

**THE UNITED REPUBLIC OF TANZANIA**

**THE LAND ACT NO. 4 OF 1999**

**LEASE AGREEMENT**

(Made under Section 64)

**PLOT LEASE AGREEMENT**

**DATED THIS 18<sup>TH</sup> DAY OF JUNE 2020**

**BY  
AND BETWEEN**

**ANGELA AUGUSTINO MWANIBANZA**

**AND**

**YI SEN INTERNATIONAL INVESTMENT CO. LTD**

**June, 2020**

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT NO. 4 OF 1999

**LEASE AGREEMENT**

1. This Lease agreement is made this **18<sup>th</sup>** day of **June 2020**

**BETWEEN**

**ANGELA AUGUSTINO MWANIBANZA** of Luganga, Mufindi-Iringa (hereinafter referred to as "Landlord") which expression shall where the context so admit include its assignees and successors in title of the one part.

**AND**

**YI SEN INTERNATIONAL INVESTMENT CO. LTD** of P.O BOX 42450, Tunisia, Kijitonyama, Kinondoni-Dar es Salaam. (Hereinafter referred to as "Tenant") which expression shall where the context so admit include its assignees and successors in title of the other part.

**WHEREAS**, the lessor is the landlord and owner of the demised premises (hereinafter referred to as the plot) measured as 400 meters by 400 meters located at Luganga, Mufindi within the Iringa region.

**AND WHEREAS**, the lessor wishes to Lease to Lessee and the Lessee wishes to lease from the Lessor, under the terms and conditions set forth in this Agreement.

**NOW THEREFORE, THE SUB-LESSOR AND THE SUB-LESSEE HEREBY. MUTUALLY AGREE, DECLARE AND WITNESSED AS FOLLOWS:**

**2. THE LESSOR COVENANTS WITH LESSEE**

**A. The Demised Premises**

1. The Lessor hereby agrees to lease to lessee, and Lessee hereby leases from Lessor, the following described premises:
  - i. That part of plot measured 400 meters by 400 meters (hereinafter referred to as the plot) located at Luganga, Mufindi within the Iringa region for industry usage.
  - ii. That tenant shall be responsible for all necessary construction element costs related to the described structures including ground preparation and leveling in the space as provided in this agreement. All construction elements undertaken will be at the sole discretion of the tenant, including but not limited to ground preparation and leveling. **And it further agreed;**

### **B. Term of the Lease**

- 1) The term of this lease shall commence on the date of occupancy of the demised premises by the Lessee and shall continue for a minimum period of five years from **1<sup>st</sup> July, 2020 to 31<sup>st</sup> December 2026.**

### **C. Rent**

1. That rent shall be **TZS 1,500,000.00** per calendar month paid six months in advance.
2. That sixty days prior written notice of a rent increase must be given to the tenant. Tenant shall indicate acceptance of landlord's offer to increase by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to vacate the premises is full and void. If the tenant does not accept the new rental amount therefore intends to vacate at the end of the initial term or extension thereof tenant must so then vacate in accordance with the landlord's sixty (60) days' notice.

### **D. Peaceful Enjoyment**

- 1) That the Lessor after the LESSEE paid the said rent and observing and performed all obligations under this agreement shall allow the Lessee to peacefully enjoy the demised premises without interruption of whatsoever kind from the LESSOR or any person claiming through or under or in trust for him and that the Lessor shall not use the adjacent premises within the compound or authorize to be used for the purposes which are inconsistent or may affect the business operation of the Lessee.
- 2) That the lessor agrees to assist the lessee to localize and maintain good relationship with the local government authorities.
- 3) That the lessor agrees to help the lessee with the conversion of the land use from agricultural to industrial use.

## **3. THE SUB-LESSEE COVENANTS WITH THE SUB-LESSOR**

### **A. Utilities Services**

1. That to pay additional payments such as electricity bills, garbage collection and contribution of service charge fees. Service charge monies shall be utilized to Pay Security Charges, Diesel for the generator [JMS3], cleaning for common areas, Garbage collection/sanitation expenses and water charges.

2. That it shall be the responsibility of the Sub-lessee to take care of her/his electrical and household appliances and take such measures to protect them from fluctuated electricity currency.

#### **B. Maintenance and Repair**

1. That at all times to keep the interior and the common areas of the demised area and the appurtenances thereof suitable clean, sanitary and in good condition.
2. To use the demised area for the purpose for which it was rented and in this case the demised plot shall be used for the purposes of Industrial use which is lawful business.

#### **C. Security and Utilities Services**

1. That the tenant shall be responsible for the security arrangement, utilities and general maintenance of the property in common areas.
2. That since the said demised premise is still agricultural use and needs to be converted to industrial use, there shall be free of the rent for four (4) months while the Tenant do the conversion of land use and prepares the yard including reacting necessary structures for trading. Thus, in this regards, the rent calculation shall begin from **1<sup>st</sup> November, 2020**.

#### **D. Surrender of Premises**

That on the expiration of the term of the lease, the lessee shall deliver vacant possession of the demised area to the lessor in good tenantable repair and reasonable condition.

### **4. IT IS HEREBY FURTHER AGREED and DECLARED that**

#### **A. Termination of the Lease**

1. That in the event, the lessee does not wish to renew his/her lease, the lessee shall give the lessor a Thirty (30) days' notice in writing prior to expiry of the lease. Failure to give such notice, the lessee shall pay the lessor the equivalent rent and services charges in lieu of notice.
2. That in the event, the lessor requires the demised area for personal use during the term of the lease, he shall give Thirty (30) days' notice in writing requiring the lessee to deliver vacant possession of the area at the expiration of such notice. **PROVIDED** that any rents paid in advance in respect of the demised area shall be refunded to the lessee.
3. That Notice shall be in writing and be served to the parties under this **LEASE AGREEMENT** at his working place or residence.
4. That at the end of tenancy all the constructions on the premise shall belong to the landlord on the last day of the tenancy.

#### **B. Default**

That in the event of any default, other than the default of failure to pay rent, hereunder or if the landlord can at any time deem the tenancy of the tenant

undesirable by reason of objectionable or improper conduct on the part of the tenant, then and in any of the said events, the landlord has the right to terminate this lease by giving the tenant a thirty (30) days written notice to vacate the demised premise.

#### **C. Sublet/Assignment**

1. That tenant must not assign or sublet this lease or any portion thereof, or transfer possession or occupancy therefore to any other person or persons without prior written consent of the landlord.

#### **D. Amendment of the Agreement**

1. The terms and conditions of this agreement can be mutually amended by both parties in writing and such amendment shall be an addendum hereto. Any oral amendment of this Agreement shall have no legal effect even if agreed by both parties.

#### **E. Entirety of the Agreement**

1. That the present Agreement constitutes the entire agreement between the parties herein and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter. Neither party shall rely on any representation as an inducement to enter into this Agreement unless the same is reproduced herein.

#### **F. Binding Effect**

1. That, covenants and conditions contained in the Agreement shall apply to and bind the heirs, legal representative, and permitted assigns of the parties.

#### **E. Arbitration**

1. Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.
2. Should such negotiations fail to achieve a resolution within **Fifteen (15) days**, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-
  - i. Such arbitration shall be resolved under provisions of the **Tanzania Arbitration Act, Cap 15, 2002** (as amended from time to time);
  - ii. The tribunal shall consist of one arbitrator to be agreed upon between the Parties failing which such arbitrator shall be appointed by the Chairman for the time being upon the application of either Party;
  - iii. The place and seat of arbitration shall be Dar es Salaam and the language of arbitration shall be Swahili or English;

- iv. The award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and either Party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitration tribunal may take the form of an order to pay an amount or to perform or to prohibit certain activities; and
- v. Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

**F. Applicable Laws**

**THIS LEASE AGREEMENT** shall be **GOVERNED**, construed and **ENFORCED** in accordance with the laws of the United Republic of Tanzania.

**IN WITNESS THEREOF**, the parties herein execute this agreement on the day and in the manner herein appearing.

**SIGNED and DELIVERED at Iringa** by the said **Angela Augustino Mwanibanza** who is known to me personally/ identified me by .....the latter being personally known to me in my presence this **18<sup>th</sup> day of June 2020**

*A. Augustino*  
**LANDLORD**

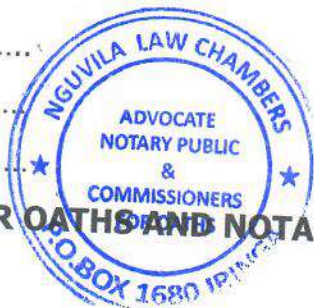
**BEFORE ME:**

Name: *ERICK NYATO*

Signature: *[Signature]*

Address: *1680-IRINGA*

Qualification: **COMMISSIONER FOR OATHS AND NOTARY PUBLIC**



**SIGNED and DELIVERED at Iringa** by the said **LIN XIN ZONG** for and on behalf of the said **YI SEN INTERNATIONAL INVESTMENT CO. LTD** duly authorized in that behalf who is known to me personally/ identified me by .....the latter being personally known to me in my presence this **18<sup>th</sup> day of June 2020**

*[Signature]*  
**TENANT**

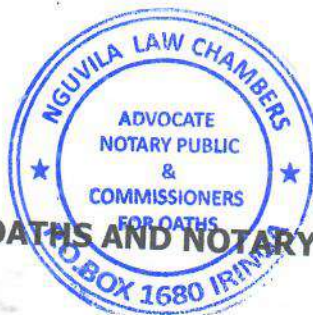
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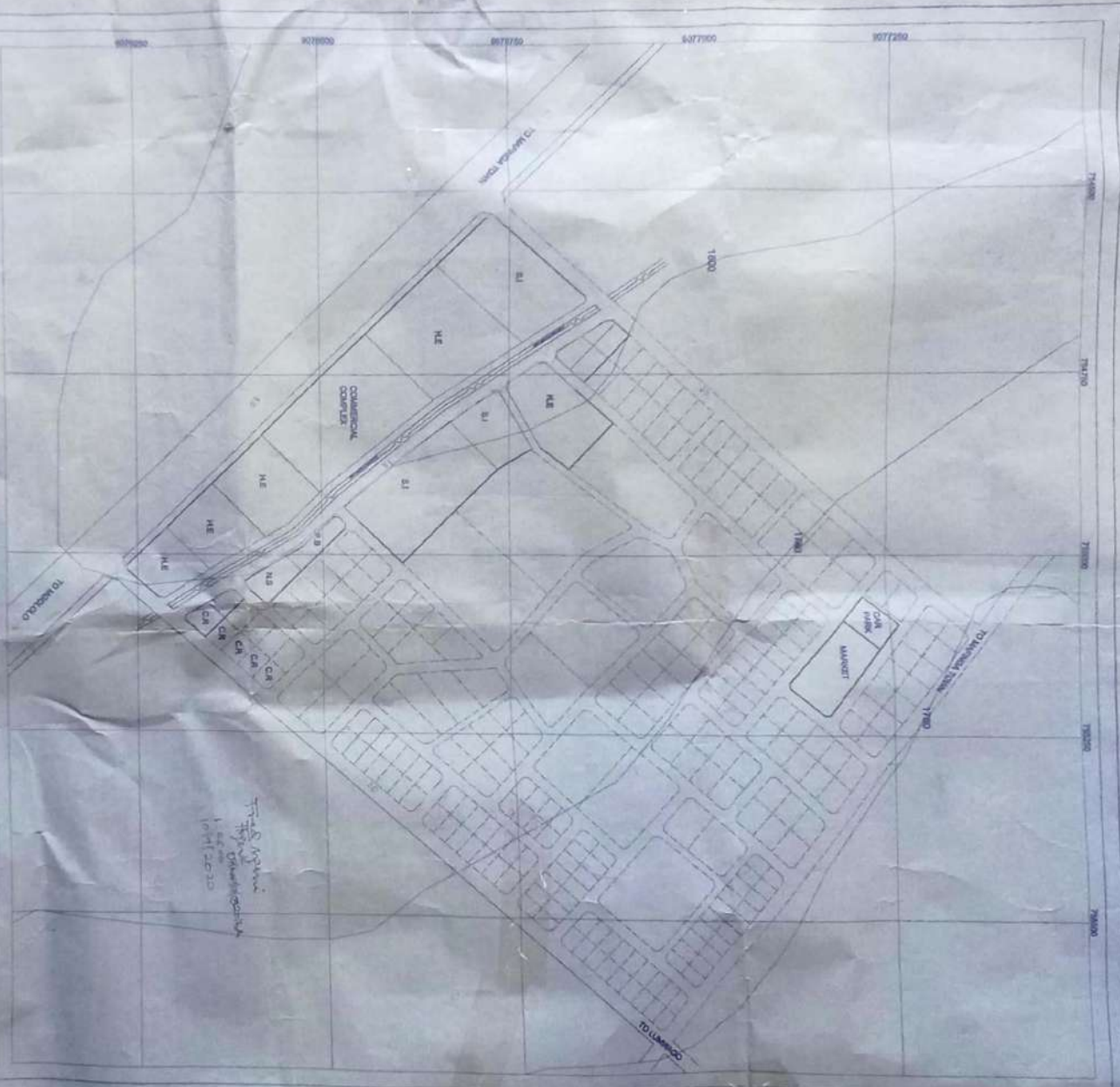
Name: *ERICK NYATO*

Signature: *[Signature]*

Address: *1680-IRINGA*

Qualification: **COMMISSIONER FOR OATHS AND NOTARY PUBLIC**





NO	REVISION	DATE

**AMENDMENT OF LUGANGA LAYOUT PLAN**  
**MAFINGA TOWN COUNCIL**  
 DEPARTMENT OF LANDS, HOUSING AND URBAN SETTLEMENTS DEVELOPMENT  
 PHYSICAL PLANNING DIVISION

Approved by:  
 TP FRED MGEN  
 Regional Town Planner  
 16/07/2020

Checked by: TP THOMAS MUYANDI  
 16/07/2020

**LEGEND**

SHaded Area	RESERVED AREA
SI	SERVICE INDUSTRY
P2	PUBLIC BUILDING
CA	COMMERCIAL RESIDENTIAL
CA	COMMERCIAL
HE	HOUSING ESTATE
HE	RESIDENTIAL
HE	ELECTRIC POWERLINE

**Land Use Distribution**

Code	Description	Area (sqm)	Percentage (%)
1	SERVICE INDUSTRY	4,13	0,02
2	ROAD NETWORK	0,28	0,00
3	MARKET SCHOOL	0,23	0,00
4	COMMERCIAL	2,17	0,01
5	RESIDENTIAL	0,23	0,00
6	COMMERCIAL	2,29	0,01
7	HOUSING ESTATE	6,84	0,03
8	MARKET	1,67	0,00
9	PUBLIC BUILDING	6,27	0,03
10	CAR PARK	6,28	0,03
TOTAL		27,15	0,10

**ADJOURNING TP 6194**

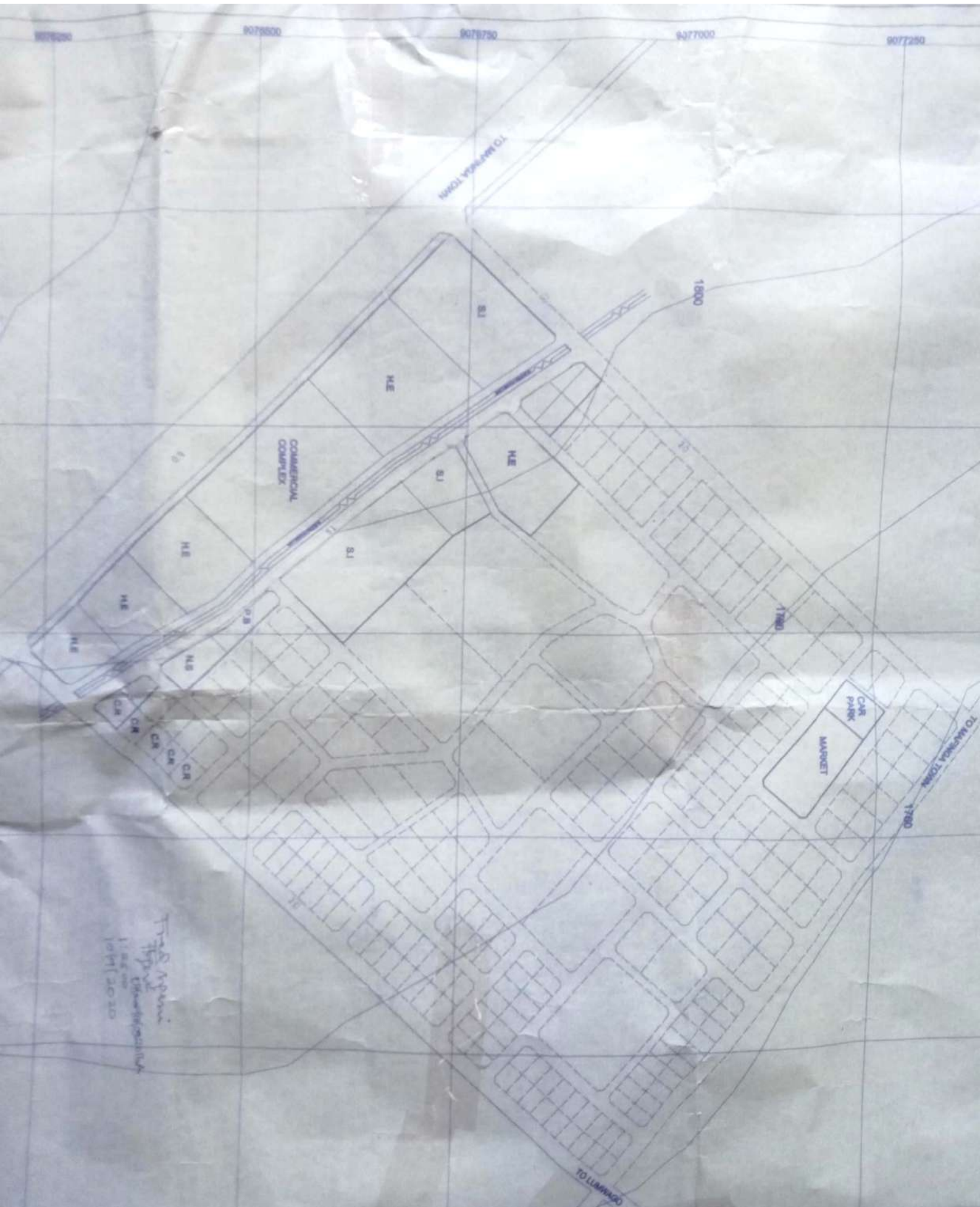
HE	COMMERCIAL	HE
HE	RESIDENTIAL	HE
HE	HOUSING ESTATE	HE
HE	MARKET	HE

**BASE MAP**

DATE	2015/08/20
SCALE	1:1000
PROJECTED BY	TP THOMAS MUYANDI
APPROVED BY	TP FRED MGEN

APPROVED BY: TP THOMAS MUYANDI  
 16/07/2020

Checked by: TP THOMAS MUYANDI  
 16/07/2020

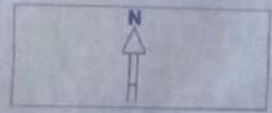
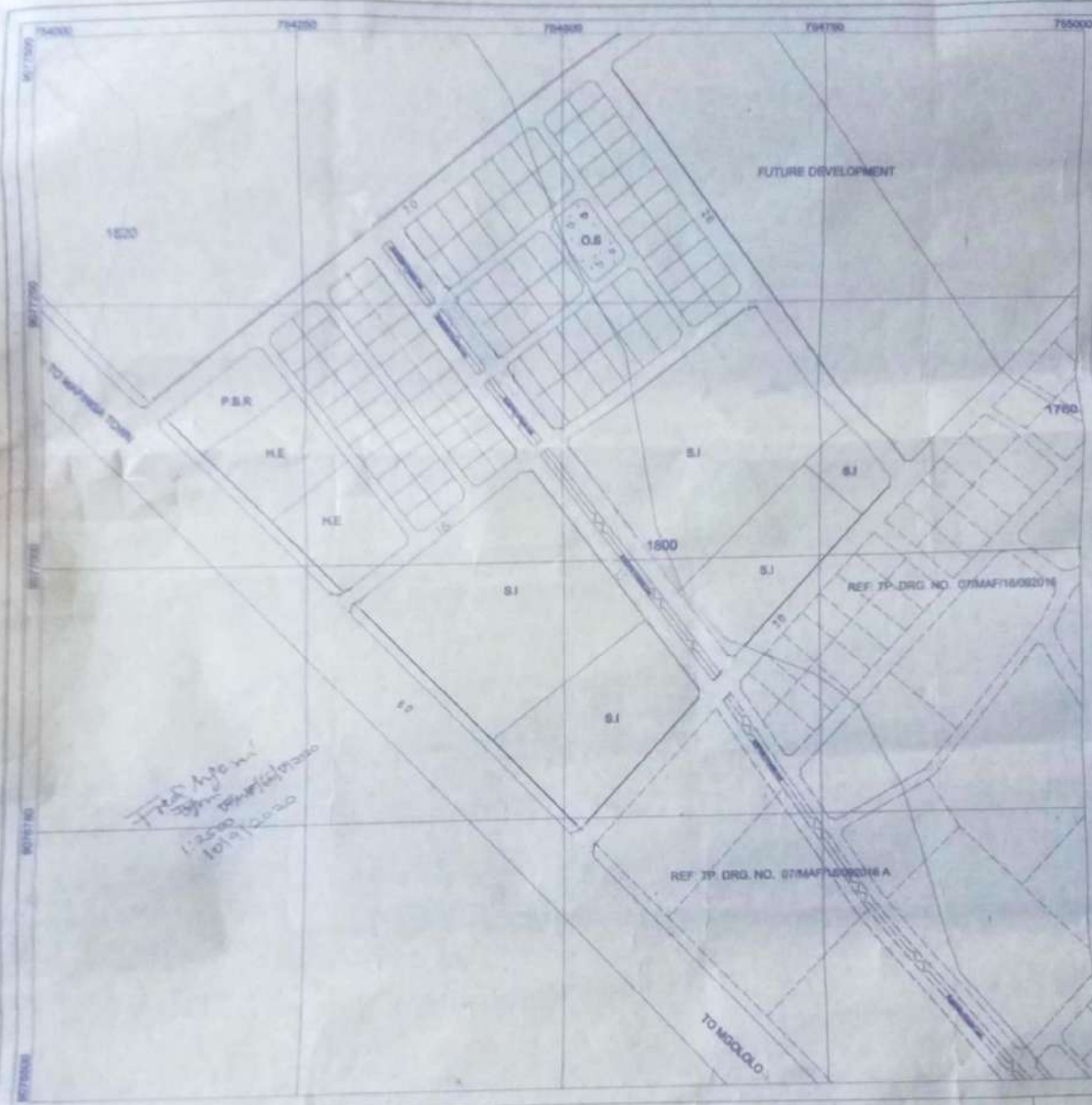


Total Area  
11.85 ac  
10/11/2020





1:1000  
1/1/2022  
1/1/2022  
1/1/2022



**LEGEND**

	SUBJECTED AREA
	SERVICE INDUSTRY
	PUBLIC BUILDING RELIGIOUS HOUSING ESTATE
	CONTOUR LINE
	OPEN SPACE
	RESIDENTIAL
	ELECTRIC POWER LINE

**LAND USE DISTRIBUTION**

Code	Description	Area (m <sup>2</sup> )	% of Total
1	SERVICE INDUSTRY	5	12.79
2	ROAD NETWORK	2.36	7.83
3	HOUSING ESTATE	2	2.73
4	RESIDENTIAL	100	8.5
5	OPEN SPACE	1	0.2
6	PUBLIC BUILDING RELIGIOUS	1	0.58
<b>TOTAL</b>		<b>115</b>	<b>27.16</b>

**ADJOINING TP. DRG**

HILL	HILL	HILL
HILL	07/MAF/16/02020	07/MAF/16/02020
HILL	HILL	07/MAF/16/02020 A

**BASE MAP**  
DETAIL SURVEY

PREPARED BY:  
MAFINGA TOWN COUNCIL

ACCEPTED BY:  
COUNCIL MANAGEMENT TEAM (CMT)  
DATE: AUGUST 2020

DESIGNED BY: ESTHER KAPINGA  
Signature & Stamp: [Signature]  
Date: 01/08/2020  
For: MAFINGA TOWN COUNCIL

SUPERVISED BY: TP. RAJASU BOGWA  
REG. No. 0024 - T0719  
Signature & Stamp: [Signature]  
Date: 02/08/2020

CHECKED BY: TP. TWANA A. NYANGE  
REG. No. 0443 - T0719  
Signature: [Signature]  
Date: 10/09/2020

*Handwritten note:*  
This map is for  
1:2500 scale  
10/09/2020

**LUGANGA LAYOUT PLAN**  
**MAFINGA TOWN COUNCIL**

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT  
PHYSICAL PLANNING DIVISION

Approved by:  
TP FRED MGENI [Signature] 01/09/2020  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
REGIONAL TOWN PLANNER  
TP. DRAWING NO. 07/MAF/16/02020

SCALE	NO	REVISION	DATE
1:2500			

TP. DRG NO. 07/MAF/16/02020

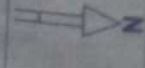
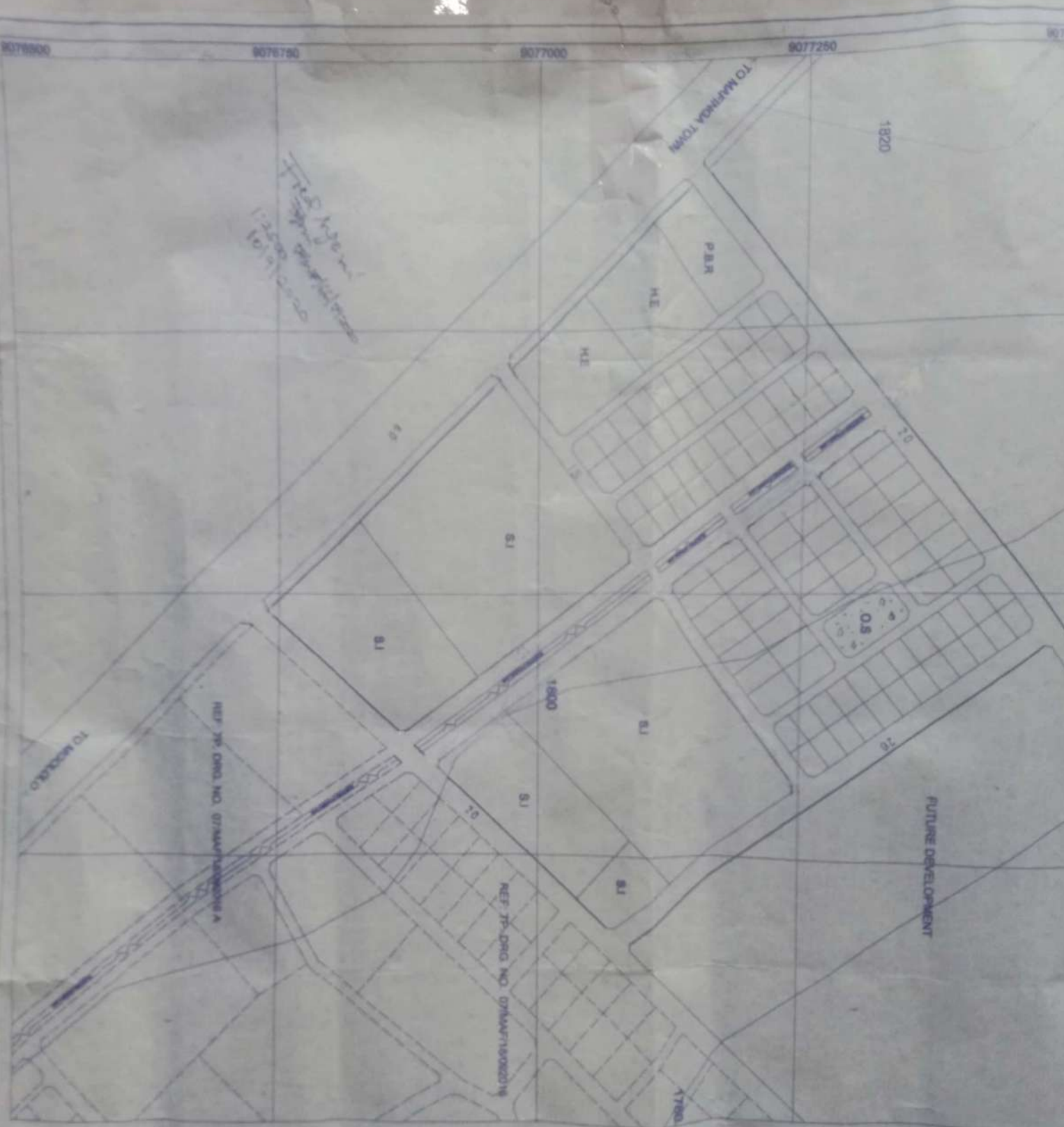
*Handwritten note:*  
This map is for  
1:2500 scale  
10/09/2020





# LUGANGA LAYOUT PLAN

Approved by:



### LEGEND

- SUBJECTED AREA
- SERVICE INDUSTRY
- PUBLIC BUILDING RELIGIOUS
- HOUSING ESTATE
- CONTOUR LINE
- OPEN SPACE
- RESIDENTIAL
- ELECTRIC POWER LINE

LAND USE DISTRIBUTION			
No.	Description	Area (sq. m)	% of Total
1	SERVICE INDUSTRY	12,79	47.08
2	ROAD NETWORK	2,39	7.8
3	HOUSING ESTATE	2,75	10.1
4	RESIDENTIAL	1,09	8.5
5	OPEN SPACE	1	0.2
6	PUBLIC BUILDING RELIGIOUS	1	0.59
<b>TOTAL</b>		<b>415,27</b>	<b>16,10</b>

### ADJOINING TP. DRG

NEL	NEL	W111
NEL	071AA/66/02/00	071A/78/51/28
NEL	NEL	071A/17/18
NEL	NEL	060718 A

### BASE MAP

DETAILED SURVEY

PREPARED BY:  
MATINDA TOWN COUNCIL

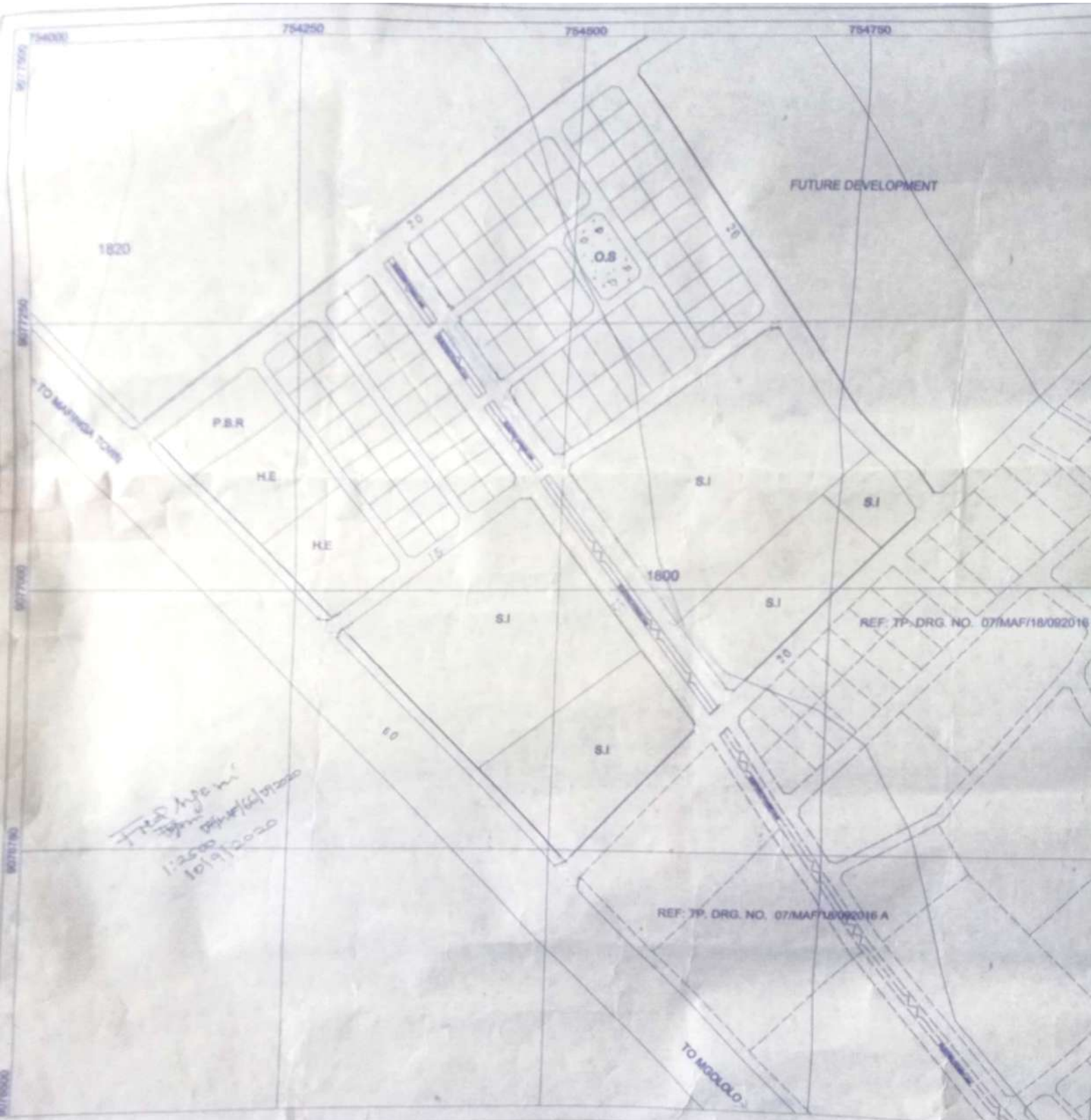
ACCEPTED BY:  
COUNCIL MANAGEMENT TEAM FOR  
DATE: AUGUST 2008

DESIGNED BY: ESTHER MATINDA  
SIGNATURE: *Esther Matinda*  
DATE: 01/08/2008

FOR: MATINDA TOWN COUNCIL

SUPERVISED BY: TP. MATINDA BOGWA  
REG. NO. 0324 - 10778  
SIGNATURE: *Esther Matinda*  
DATE: 01/08/2008

CHECKED BY: TP. MATINDA A. NYAMBE  
REG. NO. 0443 - 10778  
SIGNATURE: *Esther Matinda*  
DATE: 10/08/2008



NO	REVISION	DATE

SCALE: 1:2000

TP-DRG NO. 07/MAF/16/09/2020

## LUGANGA LAYOUT PLAN

### MAFINGA TOWN COUNCIL

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT  
PHYSICAL PLANNING DIVISION

Approved  
TP FRE  
Name