

# THE LAND ACT [CAP 113 R.E 2002]

## LEASE AGREEMENT

(IN RESPECT OF THE LEASING OF THE DEMISED PREMISES  
SITUATED AT MSASANI BEACH/KAWA BEACH ON PLOT NO.  
57 IN DAR ES SALAAM)

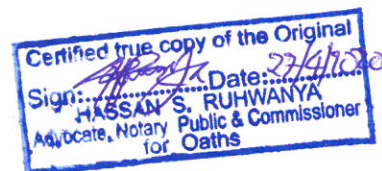
BETWEEN

YUSUFU SHABANI MATIMBWA

AND

L & F FISHERIES LIMITED

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[Handwritten signatures]

## LEASE AGREEMENT

This **AGREEMENT** is hereby made on this.....day of ....., 2020

### **BY AND BETWEEN**

**YUSUFU SHABANI MATIMBWA** a natural person of P.O.Box 7902, Dar es Salaam, Tanzania, (hereinafter shall be referred to as the "**Lessor**" which expression shall where the context so admits, include its successors and assigns there to) of the one hand.

### **AND**

**L & F FISHERIES LIMITED** a company organized and validly existing under the laws of Tanzania, with its registered office at House No. 184, Mkangira Street, Namanga-Msasani, P.O.Box 61299, Dar es Salaam Tanzania, and registered with the commercial registry of Tanzania under the Certificate of Incorporation Number 141147781.

Represented by RIGUANG FU, Director (hereinafter shall be referred to as the "**Lessee**" which expression shall where the context so admits, include its successors and assigns there to) of the other part.

**WHEREAS** the Lessor is desirous of leasing part of the said premises thereafter referred to as the demised premises at an agreed term of five years starting from 1<sup>st</sup> January, 2020 to 31<sup>st</sup> December, 2025 renewable on the following terms and conditions namely;

**NOW THIS AGREEMENT** witness as hereunder: -

### Duration of the contract and Rent.

1. **IN CONSIDERATION** of the rent and Lessee's covenants hereinafter reserved and contained the Lessor **HEREBY DEMISES** unto Lessee situated on Plot No. 57 Msasani/Kawe Beach, Dar es Salaam (hereinafter referred to as the Demised Premises") thereof **TO HOLD THE DEMISED PREMISES** unto the Lessee for a term of one year with effect from 15<sup>th</sup> March, 2020 to 14<sup>th</sup> March, 2021 **YIELDING AND PAYING IN ADVANCE** the rent of Tsh. 12,000,000/= (Tsh. 1,000,000 per Month for 12 months), which may be renewed after the expiration of the initial term at the same rate.
2. The Lessee **HEREBY COVENANTS** with the Lessor as follows: -
  - (i) To pay the reserved rent as mentioned at the times and in the manner herein provided as aforesaid.
  - (ii) To pay all rents and charges for the use of water, electricity and telephone and sewerage charge in respect of the Demised Premises during the said term.



- (iii) At all times to keep the interior and exterior of the Demised premises and the appurtenances thereof including's doors, windows and other fixtures fittings fastenings electric wires and water fittings water drains and other pipes and sanitary and water apparatus therein and the painting and decoration thereof in good and tenantable and condition.
- (iv) To use the demised premises for both lawful residential and commercial purposes only.
- (v) Not to assign, or sublet all any part of the Demised premises to any person without the written consent of the Lessor.
- (vi) Not to do or permit to be done on the Demised Premises anything which may be or may become a breach of any of the conditions of the right of occupancy over the Demised Premises or contravention of any law, regulations or rules governing the same.
- (vii) To permit the Lessor and his agents surveyors and other authorized persons by the Lessor at all reasonable times during day times by period appointment to enter upon the Demised Premises for the purposes of viewing and executing any repairs necessary under the covenant in that behalf hereinafter contained.
- (viii) Not to make any alterations or additions to the Demised premises without first obtaining the written consent of the Lessor.
- (ix) To peaceably surrender and yield to the Lessor the Demised Premises at the end of or soon after the determination of the term hereby granted, complete in good tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake and lightening accepted).
- (x) To allow the Lessee to make some adjustments to suit his residential and commercial purposes i.e building ponds in the compound for keeping live crabs and lobsters.

**3. AND the Lessor HEREBY COVENANTS with the Lessee as follows: -**

- (i) The Lessee paying the rent hereinbefore reserved and performing and observing the several covenants and stipulations herein on his part contained, shall peacefully hold and enjoy the Demised Premises during the term hereby created without intervention or interference by the Lessor or any person or persons rightfully claiming under or in trust for him.
- (ii) To maintain repair, amend, renew, cleanse, repaint and redecorate and otherwise keep in good and tenable condition: -



- (a) The Passenger, entrances, passages landing, toilet and all other parts of the building enjoyed or used by the Lessee in common with others (all of which are hereinafter called the said common parts).
- (b) The boundary walls and fence of and in the cartilage of the house with the consent of Lessor.
- (c) The cost used for renovation by Lessor shall be deducted on the rent to be paid on the renewal of this contract subject to the production of receipts.

**4. It is hereby agreed by and between the parties as follows:**


- (a) That in the event of the Demised Premises or any part thereof at any time during the term hereby created being damaged by fire or other events not due to any fault on the part of the Lessee so as to be wholly or partly unfit for business use, the Lessee shall forthwith give notice of such damage to the Lessor and require him to rectify the same within appropriate time after receipt of the notice.
- (b) Should the Lessee default on payment of the rent or defaults in the performance of any of the other conditions set out in the lease the Lessor shall give written notice of such a default to the Lessee at the premises.

Receipt of any such notification must be acknowledged in writing by Lessee.

- (c) Natural wear and tear to the demised premises shall be made good by the Lessor while that occasioned by the negligent use of the demised premises by the Lessee shall be the responsibility of the Lessee who must effect and incur for all the necessary repairs and/ or renovation immediately it happens and must be communicated to the lessor for inspection.
- (d) The Lessor is not liable for any damage to Lessee, the property of the Lessee and the personnel under the control of the Lessee for the duration of this lease.
- (e) The structure of the demised premises shall remain intact. Any additions and / or alterations desired must have prior approval in writing from the Lessor.
- (f) The Lessee will use the demised premises for residence and commercial purposes and lessee shall be allowed to construct any permanent structure.

**5. Health and safety procedures**

The Lessee shall be responsible for implementing all statutory and regulatory measures concerning health and safety on the premises.



The Lessee shall take care for the safety of all persons entitled to be on the premises and shall use reasonable efforts to keep the premises clear of unnecessary obstruction so as to avoid danger to these persons.

The Lessee shall take all reasonable steps to protect the environment (both on and off the premises) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Lessee shall comply with the requirement of the Environmental & Social Impact Assessment (ESIA), if any. The Lessee shall ensure that emissions, surface discharges and effluent from the activities shall not exceed the values prescribed by applicable laws and regulations.

**6. Renewal of the lease.**

The Lessee shall pay in advance the rent as stipulated herein above before the expiration of the lease or soon thereafter, or inform the Lessor in case of any delay.

**7. Termination of the lease.**

This lease shall come to termination upon the occurrence of the following,

- Continued breach of the terms of this Agreement by either party.
- Fundamental change of circumstances rendering it impossible for the parties herein to maintain this agreement.

**8. Notices on termination of the lease.**

- (i) The Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this lease shall give three months' Notice of Termination of the lease in writing to the Lessee.
- (ii) Any notice under this Lease Agreement shall be in writing and any notice to the Lessee or Lessor shall be sufficiently served if addressed to or sent to him by the addresses appearing herein.

**9. Force majeure.**

No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, **PROVIDED** that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation given within the shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party, should one or both of the parties hereto to be prevented from fulfilling its obligations by a state or force majeure lasting more than six months, the parties shall consult with each other and determine on the future

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performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

**10. Warranties and representations by the Lessor.**

- (a) That the Lessor hereby undertakes to clear and discharge all liability (s) after signing this agreement in respect of any pending litigation or any dispute with respect to the demised premises originating before the date of this agreement;
- (b) The Lessor hereby covenants and assures the Lessee that he has obtained all the necessary licenses to operate, and that all outgoings payable with respect to license, registration charges, taxes and other payments in respect of the demised premises has been paid.
- (c) The Lessor hereby covenants and assures the lessee that he shall not create any charge or encumbrance or sell, assign, pledge or otherwise deal with the lessee's Stock or create or allow to be created any lien on the Stock, in the event of any breach of this sub –clause by the Lessor, the Lessee may initiate legal proceedings against the Lessor;

**11. Language**

Unless otherwise specified in the Contract, the language of the Agreement and any notices, documents, deliverables or communications related to the performance shall be English and Swahili.

**12. Applicable law.**

This agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

**13. Dispute Resolution**

**13.1 Arbitration procedures**

The Parties agree to first try to settle any dispute that may arise between them and undertake to use their best efforts to arrive at an amicable settlement.

Any dispute which cannot be solved by the Parties representatives shall therefore first be submitted to the general management of the Parties upon written request by the most diligent Party. Within ten (10) Days after the receipt of a notice requesting such meeting, the general management of the Parties shall meet to settle the matter amicably.

If, however, no settlement is reached within twenty (20) Days after notification of the dispute, upon written notice from either Party, said dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Tanzania. The arbitration proceedings shall take place in Dar es Salaam, Tanzania, with three arbitrators and shall be conducted in either English or Swahili.

**13.2. Continuing obligations**

Any reference to arbitration shall not relieve either Party from any liability for the due and punctual performance of its obligations under this Agreement.

**14. Effectiveness**

This agreement shall effectively start to bind and run against the parties upon the full payment of rent as prescribed under paragraph 1 herein above, and the payment shall and must be done on the date of signing this agreement.

**15. Severability.**


If any provision of this agreement is held to be invalid or unenforceable, such holding shall not affect the remainder of this agreement, which shall be enforced to the fullest extent practicable.

**IN WITNESS, WHEREOF** the parties hereto "Lessor" and "Lessee" have duly executed these presents in the manner on the day and year hereinafter appearing.

**SIGNED and Delivered** at Dar es Salaam  
By the said YUSUFU SHABANI MATIMBWA,  
Who is introduced to me by Manfred Lyoto  
In my presence, this..11...day of..MARCH, 2020

  
LESSOR

**IN WITNESS OF:**

NAME: HASSAN S. RUHWANYA  
SIGNATURE:   
ADDRESS: P. O. BOX 8356  
DAR ES SALAAM  
QUALIFICATION: ADVOCATE



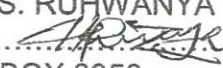
**SIGNED and SEALED with the Common Seal**  
Of the **L & F FISHERIES LIMITED**  
and **Delivered** In my presence,  
This....11.....day of ..MARCH, 2020



NAME: RIGUANG FU  
SIGNATURE:   
ADDRESS: P.O. BOX 61299  
DAR ES SALAAM  
QUALIFICATION: DIRECTOR



**IN WITNESS OF:**

NAME: HASSAN S. RUHWANYA  
SIGNATURE:   
ADDRESS: P. O. BOX 8356  
DAR ES SALAAM  
QUALIFICATION: ADVOCATE

