

**THE LAND ACT [CAP 113 R.E 2019]**

**AND**

**THE LAND REGISTRATION ACT [CAP.334 R.E 2002]**

**LEASE AGREEMENT**

**BETWEEN**

**HERCULES BOOM LEASING COMPANY LIMITED**

**AND**

**SANY TANZANIA LIMITED**

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**FOR THE PROPERTY LOACTED AT PLOT.NO.315,MBEZI BEACH INDUSTRIALAREA,KINOMDONI  
MUNICIPALITY,TANZANIA**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease"), is made on the Day of, 2024

### BETWEEN

**Hercules boom leasing company limited**, a company incorporated in Tanzania under the Companies Act [CAP. 212 R.E 2002] address for purposes hereof is P.O. Box 38882 Tanzania (hereinafter called "the **Lessor**" which term shall include his assigns and successors in title unless the context does not so permit) of the one part;

### AND

**Sany Tanzania Limited** liability company incorporated in Tanzania under the Companies Act [CAP. 212 R.E 2002] whose address for the purposes hereof is P.O.Box 8673, Dar es Salaam, Tanzania(hereinafter called "the **Lessee**" which term shall include its assigns and successors in title unless the context does not so permit) of the other part.

### PREAMBLE:

- A. **WHEREAS** the Lessor is the developer of the property located at plot No.315, mbezi beach industrial area, kinondoni municipality, Dar es salaam, Tanzania with 7000 sm plot storehouse and office building. (hereinafter referred to as "the **Property**");
- B. **WHEREAS** the Lessee wishes to lease the Property from the Lessor and the Lessor on his part has agreed to lease the Property to the Lessee;
- C. **AND WHEREAS** the Lessor and the Lessee are now desirous of entering into a Lease Agreement, being this Lease.

**NOW THEREFORE THE LESSOR AND THE LESSEE HEREBY AGREE** as follows:-

1. **TENANCY AND RENT CLAUSES:**

**a) Leased Premises**

The Lessee as a tenant hereby accepts to occupy the above Property located at plot No.315, mbezi beach industrial area, kinondoni municipality, Dar es salaam, Tanzania with 6200sm land including 2650sm storehouse, 340sm office, 340sm dormitory, local stuff's rest house 3nos and available plot for parking 2000sm . ("The Leased Premises")

**b) Lease Period**

The Lessor hereby agrees to lease the Property to the Lessee and the Lessee on its part hereby agrees to take the Property on lease from the Lessor for period of (2) five years, from to ("the **Lease Period**"). The Lease shall be renewable for a further period of (2) Five years upon express written request by the Lessee to the Lessor.

**c) Renewal**

- i. The parties may agree to renew this agreement for a further term subject to negotiations at the time of renewal.
- ii. The Lessee shall have the first option of renewing this lease agreement for similar or lesser period of time.
- iii. A written application for renewal shall be made by the Lessee, at least three (3) three months before the existing lease expires, and the Lessor shall respond before the end of the term.

**PROVISO:** So long as the Lessee is not in breach of this lease agreement, therefore, upon review, the Lessee shall be willing to pay such rent as stipulate under clause 1 (d) of this agreement and the Lessor shall not reject the application for renewal.

**d) Rent:**

- i. The rental fees payable under the demised property shall be USD Fifteen thousand USD only (USD: 15,000/=) VAT exclusive per month or equal





Tanzania shillings, which shall be payable every six months in advance to the landlord.

Rate for each unit

| Item | Description | Rate /per month | remark |
|------|-------------|-----------------|--------|
| 1    | Ware house  | 9,000 USD       |        |
| 2    | Office      | 3,000USD        |        |
| 3    | House       | 3,000USD        |        |
| 4    | TOTAL       | 15,000USD       |        |

- ii. The rent will initially be fixed for a period of (2) years, after the expiry of the initial (2) years period, the rent will be subject to escalation to a maximum of 3% after the successful completion of a 2 year cycle.

## 2. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Lessee hereby represents, warrants and covenants with the Lessor that:-

- The Lessee shall pay rent herein reserved on its due date without any formal demand or deductions.
- The Lessee shall pay all charges for electricity and water charges with respect to the Leased Premises.
- The Lessee shall not use the Leased Premises for any other purposes other than for business, offices and purposes incidental thereto, which shall at all times be lawful.
- The Lessee shall also be liable to pay for stamp duty in order for the lease to be registered.
- The Lessee shall insure and keep insured all of its belongings and properties in the Leased Premises against loss or damage by fire or such other risk or risks as the Lessee may deem appropriate;



- f) The Lessee shall have the full authority to sublet any part of the Leased Premises for the purposes of enhancing its healthcare facilities, without the Lessor's prior consent;
- g) The Lessee shall not permit anything in or upon the Leased Premises that may be or become a nuisance or annoyance to the Lessor or any of the occupiers of the adjoining properties;
- h) The Lessee shall permit the Lessor and their worker reasonably, after a prior notice, except in case of an emergency, to enter upon and inspect the Leased Premises. Upon the expiration or sooner termination of the term of this lease agreement, the Lessee shall deliver to the Lessor the Leased Premises in the same condition and standard and quality as on the commencement date of the term hereof, fair wear and tear expected.
- i) The Lessee shall observe all rules, regulations, laws and by laws of the local authority and the United Republic of Tanzania.

**3. LESSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS:-**

The Lessor hereby represents, warrants and covenants with the Lessee that:-

- (a) The Right of Occupancy is free of all encumbrances.
- (b) The Property shall be kept free from any further encumbrances during the Lease Period.
- (c) Provided that the Lessee pays the rent herein reserved and observes and performs the covenants herein contained and on its part to be observed and performed, the Lessee shall peacefully hold and enjoy the Leased Premises without any interruption or interference from the Lessor or any persons lawfully claiming under or in trust for the Lessor.
- (d) The Lessor authorizes the removal of any additions, alteration or improvement made to the demised premises at the expiration of the term by the Lessee, provided additions, alterations and/or improvements are removable, and do not destroy the condition of the Leased Premises.

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- (e) During the continuance of the Lease Agreement to keep and maintain the Demised Premises in state of good structural repair and in condition suitable for human habitation and occupation.
  - (f) The Lessor will not dispose of the property during the lease period.

#### **4. MISCELLANEOUS CLAUSES**

##### **a) Structural Changes:**

Any changes that may be required to be done in the said property by the Lessee can be done with prior notification and approval from the Lessor as long as the exercise does not reasonably damage the property of the Lessor.

##### **b) Breach of Contract**

Each of the following events shall constitute an event of default under this agreement:

- i. If the Lessee shall fail to pay any rent installment or any other charges or payments provided for in this agreement on the date the same is due.
- ii. If the Lessee shall default in the performance of or compliance with any of the terms, covenants, agreements, conditions or provisions of this agreement and the default shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.
- iii. If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of the Lessee.
- iv. If any bankruptcy, re-organization, moratorium, insolvency, creditor adjustments or debt rehabilitation proceedings or the like are instituted by or against the Lessee under any law.
- v. If a liquidator, receiver, custodian, sequester, conservator, trustee or other similar judicial officer is applied for by the Lessee or appointed for the Lessee; and
- vi. If the Lessee becomes insolvent in the bankruptcy or equity sense.

##### **c) Termination**

Subject to the provisions of this agreement, this lease shall only be terminated by the Lessor if:

- i. The term of this agreement has lapsed (2years) without Lessee's intention to renew this agreement or;
- ii. There is a breach of any of the conditions of this agreement.
- iii. In the event of a breach of any of the defaulting party was given thirty (30) days' notice to remedy the fault, but failed/neglected/ignored to make good or remedy the fault, without reasonable cause or without justifiable sound reason.

Subject to the provisions of this agreement, this lease shall only be terminated by the Lessee if:

- i. It has provided the Lessor with a three (3) months' written notice indicating the intention to terminate the lease.
- ii. There is a breach of any of the conditions of this agreement.
- iii. In the event of a breach of any of the defaulting party was given fourteen (14) days' notice to remedy the fault, but failed/neglected/ignored to make good or remedy the fault, without reasonable cause or without justifiable sound reason.
- iv. The Lessor and Lessee agree in writing.

**PROVIDED ALWAYS**

Termination of this agreement shall:

- a) Strictly be in writing
- b) In the event of clause 9 (c) of this agreement, the aggrieved party shall have the right to be compensated by the defaulting party, such amount of profit expected from commercial interest, including goodwill and any additional sums that shall be determined by the aggrieved party to be a just and fair compensation.

**d) Notices:**





Any notice required or permitted under this Lease Agreement shall be in writing and served on the Lessee by leaving it at the Leased Premises or sending it by registered post at its address herein before mentioned and, in the case of the Lessor by sending it by registered post at the address herein before mentioned or such other address as the Lessor may designate in writing.

For the purpose of services at the hereunder physical address unless of otherwise changed and such notification of any change shall be immediate be to the other party;

**For the Lessor:**

**Hercules boom leasing company limited**

**For the lessee:**

**Sany Tanzania Limited,**

**e) Dispute Resolution:**

In the event of any dispute or claim arising from or in connection with this lease, which is not settled mutually by the parties thereto, such dispute or claim may be referred to Arbitration. The arbitration will be conducted by 1 arbitrator and will take place in Dar es Salaam, Tanzania. The proceedings of the arbitration will be in English.

**f) Entire Agreement:**

This lease agreement is the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations, warranties and undertakings of the parties and no addition alteration or modification of this lease agreement shall be binding or valid unless it is in writing and signed by the duly authorized representatives of each of the parties hereto.

**g) Amendments:**



The provisions of this Lease may be amended from time to time by the parties and such modification as the Lessor and the Lessee may agree shall be in writing and supplemental to this lease.

INWITNESSWHEREOF the parties herein have caused this Agreement to be executed, in one or more counterparts on the date appearing herein.

SEALED with the common SEAL of the said  
Hercules boom leasing company limited  
and delivered in the presence of  
us this 29 day of Feb, 2024



NAME: MING Fung  
ADDRESS: P.O. Box 420 DSM  
QUALIFICATION: Director  
SIGNATURE: [Signature]

NAME: YING PIN LIU  
ADDRESS: P.O. Box 420 DSM  
QUALIFICATION: Director  
SIGNATURE: [Signature]

SEALED with the common SEAL of the said

Sany Tanzania Limited

and delivered in the presence of

us this 29 Day of February, 2024



NAME:

丁强峰 SANY TANZANIA LTD

ADDRESS:

P.O. BOX 8673

QUALIFICATION:

Tanzania Marketing Manager

SIGNATURE:

丁强峰

NAME:

SANY TANZANIA LTD

ADDRESS:

P.O. BOX 8673

QUALIFICATION:

LZCB GENERAL MANAGER OF EAST AFRICA

SIGNATURE:

丁强峰