

## LEASE AGREEMENT

This Lease Agreement is made this 26 day of October 2020.

### BETWEEN

**CHRISTINE HARRIET MULOKOZI** of P.O.BOX 23461 Mbezi Beach, Dar Es Salaam, Tanzania (Here in after to be referred as Lessor) which expression where the context so admits shall include her/his successor and assigns) of this first part.

### AND

**TANPILE LIMITED** of P.O.BOX 77902, Dar es Salaam, Tanzania (Here in after to be referred as Lessor) which expression where the context so admits shall include her/his successor and assigns) of other part.

### WHERE AS

- A. The lessor owns a registered title deed NO.81014 of the land which he intends to lease, that being, Plot No 459 Kawe beach, measure 4100 Sqm, Dar Es Salaam, Tanzania (Here in after called "the demised premise")
- B. The Lessor has agreed to lease the demised premises to the Lessee to hold and enjoy the same for commercial purposes on terms and conditions hereinafter appearing.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

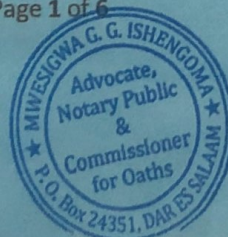
#### a. TERM

The lessor shall let the demised premises to the Lessee for the period of FIVE years (5) from the 1<sup>st</sup> Day of March 2021 up to 01 Day of March 2026. Upon expiry of the said Five Years lease term the lessee shall have an option to renew a fresh lease by way of writing at least one months before the expiration of this term and conditions to be negotiated afresh by both parties.

#### b. RENT

- I. The Lessor hereby demises unto the Lessee ALL THAT demised premises TOGETHER WITH the right of access TO HOLD unto the Lessee for a term of Five years for the rent of USD 2,500 (United States Dollar Two Thousand Five Hundred only) per month inclusive of service and VAT it can also be paid in Tanzania Shillings depending on Bank of Tanzania (BOT) exchange rate during that period. The Lessee for the First year shall pay a full rent of Six Months (between 1<sup>st</sup> 03 2021 to 01 - 03 - 2026.) and the remaining amount would be paid in installment of six months basis.

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The payment could be bank transfer, Bank Check and Cash.

For Bank transfer detail

Christine Harriet Mulokozi

Number 0252293130300

CRDB Bank,  
Main Branch.

- c. The Lessee shall deduct 10% withholding tax (or any other percentage as per the law in force) from the rental sum/amount given to the Lessor; and the Lessee henceforth remit the deducted amount to the Tanzania Revenue Authority and the receipts and Certificate for the said remit shall be furnished to the Lessee who shall hold it.

**d. ADDRESS OF THE LESSEE.**

Any notice required or otherwise given pursuant to this Lease shall be in writing and shall be served as follows: -

TANPILE LTD

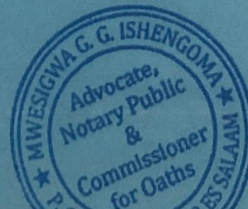
P.O. BOX 77902

PLOT 451 KAWA, DAR ES SALAAM

MOBILE NUMBER: [tanpile@hotmail.com](mailto:tanpile@hotmail.com)

**THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS**

- a. To pay rent as per this agreement, to pay to the appropriate authority all charges in respect of the electricity supplied to the said demised premises, telephone and water, garbage in respect of the said premises during the period of tenancy.
- b. To pay the rent reserved on the days and in a manner aforesaid without any deductions whatsoever. However, for the avoidance of doubt, it is hereby declared and acknowledged that while making payment for the first six months, the lessee and Lessor agreed that the lessee will deduct the amount which will be used to facilitate repair of the demised property work, as indicated in the addendum.
- c. To keep and maintain the Demised premises and appurtenances in good and sanitary condition and repair where necessary during the term of this Lease. In particular, Lessee shall keep the fixtures in the Demised premises in good order; keep the furnace clean; and keep the walks free from dirt and debris. Lessee shall, at Lessee's sole expense, make all necessary required repairs time to time as required after being handed over the demised premises with its fixtures, the lessee shall be liable for repairs on the artificial damage to the fixtures; the natural wear and tear damage which is reasonable to be borne by the Lessor.
- d. Not to make alterations to the Demised premises or construct any building or make other improvements without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on or around the Demised premises by Lessee, with the exception of fixtures properly removable without damage to the Demised



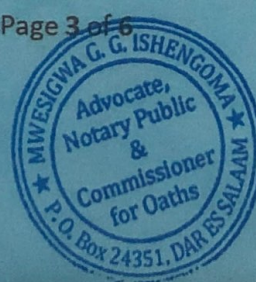
premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee.

- e. To permit lessor at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Demised premises for the purpose of inspecting the premises by giving the lessee Seven days notice via phone.
- f. Upon giving a written notice with explanation to the Lessor the Lessee shall be permitted to sublet any portion of the premises to any person provided that at the time of such assignment or sublease the Lessee shall not be in default in the performance and observance of the obligations imposed in this agreement.

#### THE LESSOR HEREBY COVENANTS WITH LESSEE AS FOLLOWS

- a. To ensure peaceful and quiet enjoyment of the demised premises and avoid any interruption by lessor personally or any person lawfully claiming thought under or in trust for lessor.
- b. The Lessor shall repair the Demised premises before handing over to the Lessee, those being; painting the whole premises, plumbing works, servicing and repair the current AC, changing of electrical lights, door and lock replacing, the main house area brick floor repairing and expanding, fixing the drainage system and painting the house, toilet facilities, installation of the Electricity fence and repair the damaged gate.
- c. To pay all statutory payments as required under the Law of the Land.
- d. Lessor covenants with this tenancy that besides the demised premises the Lessor shall provide fixtures which the Lessee should make sure to keep them in condition at the end of this lease tenancy.
- e. To insure and keep insured the demised premises improvements from loss, damage by fire and other comprehensive risks with a reputable insurance company or underwriter to the full insurance value thereof and to pay premiums necessary for that purpose and to apply all monies received by virtue of such insurance in making good the loss in respect of which the same shall have been received.
- f. To keep external part of the demised premises in good tenantable repair and condition save as in clause (d) of this agreement.
- g. The Lessor shall have no right to sale the demised premise without the prior written consent of Lessee, and shall be liable to pay the Lessee a compensation and all damages incurred (which shall be discussed by both parties) for breach of Contract.
- h. To make such application, give information and execute or sign all such forms documents or papers and do all such acts, deeds, things as are necessary to bring into effect this tenancy.

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- i. Due to incapacity (advanced age) the Lessor has come into agreement with her two children named **Aida Mulokozi** and **Alma Mulokozi** to lease the demised premise to the Lessee and they will all sign the contract as owners of the premise.
- j. The Lessor assure the lessee that they will handle the case in court regarding the leased premise and settled with the previous tenant by the end of November. Also, if the lessee gets bothered from quite enjoyment of the demised premise and get interrupted by the Lessor personally or any person lawfully claiming thought under or in trust of the Lessor, then the Lessor will pay for compensation and damage to the Lessee for the cost incurred by the Lessee to shift in to the premise.

**c. SECURITY BOND.**

The parties have agreed that on the date of signing this contract the lessee will deposit a security bond of one-month rent (USD 2,500) to the lessor which hall be reimbursed to the Lessee at the end of contract.

**d. BREACH OF CONTRACT**

If any rent hereby or any part thereof shall at anytime be unpaid for seven 7 day before due date (whether lawfully demanded or not) or if the covenants on the part of lessee herein contain shall not be performed or observed, then in any of the said case it shall be lawfully for lessor or his authorized agent to terminate the tenancy and assume possession of the premises immediately and take whatever action the lessor thinks fit.

**e. DISPUTE RESOLUTION .**

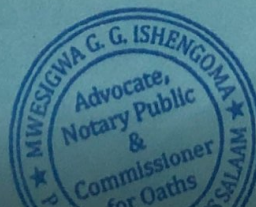
Any dispute, controversy or claims that may arise out of or relating to this Agreement shall to the extent possible, be settled amicably by mutual agreement of the parties by either party notifying the other of such occurrence of the dispute, controversy or claim as the case may be and such agreement shall be confirmed in writing and assigned by all parties.

**f. TERMINATION**

This agreement may be terminated by Lessee upon giving One months (1) notice or paying one months (1) rent in lieu of notice to the other party provided that all terms of this agreement shall be observed, and lessor shall refund to the lessee the rent for remaining period in which the lessee shall not be in occupation for the demised premises.

**g. NOTICE**

That any notice required to be served by the parties hereto shall be sufficiently served to the **Tenant** if left addressed to the **Tenant** and sent by dispatch or registered post via Post



Office Box 77902, Dar es salaam, Tanzania and shall be sufficiently served on the Landlord if addressed to it and sent by dispatch or registered post via **Post Office Box 23461 Dar es salaam** or via email for Lessor [mulokoziaida@hotmail.com](mailto:mulokoziaida@hotmail.com) and phone number **0754375515** and for Lessee [tanpile@hotmail.com](mailto:tanpile@hotmail.com) and phone number **0747485132**.

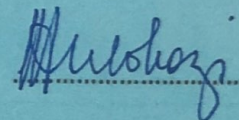
**h. FORCE MAJEURE**

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, civil unrest, government control orders, directives or restrictions. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make good faith effort to perform its obligations hereunder.

**i. APPLICABLE LAW.**

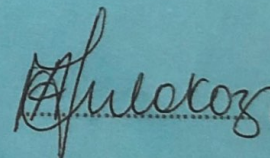
This Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

SIGNED and DELIVERED by the said **CHRISTINE HARRIET MULOKOZI** who is known to me personally/identified to me by ANITHA DAMIAN the latter being known to me personally in my presence this 26 day of 10 2020



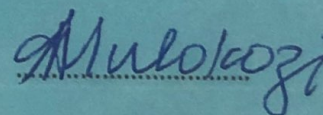
LESSOR

SIGNED and DELIVERED by the said **AIDA MULOKOZI** who is known to me personally/identified to me by ANITHA DAMIAN the latter being known to me personally in my presence this 26 day of 10 2020

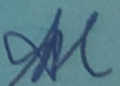
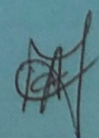
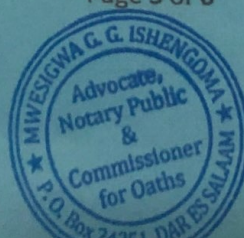


LESSOR

SIGNED and DELIVERED by the said **ALMA MULOKOZI** who is known to me personally/identified to me by ANITHA DAMIAN the latter being known to me personally in my presence this 26 day of 10 2020



LESSOR



SIGNED and DELIVERED at Dar es salaam by the said

ZHONG TIAU

FOR AND ON BEHALF OF TANPILE LIMITED

who is known to me personally/

has been introduced to me by

the latter being known to me personally

in my presence this 26 day of October 2020.

DIRECTOR TANPILE LIMITED

WITNESS FOR THE LESSEE

1. NAME: ANITA DAMIAN  
OCCUPATION: LEGAL OFFICER  
ADDRESS: 77902 DAR ES SALAAM  
SIGNATURE: Anita

2. NAME: Ting Meng  
OCCUPATION: Assistant  
ADDRESS: 77902 Dar es salaam  
SIGNATURE: Ting Meng

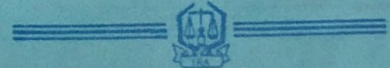
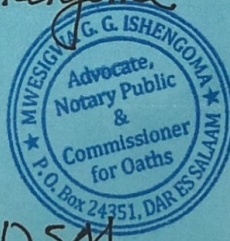
BEFORE ME:

Mwesigwa George Ishengoma

[Signature]

ADVOCATE.

P.O. Box 24351, DSM.



STAMP DUTY

Shs. 500/- collected

Receipt No. 20542000858

25/11/2020

Regional - Manager Kinondoni Region

SD Copy 500/-  
[Signature]



