

**LEASE AGREEMENT**

**BETWEEN**

**SPIT CONSULTIUM (T) LIMITED**

**AND**

**YUANDA INVESTMENT AND TRADING COMPANY LIMITED**

## LEASE AGREEMENT

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

**THIS LEASE AGREEMENT** is made this <sup>15<sup>th</sup></sup> day of December 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> January, 2023 up to 31<sup>st</sup> December, 2023.

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 commencement.
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 tenatable 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.

4.8 To yield up the demised premises with the fixtures and fittings and additions thereto as the expiration or sooner on determination of the said term in good and substance repair and condition in accordance with the several covenants herein contained.

4.9 Not to take upon, keep, place or storage any dangerous or hazards material in the demised premises.

4.10 Not allowed to assign, subject or part with the possession of the demised premises.

5. The Lessor **HEREBY COVENANTS** with the Lessee as follows: -

5.1 To maintain, repair, amend, renew cleanse, repaint and redecorate, otherwise keep in good and tenantable condition the structure of the building and in particular the roofs, foundations, and walls thereof, but excluding nevertheless, therefrom.

5.1.1 All walls that are situate wholly within he demised premises.

5.1.2 The interval faces or boundary walls that enclose the demised premises.

**PROVIDED** that the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor has had thereof or in respect of any obligations hereunder that is to be constructed as falling within the ambit of any of the Lessor's covenants hereinabove contained.

5.2 That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee. The lessee shall peaceably hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

## 6. **DECLARATION OF THE LESSOR AND LESSEE**

**PROVIDED ALWAYS** and it is hereby expressly agreed and declared that: -

6.1 If the rents hereinbefore reserved or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after the same shall have become due (whether legally demanded or not) or if the Lessee shall at



any time fail or neglect to perform or observe any of the covenants or agreements herein contained and on the Lessee's part to be performed and observed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorized by the Lessor in that behalf to give written notice to the Lessee under Section 104 of the Land Act of his intention to terminate the Lease if the breach is not remedied within a period of thirty (30) days from the date of service of the notice.

6.2 Either party shall have the right to terminate this lease at any time by giving the other party three month's (3) notice to that effect. **PROVIDED** that such termination shall be without prejudice to the rights and obligations of the parties to the date of termination, taking into account any advance payments already made.

6.3 Notwithstanding anything to the contrary herein contained the provisions of this Agreement may be modified by an exchange of letters setting out the modifications mutually agreed between the parties hereto and shall after such exchange of letters be read and construed as so modified.

6.4 This Lease shall be governed and construed in accordance with the laws of Tanzania.

6.5 That rent and other related charges thus stated to be paid direct to the Lessor, shall be paid through **Account Number, 022103004812, Spit Consultium (T) LTD, National Bank of Commerce – NBC.**

6.6 That in event of death of either parties to this agreement, the legally appointed administrator of the estates and/or successor shall step in to the shoes of the deceased.

6.7 That this lease agreement shall be governed by the laws of the United Republic of Tanzania.

## 7. DISPUTE SETTLEMENT


Parties shall settle amicably first in case of any dispute before referring the matter to an arbitrator in accordance with the Arbitration Act (Cap. 15) R.E 2002 or any statutory modification or re-enactment therefore for the time being in force.

IN WITNESS WHEREOF the Lessor and the Lessee have respectively executed this Agreement the day and year first above written.


SIGNED and DELIVERED by the  
MANAGING DIRECTOR of  
SPIT CONSULTIUM (T) LIMITED  
at Kibaha this 15<sup>th</sup> day of Dec. 2022.



LESSOR

Name Dickson Ernest Maimu  
Signature   
Qualification Director  
Postal Address 3339 Kibaha

In presence of:


Witness Rajab Hassan Rajab  
Signature   
Qualification Advocate  
Postal Address 8339 Dar es Salaam



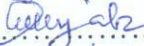
SIGNED and DELIVERED by  
YUANDA INVESTMENT AND TRADING  
COMPANY LIMITED  
at Dar es Salaam this 15<sup>th</sup> day of Dec. 2022.



LESSEE

Name GODFROE E - JUDGE  
Signature   
Qualification Secretary  
Postal Address 33887 Dar es Salaam

In presence of: -

Witness Rajab Hassan Rajab  
Signature   
Qualification Advocate  
Postal Address 8339 Dar es Salaam

