900	
4.	VRN NO.		
5.	NIDA NUMBER (Applicable for individual Citizens)	N/A	
6.	PASSPORT (Applicable for individual Non-Citizens)	N/A	
7.	BUILDING NAME/FULL ADDRESS:	Rock City Mall, situated on Plot No.494, Block KV, Kirumba Valley, at Ghana areas, along Makongoro Road in Mwanza , with Title No. 53475 LR.	
8.	THE PREMISES: OFFICE SPACE/ SHOP No.	F 222	
9.	PREMISES MEASURING:	34.72 SQUARE METRES	
10.	RATE OF RENT PER SQUARE (in case rent is charged per m ²)	13,000/=	
11.	RENT IN LUMP SUM (in case rent is not charged per m ²)	N/A	
12.	RATE OF SERVICE CHARGE PER SQUARE METER/LUMP SUM	N/A	
13.	PARKING LOTS		
14.	USE OF PREMISES	Demised Premises	Uses
		Office NO. F 214	OFFICE ACCOMODATION
15.	COMMENCES	YEAR	MONTH
		2024	01 ST DECEMBER
	EXPIRES	2027	31 ST DECEMBER
16	GRACE PERIOD (if applicable)	Commence	Expiry
		1 ST DECEMBER 2024	31 ST DECEMBER 2024

2.0 THAT, rent, service charge, security deposit and mode of payment shall be as per Table 2 herein below:

Table 2: Details of rent, service charge, parking fees and mode of payment

RENT (VAT Incl.)	TOTAL	MODE OF PAYMENT
451,360.00	5,416,320.00	ANNUALLY IN ADVANCE
SERVICE CHARGE (VAT Incl.)	TOTAL	MODE OF PAYMENT
N/A	N/A	N/A
PARKING FEES (VAT Incl.)	TOTAL	MODE OF PAYMENT
33,000.00	33,000.00	MONTHLY
SECURITY DEPOSIT	TOTAL	MODE OF PAYMENT
451,360.00	451,360.00	Paid once prior to possess the premises.

3.0 THAT, the required rent shall be paid to the **Lessor** by the Lessee paying to the Lessor Bank Account indicated in the invoice issued by the **Lessor**.

4.0 RENT SECURITY DEPOSIT

4.1 The **LESSEE** shall provide a Rent Security Deposit to the **Lessor** of the value of an equivalent of One (1) month's rent.

4.2 The Rent Security Deposit shall be issued to the **Lessor** by the **Lessee** on the date of signing this lease agreement or any earlier date which shall entitle the Lessor to set-off or settle unpaid rent or any monies payable out of the obligations under this lease.

4.3 On the date of determination of this Lease Agreement, the Lessor shall have the right of applying the whole amount guaranteed by the Rent Security Deposit or portion thereof towards payment of the rent arrears, water, electricity or other charges, key replacements, renovations or any other liability of whatsoever nature for which the Lessee is responsible.

4.4 The Rent Security Deposit shall remain deposited to the Lessor or his authorised agent, if any, free of interest until after vacating of the premises by the Lessee and the complete discharge of all the Lessee's obligations to the Lessor arising from the lease.

4.5 The Lessee shall ensure that the Rent Security Deposit remains fully paid-up for the whole agreement period, failure of which shall constitute a breach and therefore the Lessor shall be entitled to terminate the Agreement.

5.0 TAXES AND DUTIES

THAT, all taxes, duties, fees and levies arising from this contract shall be paid in accordance with relevant Laws.

6.0 FAILURE, NEGLECT OR REFUSAL TO PAY RENT OR OTHER CONDITIONS

6.1 **THAT,** Where and whenever the rent remains unpaid for **thirty (30) days** from the date when such rent becomes due, the LESSOR shall exercise the rights provided under relevant laws, including, evicting the **LESSEE** from the demised premises.

6.2 **THAT,** where the Lessee fails to observe or perform any other condition, covenants or other term expressly or impliedly provided under this lease

agreement, the **LESSOR** shall exercise the rights set forth in the relevant applicable Laws, including to demand the **LESSEE** to remedy the breach or eventually to terminate the Lease.

7.0 UTILITIES

THAT, the **LESSEE** shall be responsible for and shall pay on demand for actual charges arising out of its use of electric current, water, service charges that include security, garbage collection and cleaning; and other charges as levied by any utility company or authorised person in respect of the demised premises or any other part within the building assigned to the **LESSEE** by the **LESSOR** for the **LESSEES** exclusive use.

8.0 WARRANTIES AND CONDITIONS

8.1 The **Lessor** and **Lessee** warrant to observe conditions, covenants and warrants provided under the Land Act CAP 113 and other relevant Laws governing lease agreements.

8.2 Notwithstanding the Clause above, the **Lessor** and **Lessee** warrant as follows: -Where the appurtenances and/or electrical, drainage and sanitary works, thermostats and air conditioning appliances are or become defective, excluding fair wear and tear, the **LESSEE** shall be obliged to replace them at the **LESSEE'S** expense.

8.3 The **LESSEE** shall repair any damage caused to the premises, which may be caused by forcible entry by the **LESSEE** or his agents.

8.4 The **LESSEE** shall:-

- (a) keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
- (b) At all times keep the premises in clean, tidy and sanitary condition;
- (c) Not be entitled to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the **LESSOR** (and any such signs, notices or other matter shall be removed by the **LESSEE** prior to the end of its occupation of the premises and any damage thereby caused to the premises shall be made good by the **LESSEE**). Such consent shall however not be unreasonably withheld;
- (d) Not obscure any plate glass windows by painting or otherwise;
- (e) Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may result into damage to the premises;

- (f) Not change interfere with or overload the electrical installation in the premises;
- (g) Not obstruct, interfere or tamper with any thermostats or air conditioning appliances in the premises or the building;
- (h) Pay for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used within the demised premises;
- (i) Not place any heavy article in the premises without the **LESSOR'S** prior written consent, which consent shall not be withheld unreasonably;
- (j) Not install in the premises air conditioning or ventilating units or equipment without the **LESSOR'S** prior written consent, which consent shall not be unreasonably withheld or delayed;
- (k) Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property; or in the entrance hall, staircase of the building or in the yard of any portion of the property;
- (l) Not pack or unpack goods except within the premises.

9.0 DISPOSITION BY LESSEE

There shall be no any kind of disposition by the **Lessee** under this lease agreement without prior written consent of the **Lessor**.

10.0 TERMINATION OF LEASE

10.1 TERMINATION BY LESSOR

10.1.1 Lessor may terminate this lease agreement, upon issuance of notice of thirty (30) days' notice, in case rent remains unpaid for one month after the due date of payment whether or not demanded for payment as remedy by the Lessor or its agent or failure to observe or perform any condition, covenant or term;

10.1.2 In case the Lessor intends to repossess the premises shall forthwith issue to the Lessee a notice of not less than thirty (30) days.

10.2 TERMINATION BY THE LESSEE

10.2.1 In case the Lessee intends to terminate this lease agreement shall forthwith issue to the Lessor a notice of not less than thirty (30) days.

10.2.2 In an event the LESSEE pays rent in advance, and the LESSEE has an intention to vacate before the rent is fully utilized, the LESSOR shall not be obliged to compensate for the remain RENT

11.0 ACCESS TO PREMISES

The LESSEE shall at all reasonable times and reasonable causes during the period of this Lease permits Lessor's representative or its agents, prospective Lessees or purchasers of the property, of which the premises form a part, or of the share capital of the LESSOR, to enter the interior of the premises.

12.0 COMMUNICATIONS

12.1 Unless otherwise specifically directed in writing, all communications to the LESSOR shall be made to:
 Company Manager,
 Mwanza City Commercial Complex Co. Ltd,
 Rock City Mall,
 P.O. Box 172,
 Mwanza.

12.2 Unless otherwise specifically directed in writing, all communications to the LESSEE shall be made as per Table 3 herein below:

Table 3: Address of the Lessee

Name	JAMIES THOMAS
Position	REGIONAL SALES MANAGER
Institution/Company	AKT BAGG AND FLOW CONTROL
Full Postal address	2863
Telephone	0718745752
E-mail address	James@aktengs.com
WhatsApp	0718745752

12.3 Mode of communication shall be deemed to have been completed if the refereed document/letter is delivered to either any official/person/agent of the LESSEE at the premises or directly to the person described in clause 12.2 through channels of communication hereinabove stated.

13.0 FIRE HAZARDS AND INSURANCE

13.1 The LESSEE shall not at any time bring, allow to be brought or kept on the premises, do or permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the

building may be liable to become void or voidable or whereby the premium for any such insurance may be increased.

13.2 Where the premium for such insurance is increased as a result of any act or omission contemplated above, whether with the **LESSOR'S** written consent or not, the **LESSOR**, without prejudice to any of its rights hereunder, may recover from the **LESSEE** the amount of the increase immediately on notification from the **LESSOR** and/or the insurance company to the effect that such additional premium has been charged.

13.3 The **LESSEE** shall take an independent comprehensive premium for insuring his owns goods.

14.0 ALTERATIONS AND ADDITIONS

14.1 The **LESSEE** shall not make any alteration or addition or renovation or improvement of whatever nature to suit the Lessee's preference to the premises without the **LESSOR'S** prior written consent, such consent not to be unreasonably withheld. Provided that any cost arising from alteration or addition or renovation or improvement shall be covered by the Lessee.

14.2 The **Lessee** shall ensure that alterations or additions or renovation or improvements of whatever nature are to be executed by competent and qualified person by the relevant Authorities and Professional Bodies.

14.3 Any alteration or addition or renovation or improvement made by the Lessee having a nature of permanent affixation to the premises shall become part of the premises.

14.4 Any alteration or addition or renovation or improvement made by the Lessee **NOT** having a nature of permanent affixation may be removable by the Lessee upon consent of the Lessor subject of making good to the premises.

15.0 REPAIR, CLEANLINESS AND REPLACEMENT OF WORN OUT FIXTURES AND EQUIPMENT

15.1 Ordinary Maintenance

The **LESSEE** shall, unless hereinafter specified to the contrary, maintain the said premises in good repair, habitable and leasable condition during the continuation of this Lease.

15.2 Cleanliness

The **LESSEE** shall clean and at reasonable intervals and periodically as would be necessary, fumigate the demised premises and keep them in a clean condition.

16.0 USAGE CLAUSE

16.1 The **LESSEE** shall not cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one (1) months without notice to the **LESSOR**.

16.2 The **LESSOR** shall ensure the **LESSEE** peacefully and quietly holds and enjoys the demised premises without any interruption or disturbance from or by the **LESSOR** or any person claiming under or in trust for the **LESSOR**.

17.0 HANDING OVER OF THE PREMISES

The Lessee shall immediately upon expiration or termination of the lease agreement surrender to the Lessor all keys in respect of the demised premises.

18.0 EXTENSION OF THE LEASE

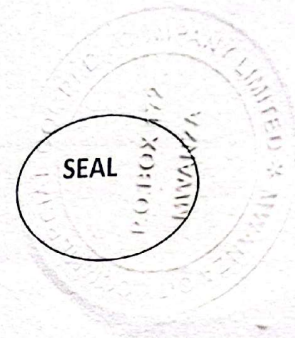
One month before expiration of the term of this Lease, the **LESSOR** may offer, and the **LESSEE** may accept extension of the Lease on such terms as may be mutually agreed upon by the parties.

19.0 APPLICABLE LAW

This Lease Agreement shall be governed and construed in accordance with the provisions of the Land Act CAP 113 and other relevant laws of the United Republic of Tanzania.

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

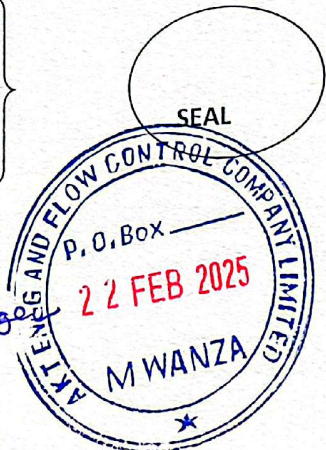
SEALED with the **COMMON SEAL** of the said **MWANZA CITY COMMERCIAL COMPLEX COMPANY LTD** in our presence this 5th day February 2024



Signature: [Signature]
Name: Annette Snow
Qualification: **Company Manager**
Postal Address: **P.O. Box 172, MWANZA**

Signature: [Signature]
Name: Wilbard Roman
Designation: Company Accountant
Postal Address: **P.O. Box 172, MWANZA**

SEALED with the **COMMON SEAL** of **AKT ENGG & FLOW CONTROLS CO. LTD** thisDay of.....2024 in the presence of



Signature: [Signature]
Name: JAMES THOMAS
Qualification/Designation: Region Sales Manager
Postal Address: 2863

Signature: [Signature]
Name: MBALU NYALAJA
Qualification/Designation: ADVOCATE
Postal Address: 6485 MWANZA

