

LEASE AGREEMENT

This Agreement is made at Mwanza this 1st day of July 2021

BETWEEN

ENOCK JOSEPH LEMA of P.O. Box 6459 Mwanza (hereinafter referred to as the "Landlord" which expression shall where the context so requires or admits includes his successors and or assigns) of the one part;

AND

KONG YU (TANZANIA) LIMITED of P.O. Box 639Mwanza (hereinafter referred to as "the Tenant" which expression shall where the context so requires or admits includes his successors and or assigns) of the other part;

WHEREAS the Landlord is the owner of the premises and or house situated on Plot No. 51, Block M, Pasiansi, Mwanza (hereinafter referred to as the demised premises).

AND WHEREAS the Tenant is desirous of leasing the demised premises and the Landlord has agreed to lease the same to the Tenant.

NOW THIS AGREEMENT WITNESSETH as follows:

1. **IN CONSIDERATION** of the rent hereinafter reserved and the tenant's covenants hereinafter contained or implied and to be performed by the Tenant, the Landlord DOTH HEREBY DEMISE unto the Tenant the demised premises to hold the same unto the Tenant for a term of Five (5) years (with an option to renew the lease for a further term and upon such rent and conditions to be mutually agreed upon by the parties) commencing on the 1st day of July, 2021 to the 30th day of June 2026.
2. The rent payable shall be Tshs Eight Million (8,000,000/=) only per year and the land lord acknowledges receiving the same in full upon signing of this Agreement by the parties.
3. **THE TENANT HEREBY COVENANTS** with the Landlord as follows:-
 - (a) To pay during the said term the said rent punctually as herein provided without any deductions whatsoever.
 - (b) To bear, pay and discharge all charges for electricity, telephone (if connected) and water.
 - (c) To bear, pay and discharge all sewerage charges attributable to the demised premises.

- (d) At all times to keep the interior of the demised premises and appurtenances thereof including door, window and other glass fixtures, fittings, fastenings, electric wires and fittings, sanitary and water apparatus therein in good repair and condition throughout the said term (fair wear and tear exempted) and shall replace with similar articles of at least equal in value or if the Landlord so requires, pay to the Landlord the value of any part of the said effects which may be destroyed or so damaged as to be incapable of being restored to their former condition (except any parts thereof which may be destroyed or damaged by accidental fire).
- (e) The Tenant shall be responsible for the maintenance, care and cleanliness of the premises leased, except when it is in bad condition. The Tenant undertakes to occupy the property leased as a prudent person.
- (f) The Tenant shall not use or suffer or permit to use the premises otherwise than a private dwelling house.
- (g) The Tenant shall not assign, sublet, underlet or part with the benefit for this agreement or part with possession of the premises or any part thereof.
- (h) To permit the landlord and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises.
- (i) To observe and conform to all reasonable regulations and restrictions made by the landlord for the proper management of the demised premises.
- (j) To yield up the demised premises with the fixtures, fittings and additions thereto at the expiration of the said term in good and substantial repair and condition, (fair wear and tear being exempted) to the Landlord in accordance with the covenants herein before.
- (k) Not to make any alteration or addition to the demised premises without first obtaining the Written Consent of the Landlord which consent should not be reasonably refused.
- (l) In case the tenant wishes not to renew the Agreement upon expiry of his existing lease with the landlord, to give the latter a three (3) months notice in writing before the determination of the lease that may be in operation.

4. **AND THE LANDLORD HEREBY COVENANTS** as follows:-

- (a) The Tenant paying rents and performing and observing the several covenants and stipulations herein contained shall peacefully hold and enjoy the demised premises during the term hereby created without unlawfully intervention by the landlord or any person rightfully claiming under him.
- (b) To pay and discharge all site rates, land rent and land service charges and all other levies, outgoings and charges payable in respect of the demised premises.
- (c) To keep the exterior of the demised premises including the roof, drains, main walls and timber in good repair and condition during the tenancy and to remedy any faults of construction inside or outside affecting the proper use of the demised premises.
- (d) In case he contemplates and desires to increase the rent which may be currently payable, to give the tenant a Three (3) months' notice before putting into effect his such contemplations and desires.

5. **PROVIDED ALWAYS THAT:-**

- (a) The landlord shall throughout the tenancy period ensure that the premises are adequately and continuously supplied with water; however in case of water shortage or stoppage by the water Authorities the tenant shall make own arrangements for supply of water from other sources.
- (b) In the event the demised premises or any part thereof being damaged or destroyed by fire so as to render them unfit for occupation then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the fire shall be suspended until the demised premises shall again be fit for occupation.
- (c) Stamp Duty and Rental tax shall be borne by the Landlord whereas other expenses in connection with or incidental to the preparation of this Lease shall be borne by both parties.
- (d) This Agreement shall in every respect conform to and be interpreted in accordance with the laws of the United Republic of Tanzania.

6. **DISPUTE RESOLUTION**

The parties hereto shall amicably try to resolve any dispute or difference whatsoever which shall arise during the continuance of the lease; Provided that where no common understanding is made the dispute shall be referred


to single Arbitrator whose appointment shall be agreed upon by the parties hereto. The decision of the Arbitrator shall be final.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days and the year hereinbefore appearing.

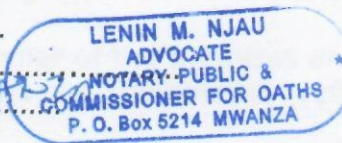
SIGNED and DELIVERED by the said
ENOK JOSEPH LEMA
who is known to me personally in my presence
this 30th day of JUNE, 2021.


.....
LANDLORD

Name: **LENIN M NJAU**

Signature: 

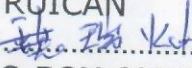
Postal Address: 5214
Mwanza



Qualification: **ADVOCATE**

SEALED with the common seal of the said
KONG YU (TANZANIA) LIMITED.
in my presence
this 30th day of JUNE 2021



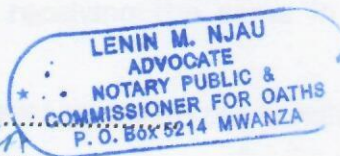
NAME : WEI RUICAN
SIGNATURE: 
ADDRESS: P.O. BOX 639 MWANZA.
CAPACITY: MANAGING DIRECTOR

BEFORE ME:

Name: **LENIN M NJAU**

Signature: 

Postal Address: 5214
Mwanza



Qualification: **ADVOCATE**