

**LEASE AGREEMENT**

**BETWEEN**

**DONGXING INTERNATIONAL REAL ESTATE Co., Ltd**  
**(LESSOR)**

**AND**

**PEAKTOP GROUP LIMITED**

**(LESSEE)**

**RELATING TO THE LEASING OF AN APARTMENT UNIT LOCATED ON PLOT No. 8  
Block No C2 BUILDING NUMBER "C" FLOOR NUMBER THIRD (3) AND ROOM No.4  
OF THE CHINA GARDEN APARTMENTS LOCATED AT MSASANI BEACH AREA WITH  
IN THE DISTRICT OF KINONDONI IN DAR ES SALAAM CITY**

This Lease Agreement is made on the 5<sup>th</sup> Day of MAY , 2021

**BETWEEN**

**DONGXING INTERNATIONAL REAL ESTATE Co., Ltd** a Limited liability company incorporated in Tanzania under the Companies Act, Cap 212 with P.O. Box 31798 **DAR ES SALAAM** (hereinafter called "**the LESSOR**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in Title) of the other part.

**AND**

**PEAKTOP GROUP LIMITED** a Limited liability company incorporated in Tanzania under the Companies Act, Cap 212 with P.O. Box 20950 **DAR ES SALAAM** (hereinafter called "**the LESSEE**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in Title) of the other part,

**WHEREAS**

The **LESSOR** is the registered owner of the demised **residential** premises comprised of Land Located on Plot No. 8 Msasani Beach Area within the District of Kinondoni in Dar Es Salaam City (hereinafter called "The Demised Premises")

**AND WHEREAS** the **LESSEE** has agreed to rent the demised premises, to hold and enjoy the same for residential purposes for a period of 3 **Months (36)** year **commencing on MAY (Month) 13rd (Day) 2021 (Year) ,and ending on MAY (Month) 12nd (Day) 2024 (Year).** on the terms and conditions hereinafter appearing;

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**A)** The **LESSOR** hereby demises unto the **LESSEE** the PREMISES comprised on Plot No.08 located at Msasani Beach, Bonde la Mpunga Street, with in Kinondoni District in Dar es salaam City, **commencing on MAY (Month) 13rd (Day) 2021 (Year) ,and ending on MAY (Month) 12nd (Day) 2022 (Year).**at the rent rate of **seven hundred and fifty United States Dollars only (750 USD )** per month payable in six installments for the whole period of the tenancy.

**B)** The **LESSOR** hereby demises unto the **LESSEE** the PREMISES comprised on Plot

No.08 located at Msasani Beach, Bonde la Mpunga Street, with in Kinondoni District in Dar es salaam City, **commencing on MAY ( Month) 13rd ( Day ) 2021 ( Year) ,and ending on MAY ( Month) 12nd ( Day) 2024 ( Year) .**at the service fee rate of **One Hundred United States Dollars only ( 100 USD )** per month payable in two installments for the whole period of the tenancy.

1.0 **The LESSEE hereby covenants with the LESSOR as follows:-**

1.1 To pay to the **LESSOR** in advance the annual rent for the leased premises as stipulated below:

- a) The Lessee shall pay the first installment of the rent amounting to **four thousand five hundred Thousand United States Dollars (4500USD )** for a period of six months ( **13rd** of May 2021 to 12nd of November 2021) at a monthly rate of seven hundred and fifty United States Dollars (**USD750**) immediately after the signing of this agreement.
- b) The Lessee shall pay the first installment of the service fee amounting to **six Hundred United States Dollars (600USD )** for a period of three months ( **13rd** of May 2021 to 12nd of November 2021) at a monthly rate of one hundred United States Dollars (**USD100** ) immediately after the signing of this agreement.
- c) That the remaining installment amounting to **twenty two Thousand five hundred United States Dollars (22500 USD) for a period of thirty months** ( 13rd of November 2021 to 12nd of May 2024) shall be paid in five installment each on ten (10) days before expiry of the preceding installment.
- d) That the remaining installment amounting to **three thousand United States Dollars (3000USD) for a period of thirey months** ( 13rd of November 2021 to 12nd of May 2024) shall be paid in five installment each on ten (10) days before expiry of the preceding installment.
- e) That the LESEE shall pay the rent specified above and the service fee before taking the tenancy of the premises and the attached facilities (where the LESSEE opts to

pay the rent and the service fee in form of remittance, that date of payment shall commence to count from the date remittance is affected and it is further agreed by the parties that the remittance fee shall be borne by the remitting part.

f) It is further agreed by both parties that all the rent to be paid as indicated under clause 1.1(a) and (b) shall be **Tax inclusive**.

g) That the entire above specified rent and service fee shall be paid to the lessor.

h) The appointed agent shall over see the payments on behalf of the Lessor as well as the performance of this lease agreement.

1.3 At all material times of the Lease period, to keep the interior and exterior of the demised premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decoration, thereof in good repair and fair condition reasonable wear and tear excepted and to clean regularly the internal and external parts of the demised premises including the compound and surroundings.

1.4 To permit the **LESSOR** and its agents and other persons authorized in writing by the **LESSOR** to enter the demised premises at all reasonable times during the day time with prior consent of the **LESSEE**, such consent not to be unreasonably withheld for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants herein contained.

1.5 To be responsible for and to indemnify the **LESSOR** against all damages occasioned on the demised premises or any part of the building, or to any person caused by any act, default or negligence of the **LESSEE** or the servants, licensees or invitees of the **LESSEE**.

1.6 At the expiration or sooner determination of the said term, to peacefully surrender and yield upon to the **LESSOR** the demised premises in good and maintenance repair and condition reasonable wear and tear accepted.

- 1.7 From the date of actual occupation of the demised premises, to pay all rates, taxes and other charges for the use of garbage collection, water, electricity and telephone in respect of the demised premises during the said term payable in respect of the demised premises.
- 1.8 Not to assign, sublet or otherwise part with possession of the demised premises or any parts thereof without prior written consent of the LESSOR, such consent not to be unreasonably withheld.
- 1.9 Not to permit or suffer to be made any alterations in addition to the demised premises without the prior written consent of the LESSOR such consent not to be unreasonably withheld.
- 1.10 At the expiry of the Lease to take away movable fixtures, additions or structures placed in or upon or attached to the demised premises by the **LESSEE** unless otherwise covenanted upon written notice to the **LESSOR**, and the **LESSEE** shall make good to the satisfaction of the **LESSOR** all damages thereby occasioned to the demised premises and restore the same to their original state and condition, tear and wear excepted.
- 1.11 Not to do anything that will invalidate any possible policy of insurance against fire or which may increase the premium in respect of the demised premises.
- 1.12 Not to store or bring upon the demised premises or house any articles of combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised premises.
- 1.13 To pay and make good to the **LESSOR** every loss and damage whatsoever incurred or sustained by the **LESSOR** as a consequence of every breach and non-observance of the **LESSEE'S** covenants herein contained and to indemnify the **LESSOR** against all actions, claims, liability, costs and expenses arising there from.

2.0 **AND THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:**

- 2.1 The **LESSEE** paying the rents herein, before reserved and performing and observing the several covenants and stipulation herein on his part contained shall peacefully hold and enjoy the demised premises during the term created without unlawful intervention by the LESSOR or any person or persons rightfully claiming under or in trust of the **LESSOR**.
- 2.2 The **LESSOR** shall allow the **LESSEE** to conduct modifications inform of maintenance on structures existing at the premises at the time of executing this lease agreement.
- 2.3 During the continuance of the said term, to keep and maintain the demised premises in a state of good structural repair and in a condition suitable for human habitation (proper state of repair) and on receipt of notice from LESSEE remedy major structural fault or faults of construction effecting the convenient and proper use or occupation provided that such faults are not attributable to neglect on the part of the LESSEE, his agents or employees.
- 2.4 To conduct repairs on the parts of the roof that are leaking and to ensure that any existing leakages are fully fixed.
- 3.0 **IT IS HEREBY AGREED AND DECLARED** by and between the **LESSOR** and **LESSEE** that:
- 3.1 In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, or any other force of nature which shall not have been caused or contributed to by the act, negligence or default of the LESSEE as to be unfit for occupation and use, then the rent hereby reserved or a fair proportion hereof according to the nature and extent of the damage sustained shall be suspended until the demises premises shall again be rendered fit for occupation and use.
- 3.2 If the **LESSEE** shall be desirous of taking a new lease of the demised premises after the term hereby granted, the **LESSEE** shall communicate of such desire to the **LESSOR** or send by registered post to the **LESSOR's** address in Tanzania notice in writing not less than three (3) months before the expiration of the said term.

- 3.3 Any notice under the Lease shall be in writing. Any notice to the **LESSEE** shall be sufficiently served if left addressed to it on the demised premises or by way of email to the Lessor or the duly appointed agents. Any notice to the LESSOR or their appointed agents shall be sufficiently served if delivered to his registered office or through the address of his duly appointed agent
- 3.4 That either party may terminate this agreement provided that the party wishing to terminate has issued a **three (3) months** prior notice of an intention to terminate the agreement and there shall be calculated the refundable rent in proportionate to the unoccupied period of the lease.
- 3.5 This Lease may be also terminated if the **LESSEE** fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of one (1) month after the **LESSOR** serves notice of such default to the **LESSEE**. Upon termination of this lease, all amounts due and owing between the parties shall become immediately due and payable.
- 3.6 The Lessee may further terminate the agreement once the repairs as indicated under clause 2.4 above are not conducted within the period of 6 months from the date of signing this agreement. That upon the termination of the agreement and the LESSEE paying any outstanding rent, both parties shall negotiate and agree on the compensation to be paid for any works conducted by the lessee.
- 3.7 This Lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.

**IN WITNESS** whereof the parties herein have hereto executed this Agreement on the day, month and year in the manner as hereinafter appearing

**SEALED WITH THE COMMON SEAL** of the said

DONGXING INTERNATIONAL REAL ESTATE Co.,

And delivered in our presences this.....

6<sup>th</sup>

of

May

2020

at

Dar

es

Ltd

Salaam



**LESSOR**

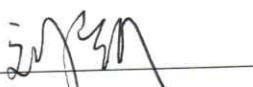
Name: Wang Mingyu

Signature: \_\_\_\_\_ 

Address: P.O.Box 31798

Qualification General Manager

Name: Liu Kai

Signature: \_\_\_\_\_ 

Address: P.O.Box 31798


**SEALED WITH THE COMMON SEAL** of the  
**NINE FIVE GROUP LIMITED**

And delivered in our presences this.....

} **LESSEE**  
said



Name: wang jingrongl

Signature: \_\_\_\_\_ 

Address: P.O.Box 20950

General Manager