

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

CONTRACT OF LEASE

(PLOT NO.432 TOURIDRIVE, MSASANI PENINSULAR DSM)

TT INVESTMENT LTD of P.O.BOX 7649 Dar es salaam (hereafter referred to as "the Land Lord") **HEREBY AGREE** to lease to **GROUP TRD TANZANIA LIMITED of P.O.BOX 72326**, Dar es salaam hereafter referred to as "The Lessee"), **THE CONNECTED HOUSE 02** of plot no.432, Toure Drive MSASANI DSM under the above reference together with all the buildings and the Land Lord fixtures and fittings thereon (hereafter referred to as "the demised premises".

1. DESCRIPTION OF THE LAND TO BE DEMISED.

Connected houses situated on the land registered under the above mentioned fence comprising of one living room, one dining room, one kitchen, one store, four bed rooms and one laundry, together with furnitures of three beds only.

2. DURATION/TYPE OF LEASE.

The lease is for 5 year renewable every year and effective from 20th March, 2020 and will end on 19th March, 2021.

3. PURPOSE OF LEASE

The lessee shall use the said demised premises for residential/office purposes only.

4. RENT

(1). HOUSE RENT

The lessee shall pay the landlord United States Dollars One thousand Three hundred only.

(2). SERVICE CHARGE

Service charge is **usd 400(Four Hundred)** only per month.

The house will provide the following services:

- a. Security company 24 hour service
- b. KK Security alarm
- c. Electrical fence
- d. Yard cleaning
- e. Garbage collection
- f. DAWASCO Tap water (to pay fixed amount of the 150,000 per month) .h. Generator power

(3). MODE OF PAYMENT

one month of rent and service charge **United states Dollars of 1,700 (One thousand seven hundred only)** shall be paid by the lessee to the land lord at the date of 20th of each month and the land lord acknowledge receipt of the said amount. As details below :-

No.	Fees	Amount per month	Note
1	Rental fee	USD 1300 (in word; United states Dollar one thousand three hundred only)	Exclusive of VAT 18% but including WHT 10%
2	Service fee	USD 400 (in word; united states Dollar four hundred only)	Exclusive of VAT 18% but including WHT 5%
	Total	USD 1700 (in word ; United states Dollar one thousand seven hundred only)	Exclusive of VAT 18% but including WHT

5. DATE OF EXECUTION OF THE LEASE.

The lease shall be executed by the parties herein concerned on the day of 20th **March, 2020.**

6. COVENANTS BY THE LESSEE:

- (1) To pay the rent on the days and in the manner aforesaid after deducting the withholding tax with proof to the iessor and also to pay taxes and or other charges which are normally payable by the lessee to relevant authorities..
- (2) To pay for electricity water and telephone bills consumed in the said demised premises during the contractual and upon expiration of the tenancy to provide documentary evidence to the Lessor proving settlement of the said bills.
- (3) To permit the Lessor or his Agents at all reasonable times during day time prior appointment to enter upon the said demised premises for the purpose of reviewing the state of the demised premises and to execute repairs to the said demised premises if necessary.

- (4) Not to assign, underlet mortgage or part with the possession of the said demised premises or any part thereof without the written consent of the Land Lord, such consent however not to be unreasonably withheld.
- (5) Not to make any alteration in or addition to the said demised premises or to cut main or injure any walls structures or trees thereof without prior written consent of the Land Lord.
- (6) Not to permit or cause to be done anything which may cause the insurance of the demised premises against loss or damage by fire or other risks covered by the Land Lord's insurance policy to become void or voidable hereby the rate or premium for such insurance may be increased. If such situation occurs then the Lessee shall reimburse the Land Lord of such extra premium and also shall make good for any loss suffered due to non covered occurrence.
- (7) Not to allow and or keep animals (dogs excluded) in the demised premises or its compounds.
- (8) To use the demised premises for residential purpose only and for only one family members and not to park trucks or any other commercial vehicles in the compound of the demised premises. It is further stated that the lessee shall not park more than two cars in the demised premises.
- (9) Not to use or permit to be used on the demised premises anything which will cause annoyance or nuisance to the Land Lord or occupiers of the property in the neighborhood.
- (10) Not to keep or permit to be kept in the demised premise any materials of dangerous or explosive nature or anything the keeping of which will contravene any statute or regulation applicable in the country.
- (11) To keep all buildings in the lease including all doors, windows, glass, locks, walls, water apparatus, electricity wiring and fittings therein and other fittings in a reasonable state of repair and condition, regard being to the condition of the building and materials which it is composed at the beginning of the lease.
- (12) To permit the Land lord or his agents at reasonable times and by prior appointment, say two months before expiry of the lease, to enter the demised premises in order to market and show the prospective Lessee the said demised premise.
- (13) On the expiration or sooner determination of the term hereby granted deliver up the said demised premise to the Land Lord with all lock, keys

and in such state of reasonable repair and condition and preservation shall be in strict compliance with covenants and Agreements in that behalf one part of the Lessee herein contained, regard being to the condition on the building and the materials of which it is composed at the beginning of the lease.

- (14) To comply with all the Township and Health regulation as may promulgated from time to time by the Dar es salaam City Council or any other relevant Author.

7. CONVENANTS BY THE LESSOR

- (1) That the lessee paying the rent hereinbefore reserved and performing and observing the covenants on its part hereinbefore contained may peacefully hold and enjoy the demised premise without lawful interruption by the land lord and or any persons rightfully claiming under him.
- (2) To pay site rates and other taxes payable in respect of the said demised premises including land rent and propriety tax.
- (3) To keep in good tenantable repair the main structure, roof, drainage system, sewer system, and outside walls and grounds surrounding the demised premises.
- (4) To provide generator power with extra reasonable cost in case of failure of electricity supply by public utility.
- (5) To insure and keep insured at the land lord discretion, the demised premises against loss or damage by fire, or such other risks as are commonly insured n Tanzania. However, this insurance shall in no way cover the Lessee or his properties.
- (6) To provide security services for the demised premises. However, the Lessor's liability if any, will only to be the properties included in the list and upon proof that the said loss or damages was due to the security guard's negligence or want of proper care. In any case the lessor shall not be liable for loss of money or ornamental objects.

8. PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:

- (1) If the rent hereby reserved any part thereof shall be unpaid for one month or more after becoming payable (whether legally demanded or not) or if any covenant on the Lessee part herein contained shall not be performed observed then in any of the said cases it shall be lawful for the land lord anytime thereafter to re-enter upon the said demised

premises or any thereof in the name of the whole and then this lease shall absolutely determine but without prejudice to any right of action of the land lord in respect of any breach the lessee's covenants herein contained.

- a. That the lessor shall bear the stamp duty, registration charge and any other expenses if applicable in connection with preparing the agreement.
- b. In case the demised premises is damaged or destroyed by fire, act of god etc, so as to make it temporally or permanently unfit for human habitation, then the land lord shall refund the lessee's vacates the demised premises.
- c. In the event of any disputes or claim arising of or in connection with this agreement which is not settled amicable by the parties, such dispute or claim may be referred by either party to the Tribunal or law competent to try the matter here at Dar es Salaam.
- d. The land lord shall not be liable for any injury whatsoever to the Lessee's invitees of any kind in the said demised premises including injury caused by diligent working of any machinery by tradesman on the demised premises and the Land lord gives no warrant to the Lessee that the swimming pool and other amenities are legally or physically fit for the purposes intended and the lessee is required to conduct personal verification and investigation in order to satisfy himself on the fitness of the same and use it at his own risks.
- e. The Land lord shall keep his building and chattels insured against fire and theft and it is the responsibility of the Lessee to insure his or her own chattels/properties against fire and theft and to insure himself personally against injury or death.

9. OPTION TO RENEW

This agreement may be renewed upon consent by both parties, and should the Lessee desire to renew this agreement, then he shall inform the land lord in writing at least three months before expiration of this agreement, conditions and terms may change subject to the mutual consent of the parties hereto. If the parties do not agree on the question of renew then the current agreement shall be deemed to be determined.

10. NOTICE

Any notice to be given to the land lord or lessee shall be deemed to be duly served if served on the land lord or the lessee personally or if affixed or left

for him at the office or demised premises, or if sent by post in a registered letter addressed to the address of the land lord or lessee provided in this agreement.

11. TERMINATION

Either part may terminate this tenancy prior to expiry of the term hereby created provided he issues a one month's notice to the other party. However, such termination will not affect any rights which may have occurred to either party. By the default party is responsibility for all the loss.

12. DEPOSIT PAYMENT

13. WHEREOF

The parties hereto have executed this agreement the day and year and in the manner herein below appearing:

SEALED/STAMPED with the COMMON SEAL/STMP

Of said **TT INVESTMENT LTD**

In our presence this

Full name: *YOUN JUN LIU*

Signature: *[Handwritten Signature]* landlord

Qualification: *M. Director*

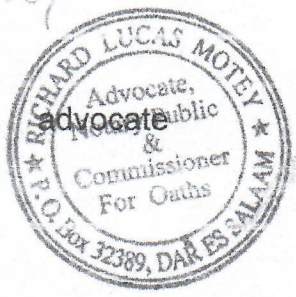


Witness: *RICHARD LUCAS MOTÉY*

Full name: *[Handwritten Name]*

Signature: *[Handwritten Signature]*

Qualification: *ADVOCATE*



658,086.00
31/03/2020
[Handwritten Signature]

Signature of lessee

Full name: **GROUP TRD TANZANIA LIMITED**

Signature: *[Handwritten Signature]* *JUWON HAN*

Qualification: *DIRECTOR* tenant

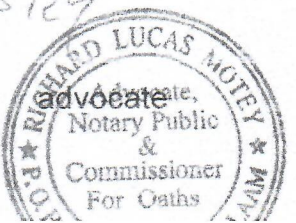


Witness:

Full name: *RICHARD LUCAS MOTÉY*

Signature: *[Handwritten Signature]*

Qualification: *ADVOCATE*



[Handwritten Signature]



MOTEK & Co.
 P.O. Box
 DAR ES Salaam
 MWENGE
 TEL: 0714 793840

TIN 126399219
 URN *NOT REGISTERED*
 UIN 01133F
 -11070151212639921903T2042041143

BUYER'S NAME KINONDONI
 ADDRESS GROUP TRD TANZANIA LTD
 BUYER'S TIN/UIN DSM 11111
 RECEIPT NUMBER 0009/ 002438
 ZNo 00260
 ECR: 11 DP: 01
 LEGAL SERVICES 50'000.00 A

TOTAL Tsh 50'000.00
 50'000.00

CASH
 ITEMS NUMBER 1
 DATE 27-03-2020 TIME 17:17:34
 SERIAL NUMBER 629073
 E.J SN: 11070151212639921903T2042041143
 E.J ACTIVATION DATE: 14-03-2019

*** END OF LEGAL RECEIPT ***