

LEASE AGREEMENT

THIS AGREEMENT is made at Dar es Salaam this day of**2020**.

BETWEEN

CONSOLATHA BAKISHANA on behalf of KIHANGAIKO VILLAGE EXECUTIVE OFFICE of P.O. Box 65, being the dully registered owner the plot NO. 316 situated At Kihangaiko Village, Chalinze District, Pwani Region, (herein after referred as the "**LESSOR**" which expression shall, where the context admits his lawful assigns) of the one part

AND

CHINA GOLD DEVELOPMENT GROUP of P.O. Box 20232, Dar es Salaam Region (herein after referred to as the "**LESSEE**" which expression shall, where the context admits, includes its lawful assigns) of the other part.

WHEREAS, the **LESSOR** is the lawful and beneficial owner of the plot No.316 situated at Kihangaiko Village, Chalinze District. Hereinafter "**THE DEMISED PLOT / LAND**"

AND WHEREAS the **LESSEE** is desirous of leasing the plot from the **LESSOR** who is willing and ready to lease the same to the **LESSEE**

AND WHEREAS both the **LESSOR** and the **LESSEE** have carried out negotiations with regard to the lease and now wish to have their agreed terms and conditions be reduced into formal contract, do declare as follows:

1. The **LESSOR** hereby agrees and leases to the **LESSEE** the **PLOT** for a period of ten (10) years commencing on the year **2020** to **2030**.
2. The **LESSOR** and the **LESSEE** agrees on the term that the Lessee upon the conditions in such time of signing this contract and thereafter at an interval of 10 years till the expiry of the agreed lease time. The reserved terms shall be reviewed by both parties after the expiry of 10 years and priority of leasing being first given to the **LESSEE**.
3. **THE LESSEE HEREBY COVENANT WITH THE LESSOR ADDITIONALLY AS HEREUNDER:**
 - (a) To build teachers houses at Madase and Kihangaiko as the compasation for the use and occupy the demised plot/ Land in the manner aforesaid;

- (b) To use and occupy the demised plot solely and exclusively for development purposes made known to the other party.
- (c) To bear, pay and discharge all charges levied on the land by relevant government authorities from time to time by the **LESSEE** during the entire period of the lease.
- (d) Not to store or bring to the demised land any article of a specially combustible, inflammable or dangerous nature or of any environmental taboos and to comply with all recommendations of authorities as to take precautions to relating to the demised land, is the responsibility of the **LESSEE**.
- (e) Not to suffer on the premise or any part thereof any act or matter of thing whatsoever which may be or may cause annoyance or nuisance to neighbors or occupiers.
- (f) Not to assign or sublet the whole or any part of land without prior written consent of the **LESSOR**;
- (g) Not to do or suffer to be done, anything on the land which may render any increased or extra premium payable for the insurance of demised land against fire or which may make void or voidable any policy or such insurance;
- (h) Not to do or permit anything to be done in or upon the demised land or any part thereof which may become a nuisance, annoyance or disturbance to the occupants of any other property in the neighborhood;

4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- (a) While the lease is in force, not to dispose of any or part of the demised premise without prior consultation with the **LESSEE** ;
- (b) That the **LESSEE** in the manner hereby reserved and obeying and performing the several covenants and stipulations made herein on his part, shall **PEACEBLY HOLD AND ENJOY** the demised land during the said term without any interruptions by the **LESSOR**;

5. THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

- (a) That prior to the renewal or termination of the lease, the demised land shall be subject to a prior joint inspection to determine the expected normal wear and tear/abnormal erosion beyond which would be on the **LESSEE** account. For rectification.
- (b) That this agreement has been entered into on good understanding between the parties and any dispute arising out of it shall be settled amicably by an arbitrator agreeable by both of them. If settlement is not reached, than recourse

shall be to a court of law in Tanzania having jurisdiction on such matter.

IN WITNESS WHEREOF the parties hereto named execute these presents on the day and year and the manner hereinafter appearing.

SIGNED and DELIVERED at DAR ES SALAAM by the said **CONSOLATHA BAKISHANA** who is known known to me personally /identified byThe latter known to me personally
This ..03... day of...January.....2020

LESSOR

BEFORE ME:

COMMISSIONER FOR OATHS

SIGNED and DELIVERED at DAR ES SALAAM by the said **CHINA GOLD DEVELOPMENT GROUP** who is known to me personally/identified bythe latter known to me this ..03... day of ...January..... 2020.

COMPANY STAMP

NAME:.....Hai Jun Li.....

SIGNATURE:.....[Signature].....

POSTAL ADDRESS:.....

QUALIFICATION:.....

IN WITNESS OF:

NAME:.....GODFREY SALVATORY RWEZAIRA.....

SIGNATURE:.....[Signature].....

POSTAL ADDRESS:.....P.O. Box 31252, DAR ES SALAAM.....

COMMISSIONER FOR OATHS