

LEASE AGREEMENT

PLOT NO. 4  
BLOCK 'A' TUMBI,  
EX NBC BUILDING,  
KIBAHA TOWNSHIP.

THIS LEASE AGREEMENT is made this .....day of ..... 2022.

**BETWEEN**

**SPIT CONSULTIUM (T) LIMITED** a liability Company incorporated in Tanzania under the Companies Act,2002 (Cap. 212) of P.O. 33379 KIBAHA (hereinafter referred to as "**the LESSOR**" which expression shall include wherever applicable, his heirs, legal representatives, successors in title and assigns) of the one part;

**AND**

**YUANDA INVESTMENT AND TRADING** a limited liability Company incorporated in Tanzania under the Companies Act,2002 (Cap. 212) of P.O. 23206 DAR ES SALAAM (hereinafter referred to as "**the LESSEE**" which expression shall include wherever applicable, his heirs, legal representatives, successors in title and assigns) of the one part;

**WHEREAS:**

- A. The LESSOR is the owner in possession of a Premise and all parcels of land situated at Kibaha Title No.49295, Plot No. 4 on Block "A" Tumbi within Kibaha Town Council, Coast Region
- B. The LESSOR has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.
- C. The LESSOR and the LESSEE have agreed that the Lease of the Demised Premises and the assets shall be subject to the terms and conditions stated under this Lease.

**WHEREBY IT IS AGREED** by and between the parties hereto as follows: -

1. **IN CONSIDERATION** of a sum of Tanzanian Shillings Five Million only (Tshs. 5,000,000/=) as a rent per month, the Lessor has agreed to lease the demised premises for a term of **TWELVE** months commencing from 1<sup>st</sup> December 2022 up to 31 December 2027

2. The **DURATION** of this Lease Agreement hereby granted shall be for a period of **TWELVE** months as aforesaid, and may be extended for further period of **TWELVE** months and similarly further extended up to a maximum term of **FIVE** years from the date of December 2022 up to 31 December 2027
3. The Lessee has agreed to hold the premises of the whole of the Building herein after referred to as the "demised property" and use the same for the purpose of office accommodation to terms and conditions hereinafter appearing.
4. The Lessee **HEREBY COVENANTS** with Lessor to the intent that the obligations shall continue throughout the said term as follows: -
  - 4.1 To pay rent from the date of signing this agreement.
  - 4.2 At all times, to keep the demised and appurtenances thereof, including the doors, windows and other glass fixtures, fittings, fastenings, electric wires and fitting waste water drains and other pipes and sanitary water apparatuses therein and the painting and decoration thereof in good and tenantable repair and condition throughout the said term (fair wear and tear are expected).
  - 4.3 To pay water charges, security charges, sewage charges and electric bills accordingly as hereunder.
  - 4.4 Not to erect or install or to make alterations or improvements in or in addition to the demised premises without prior consent of the Lessor and such improvement shall form part of the demised premises.
  - 4.5 To permit the Lessor and or his agents, surveyors, authorized by the Lessor at all reasonable times of the day upon not less than 24 hours' previous written notice (or immediately in case of need) to enter upon the demised premises to view the state and condition of the demised premises and may execute any repairs necessary under the covenant in that behalf hereinafter contained.
  - 4.6 Not to do, or suffer on the demised premises or any part thereof, any act, matter or thing whatsoever which may be or tend to the annoyance, nuisance damage or disturbance of the Lessor or occupiers of any adjoining or neighboring property.
  - 4.7 Not to use, or suffer the demised premises for any illegal or immoral purpose.