

LEASE AGREEMENT

This LEASE AGREEMENT MADE BY THIS 6th day of **January** 2022

BETWEEN

RANGE CHACHA NYASANYA of P.O .Box 481 Kahama (hereinafter called “the lessor)
of the one party

AND

CARTER INVESTMENT CO. LTD of P.O. Box 606 Kahama (hereinafter called “the
lessee“) of the either party

WHEREAS

A. The lessor is the lawful Owner of GODOWN NO 1 and OFFICES a demised premises situates at **Plot No 50 Block “ Q”-NYASUBI** Kahama Town and the lessor agrees to lease the demised premises to Lessee in accordance with terms as stated hereinafter.

AND WHEREAS

B. The lessee is willing and able to rent the demised premises on the agreed rental amount as stated hereinafter;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS;

1. The lessor shall lease to the Lessee his **GODOWN NO 1** together with its offices ,these buildings located at **Plot no 50 Block “Q” Nyasubi- Kahama** Town (hereinafter to be referred “The demised Premise”).
2. That the lessee shall occupy and hold the demised premises for term **of a year (6) year from 06/01/2022 to 05/01/2026.**
3. The agreed monthly rental amount shall be Tsh 1,300,000/= (One Million and three hundred thousand only) payable in lump sum for the twelve(12) months in total amount of TZS 15,600,000/=(Tanzania Shillings Fifteen Million and six hundred thousands) which shall be deposited in the NMB BANK ACCOUNT NO 33610000329 Holder name **RACHANYA COMPANY (T) LIMITED** be paid to the lessor upon the signing of this Lease agreement.
4. The lessee, upon paying the agreed rental amount and observing the covenants herein contained, shall peacefully hold and enjoy the demised premises during the term of the Lease Agreement without any interruption by the lessor or any person claiming to act on behalf of the lessor.

5. That ,concurrent with the payment of the agreed rent in terms of Clause 4 above , the lessor shall give vacant possession to the lessee.
6. The lessee shall keep the demised premises including fixtures and fittings in good state of repair.
7. That, the lessee shall pay the rent on the date and in the manner herein reserved and stipulated.
8. That, the lessee shall pay all electricity, water, telephone and any utilities charges consumed during the lease.
9. That, the lessee shall be responsible to keep demised premises, including doors, window, fixtures fastening, drain pipe, sanitary, water and electricity apparatus there in good condition throught the period hereby located fair wear and tear exempted
10. That , the lessee not to erect any structure upon the demise premises without the prior written consent for the lessor which consent shall not be unreasonably withheld, except the fence.
11. During the terms of lease, the lesee shall not to do or omit or suffer to be done or omit to be done any matter in contravention of any statute, regulations or municipal rules.
12. The lessor shall insure the demised premises against fire and other risks excluding the contents therein owned by the lessee against loss or damage by fire and in case of damage or destruction by fire to rebuild and reinstate the same as speedily as possible period of which shall be excluded from the tenure under this lease.
13. The lessee shall permit the lessor or its agents or workmen having received from the lessor prior notice in writing within reasonable time during the said term to enter into and upon the demised premises for ascertaining the due performance of the lessee's covenant herein contained.

14. The lessor shall be responsible for land rent and all such rates and tax levied and payable on the registered under the above reference and/or the building erected thereon as are levied and payable from time by concerned authorities for the period the demised premise occupying by the lessee.
15. That any notice, request or communication required or permitted to be given or made under this agreement to any party must be in writing and delivered by hand or postal address of each party notified to the other.
16. That, the waiver by either party of its rights or remedies or of any breaches by either under this agreement shall not be considered as a waiver of the same of different rights, remedies in subsequent instances.
17. At the end of the term the lessee shall return the demised premises to the lessor in a reasonable repairable condition required by this lease.
18. Each of the parties hereto shall be excused from the performance of its obligation by any event of force majeure.
19. Notwithstanding any provision hereof, neither the lessor nor the lessee shall have a right to assign or transfer any validity unless prior thereto;
 - A. The other party has consent in writing to such assignment transfer or succession
 - B. All the amounts outstanding have been fully paid
 - C. The proposed transferee or assignee has agreed in writing to the other to be bound by all the provision hereof
20. In the event that any of the provision of this agreement or the application of any such provision to the parties hereto with respect to their obligation hereunder shall be held by a court or other tribunal of competent jurisdiction to be unforceable, the remaining provision hereof shall remain in full force and effect to the extent they are not inconsistent with the original provision and the intention of the parties expressed herein
21. This lease Agreement shall be governed by the laws of United Republic of Tanzania

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year herein after written.

SIGNED AND DELIVERED BY
RANGE CHACHA NYASANYA

who is known personally/identified to me by

.....
the latter known to me personally

In my presence this⁰⁶.....day of ⁰¹.....2022

Signature



Name;

GOODLUCK HERMAN

Postal Address; P.O.BOX

111

KAHAMA



QUALIFICATION :

ADVOCATE

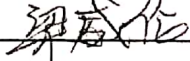
SIGNED AND DELIVERED BY
CARTER INVESTMENT CO. LTD

who is known personally/identified to me by

.....
the latter known to me personally

In my presence this⁰⁶.....day of ⁰¹.....2022

Signature



Name; LIANG WEILUN

Postal Address ; P.O.BOX

QUALIFICATION : DIRECTOR

Signature



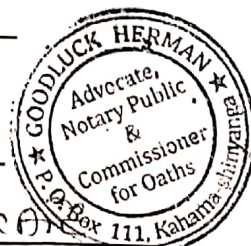
Name;

GOODLUCK HERMAN

Postal Address; P.O.BOX


111

KAHAMA



QUALIFICATION :

ADVOCATE


.....
lessor


.....
Lessee