

## LEASE AGREEMENT

Contract Reference No: CAD220601/001

This lease agreement is made on the 27<sup>th</sup> JUNE 2022, between **DACHUN YU** of P.O.Box 507, Dar es salaam, Tanzania. (Hereinafter to be referred to as "*The Landlord*" which expression shall include where the context so admits all the persons deriving title under him) and **WAY CLOUDA TANZANIA LIMITED, P.O. Box 13024, Dar es Salaam, Tanzania** (hereinafter to be referred to as "*The tenant*" which expression shall include where the context so admits its successors and/or assigns ) of the other part.

**WHEREAS** the *Landlord* is the owner of the house situated on **Plot No.2, Pugu Road, Temeke, Dar es Salaam**, plus all the improvements, fixtures, fittings and structures thereon, (hereinafter to be referred to as "*The demised premises*").

**AND WHEREAS** the *Landlord* is desirous of letting to the tenant and the tenant is desirous of renting from the Landlord the demised premises on the terms and conditions as hereinafter appearing.

**NOW THEREFORE THIS DEED WITNESSES** as follows:-

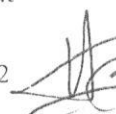
1. **IN CONSIDERATION** of the rent and tenant covenants hereinafter reserved and contained, the Landlord hereby demises unto the tenant the demised premises for the term of 5 years commencing on the 27<sup>th</sup> JUNE 2022 — 26<sup>th</sup> JUNE 2027.

1. This lease may be further renewed for a further period by mutual agreement between the parties on the terms and conditions which may be varied from those appearing and contained in this deed. In such event the tenant must give two (1) months prior notice of its offer to renew before the determination of the terms herein contained.
- ii. A notice in this deed shall be deemed to have been served on the landlord if addressed to the tenant and left on the landlord's residence or sent to the tenant by registered post at the aforementioned address and shall be deemed to have been served to the tenant if the addressed to it and left on the demised premise or sent to it by registered post at the aforementioned address.
2. The rentals shall be at the rate of **TZS 5,000,000 per month (One million Tanzanian shillings only)**.

The tenant shall pay the said rental of **TZS 5,000,000 per month (One million Tanzanian shillings only) six months in advance** in TZS to the Landlord without demand every term prior to the due date of the next lease term.

3. The tenant hereby covenants with the landlord as follows:-

- i. To pay the rent as stated in **six-month advances** to the landlord
- ii. To be paid by the tenant the respective With Holding Tax & Stamp Duty associated with this contract to relevant authorities
- iii. To be paid by the tenant charges for, Electricity, Water, Sewage, Security, Generator diesel & service, Fumigation, Garden maintenance. Garbage and Telephone bills if any.
- iv. To use the premises for residential purpose only and not to use it otherwise without



the express written consent of the landlord.

- v. Neither to make any alterations, erections nor to injure cut or main any of the walls or woodwork of the demised premises without the written consent of the landlord.
- vi. To keep in tenantable repair the demised premises including all doors, windows, locks and fasteners and the interior therein and electrical wiring thereof (fair wear and tear and damage for accidental tempest and fire excepted save where damage is occasioned in consequence of the act or default of the tenant throughout the term) and to yield up to the same in such repair at the determination of the lease (however determined) in effect all repairs are to be undertaken by the tenant.
- vii. At the end of the Term, to yield up the Premises in such repair or condition as was at the Commencement Date, including the removal of all nails or picture frame holders, fair wear and tear accepted. Ensuring in particular that the water pumps, water heater & air-conditioning units and all electrical appliances such as refrigerator, oven, washing machine and television are in good working order, fit for re rent immediately the day after the expiration of the lease, fair wear and tear excepted.
- viii. The Tenant is responsible for the maintenance of the compound including the provision of water, maintenance of the garden and generator and will also provide services of garbage disposal.
- ix. To permit the landlord and his agents and or workmen with all necessary appliances at all reasonable notice to tenant, except in the case of emergency to enter upon the demised premises for the purpose of examining the conditions of the demised premises.  
AND if the tenant shall not effect such minor repairs within thirty (30) days after services of notice the landlord shall proceed diligently with the execution of such repairs and costs thereof shall be a debt due from the tenant to the landlord payable right after the works are completed. Failure to pay without reasonable cause shall be considered a breach of this lease agreement.
- x. Not to under let or assign the demised premises or any part thereof without first obtaining the prior written consent of the landlord.
- xi. To comply with all the municipal and health regulations as may be promulgated by the Dar es Salaam City Council, save as where major matters are concerned.
- xii. The tenant will not bring in to the premises any harmful or illegal equipment, substances, drugs or chemicals.
- xiii. At the expiration of the said term, to the yield up peacefully to the landlord to demised premises in good and tenantable repair and condition unless notice for renewal of the lease have been issued to the landlord by the tenant, in which case clause 2 shall take its cause.

5. The landlord hereby covenants with the tenant as follows:

- i. That the tenant paying the rent hereby reserved and performing and observing the covenants on the landlord's part herein contained shall peacefully hold and enjoy



the demised without interruption by the landlord or any person lawfully claiming under the landlord.

- ii. The landlord shall not be liable for any injury to the tenant, invitee servants or visitors including tradesman caused by diligent working of any machinery in the demised premises.

6. **It is hereby agreed and declared** as follows:-

- i. If the rent is unpaid for one month after becoming payable whether the same shall have been demanded or not or if any of the covenants and conditions conferred or implied in this lease and on the part of the tenant to be observed and performed shall not without reasonable explanation be observed or performed, then it shall be lawful for the landlord to re-enter into the demised premises or into any part thereof in the name of the whole and thereupon the said term shall cease and determine but without prejudice to any rights or remedies which shall have accrued to the landlord against the tenant in respect of any antecedent breach of any of the covenants herein contained.



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IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and the year and the manner herein below appearing.

SIGNED and DELIVERED BY THE SAID.  
**DACHUN YU**

This 27 Day of JUNE 2022

SIGNATURE: 

P.O.BOX:507,DAR ES SALAAM,TANZANIA

SIGNED AND DELIVERED BY THE SAID.  
**WAY CLOUDA TANZANIA LIMITED.**

This 27 Day of JUNE 2022

NAME OF REPRESENTATIVE ON BEHALF OF WAY CLOUDA TANZANIA  
P. O.BOX 507, DAR ES SALAAM.

SIGNATURE: 



WITNESS



Signature



15<sup>th</sup> August 2022  
0679 063875  
P.O. BOX 31833  
DAR ES SALAAM