

# LEASE AGREEMENT

This LEASE made this.....day of .....2021

## BETWEEN

**SURPASS INTERNATIONAL INVESTMENT COMPANY LIMITED** of P.O BOX 14830, **DAR ES SALAAM** (hereinafter referred to as the "Lessor") which expression shall where the context so admits include the successors in this Title) on the one part;

## AND

**FUJIAN NEW BRIDGE INDUSTRY TANZANIA COMPANY LIMITED P.O.BOX 14836**, Dar es Salaam (hereinafter referred to as the "Lessee") which expression shall include, if the lease is an individual, his person representative and permitted assigns, or if the lessee is a company, its successor in- title) of the other part

## WHEREAS

- A. The Lessor is the Registered holder of all that properties and premises on Plot no. 1 & 2 Block E, located at Mwanambaya Mkuranga District, and
- B. The Lessee wishes to lease the Premises from the Lessor and
- C. The Lessor has agreed to lease such premises to the Lessee on terms and conditions as hereunder stipulated according to the terms and conditions stipulated herein.

## NOW THIS LEASE WITNESSETH AS FOLLOWS

1. The Lessor hereby leases to the Lessee the Premises with total Square Meter 1350 for a period of five years (5) commencing on the **1<sup>st</sup> March 2022 to 28<sup>th</sup> February 2027**.
2. In consideration of the monthly rent of Tanzania Shillings Two Million only (2,000,000/=) payable in Twelve months (12) advanced amounting to Tanzania Twenty Four Million only (**TSHS 24,000,000/= VAT INCLUSIVE**) the Lease period to commence from **1<sup>st</sup> March 2022 to 28<sup>th</sup> February 2027** and if the Tenant will wish to renew the tenancy after elapse of two (5) years the rent chargeable will be reviewed and agreed by both parties' subject to statutory deductions.
3. **Use of Premises and Access Rights.**
  - 3.1 The premises are at let to be used as workshop for furniture (woodworks and steel works and other business incidental.
  - 3.2 The Lease shall not do or allow to be done anything in respect of the premises or make, use or allow any use to be made thereof in any way contrary to statute Local Government or other statutory regulations and by – laws in force from time to time or which may expose the premises to the possibility of damage from any cause or which may cause an increase in insurance premiums substance. The Lessee shall carry out all works necessary to remedy any contamination or pollution or to remove the source of the contamination or pollution.
  - 3.3 The lessee shall be authorized to place office signature or logo in the demise premises which may be displayed in such a manner and in such a form and character as shall be conducive to the business or profession of the lessee, the Lessee shall be responsible for the associated fee/levy as appropriate and shall have the right to bring into demised premise office equipment and or machinery.

3.4 However, such rights of access do not include, and shall not enter or encroach upon that part of the premises excluded from the premises except with the written permission of the Lessor.

3.5 The Lessee shall bear the costs of security taking into consideration of occupied areas.

3.6 Except as otherwise provided in this Lease, the Lessor shall not interfere with the Lessee's right of enjoyment over the premises, shall be conscious of the security requirements of the Lessee with respect to that part of the premises included in the premises.

**4.0 Lessor's Responsibility for Maintenance:**

4.1 The Lessor shall be responsible for the basic structure maintenance of the building constituting Premises and for the maintenance of the extended of such building including the roof thereof, save such maintenance as is necessitated by any act or default of the lessee, its employees, representatives, agent, contractors or of any person using the premises or implied, but the lessor shall not be liable for any consequential damage to the Lessee by reason of its failure to carry out any maintenance or repair has been drawn to the notice of the Lessor shall have failed to put in hand the necessary works within a period of fourteen (14) days or failed regularly to proceeds with works.

4.2 The Lessor shall install water reservoir tanks and shall make sure that there is enough water to be used at the premises including maintenance of the common areas.

**5. Lessee's Responsibility for Maintenance:**

5.1 The Lessee shall be responsible during the lease for all further maintenance whatsoever of the premises that may be needed to keep them in good condition.

5.2 The Lessee shall in particular, but without prejudice to the generality of the foregoing be responsible for the maintenance and upkeep of all interior surfaces, fittings, fixtures, locks, keys, plate, glass window, window fastenings, electrical and water apparatus and appliances, floors and other woodwork and shall replace or repair at its expense any which may have been lost, damage or destroyed.

5.3 The Lessee shall be responsible for keeping the premises in a clean, tidy and sanitary condition and for maintaining all gates, fences and the like. The Lessee shall not permit anything in or upon the demised premises that may be or become a nuisance or annoyance to the Lessor or any of the occupiers of the adjoining properties.

**6. Improvements:**

6.1 The Lessee shall not have the right to erect buildings or other structures on the premises for its use in its business unless as is specifically agreed by the lessor in writing.

6.2 The Lessee shall not (i) make any alteration or addition to the electrical wiring and installations of the Premises except in accordance with the terms, conditions and recommendations of the local institute or electrical engineers and the regulations of the relevant electrical supply authority and with the prior

written approval of the landlord not to be unreasonably withheld, and (ii) make any excavation or sink any well upon the Premises or interfere with any drainage, sewers, pipers or communications and mains cabling which now are or at any time hereafter may be in through under or over the Premises.

## **7. Yielding up**

At the expiry or sooner determination of the term of the Lease the Lessee shall yield up to Premises in good and substantial repair and consistent with the full and due compliance by the Lessee with its obligations under this Lease, and subject the requirements of the Lessor.

## **8. Insurance**

- a. The Lessor shall all at all-time keep the Premises insured for the Lessor's benefit in the full Reinstatement value against the insured Risks and Loss of rent. The Lessee shall not do or allow or cause to be done any act, matter or thing whereby the insurance rates in respect of the Premises shall be increased or the rights of the Lessor in the terms of the relevant policy shall in any way be prejudiced. If the premises are damaged or destroyed by any of the insured Risks the Lessor will with all convenient and practicable speed repair or reinstate the premises.

Provided that;

- i. All necessary licence, certificates, approval, permissions and contents shall have been obtained so as to permit the works to be carried out.
  - ii. The Lessor's obligations herein shall cease if the insurance shall be rendered void or voidable or the policy monies withheld in whole or in part by reason of any act or default of the Lessee or any responsible to the Lessee or any of its employees, contractors, licensees or invitees.
  - iii. In effecting any insurance under this section 8 carrying out any repair or reinstatement the lessor shall not be obliged to (but nevertheless may) take into account any alterations or improvements to the premises carried out otherwise than by the Lessor (whether or not the consent of the Landlady is obtained to any such alterations or improvements and without prejudice to section (6) but any alterations or improvement which is taken into account by the Lessor in effecting such insurance shall likewise be taken into account in carrying out any such repair or reinstatement.
- b. The Lessee shall take such fire precautions and safeguard the premises to comply with the requirements and recommendations of the insurers the fire brigade and local authorities. The Lessee shall not store or bring on to the Premises any article, substance or liquid of an especially combustible, inflammable or explosive nature.
  - c. The Lessee shall immediately advise the Lessor of any fact or event which might affect any insurance policy relating to the Premises.

- d. The Lessee shall be solely responsible for any insurance it may require in respect of its property kept on the premises including inventory, machinery, fixtures and fittings.
- e. The Lessee shall be solely responsible for the activities and welfare of its employees, representatives, contractors, licensees or invitees while they are on the premises or any land adjoined thereto and held by the Landlady accordingly the Lessee waives all claims, suits damages, costs and expenses whatsoever in respects of any harm incurred by the any of its employees, representatives, contractors, licensees or invitees while they are on or as a result of being on the premises or any land adjoined thereto and held by the Landlady. The Lessee hereby indemnifies the Lessor in respect or any such claim, suit, damage, costs or expense brought by or incurred by any other party.

#### **9. Service Charges**

- a. All rates and other statutory charges and taxes levied from time to time by statutory authority upon or in respect of the premises shall be paid by the lessor.
- b. All charges for water supplied to the plot upon which the Premises are situated shall be paid by the Lessee. Water supply shall remain registered in the Lessor's name. Should the Lessee fail promptly to pay any charges due by it for such electricity and water supplies then the Lessor shall be entitled to effect payment thereof on the Lessee's behalf and recover the amount so paid from the lessee on demand, failing which the Lessor may claim such amount arrears.

#### **10. Access**

The Lessor shall have the right after providing written notice to the Lessees, at reasonable time during business hours of entry and access by itself or its servants or agents to the premises for the purpose of such inspection as may be reasonably necessary or to ascertain from time to time whether any breach is being or has been committed by the Lessee or to discharge its own obligations hereunder.

This is without, prejudice to the obligation of the Lessee to advice the landlady of any breach or potential breach by the Lessees of the Lease, or of any damage to the Premises.

#### **11. No Assignment or Sub-Letting**

The Lessee shall not during this lease cede or assign its rights or obligation under this agreement or sub-let or grant any right or occupation in respect of the premises or any part thereof without the prior written approval of the lessor whose concert shall not be unduly withheld. However, the lessor shall allow a third party to occupy the premises if proven that business and or the property belongs to the Lessee has been sold to the third party, and the lease remained shall be utilized by the same until further arrangement and or agreement.

## **12. Relaxation**

Any relaxation or indulgence which the Lessor may show towards the Lessee shall not in any way prejudice the Lessor's rights under this agreement and more particularly the acceptance of rent after due date, or the acceptance of a Lessee sum on account of rent due, shall not be construed as a waiver by the Lessor of its rights under this Lease.

## **13. Termination**

13.1 In Event of the rent being in areas for 30 (thirty) days, whether the same shall have been legally demanded or not, or

In the event of the Lessee committing any other breach of this agreement and failing to remedy such other breach 30 (thirty) days after receipt from the Lessor of a written notice requiring the Lessee so to remedy such breach or;

13.2 Either Party shall have the right to terminate this lease after serving three (3) months written notice on the other Party. Any sums advanced to the Lessor but not used due to such termination shall be refunded without deductions whatsoever.

13.3 This lease may be renewed upon consultation and acceptance by the Lessor after the term hereby demised. In case of Lease renewal, the parties herein shall agree on terms and conditions of the extended lease.

## **14. Resolution of Disputes**

14.1 In the event of any dispute or difference arising out of or relating to the agreement or the breach thereof, the parties hereto shall use their bests endeavor **to settle such dispute or differences** amicably, to this end they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution. If they do not reach such solution within a period of thirty (30) days after any party requested consultations, then parties may resort to try and determine the dispute.

14.2 The Lessee shall not do anything would or might lead to any contamination of the premises or pollution of the environment, nor discharge or allow to enter into any drainage.

## **15. Notice**

15.1 Any notice to be given under this agreement shall be either delivered personally or sent by pre-paid registered post. The address for service of each party is its registered local office or any other address for service previously notified to the other party. A notice is deemed to have been served as follows.

15.1.1 If personally delivered at the time of the delivery.

15.1.2 If posted at the expiration of 7 days after the envelope containing it is delivered into the custody of the postal authorities. In providing service it is sufficient to prove the personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded delivery or air mail letter (as appropriate).

15.1.3 Notwithstanding the above, above actually received by the part to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that the notice has not been given accordance with the provision of the clause.

**IN WITNESS WHEREOF**, the parties hereto have dully executed these present and signified their acceptance of these by signing their names on the day month and year hereinafter appearing.

**SIGNED and DELIVERED by SHAOQING YAO**

on behalf of **SURPASS INTERNATIONAL INVESTMENT**

**COMPANY LIMITED** who is introduced to me by

**JUMA MLAPONI** and the letter known

to me by personally in my presence on.....

this day of..... 28 - 12 ..... 2021

**WITNESS**  
**NAME:** MARY KAVULA

**SIGNATURE:** *Mary Kavula*

**ADDRESS:** 77542 DSM

**QUALIFICATION:** NOTARY PUBLIC



*Shaoqing Yao*

**SIGNED and DELIVERED by LI XUEJU**

on behalf of **FUJIAN NEW BRIDGE INDUSTRY TANZANIA**

**COMPANY LIMITED** who is introduced to me by

**JUMA MLAPONI** and the letter known to me

Personally in my presence on .....

this day of..... 28 - 12 ..... 2021

**WITNESS**  
**NAME:** MARY KAVULA

**SIGNATURE:** *Mary Kavula*

**ADDRESS:** 77542 DSM

**QUALIFICATION:** NOTARY PUBLIC



*Li Xueju*