

AGREEMENT FOR THE LEASE OF LAND

BY AND BETWEEN

WAHID MOHAMMED

AND

VIENTIANE TANZANIA COMPANY LIMITED

**FOR THE RENT OF LAND PLOT 14, BLOCK B, 49099 SQUARE METERS
LOCATED AT MKIU, MKURANGA DISTRICT, COASTAL REGION.**

DRAWN BY: -

**Winstlaw Attorneys
3rd Floor, Jangid Plaza
Ali Hassan Mwinyi Road,
Plot No.G6
P.O. Box 32080
DAR ES SALAAM**

AGREEMENT FOR SALE OF LAND

This Agreement is made at Dar es Salaam this 20TH day of JULY 2023

By and between

WAHID MOHAMMED, a natural person resident of Mkuranga with Postal Office Box hereinafter called **the Lessor**, (and which expression shall where the context so admits include permitted successors and assigns) of the **ONE PART**.

And

VIENTIANE TANZANIA COMPANY LIMITED, a limited liability company incorporated under the laws of Tanzania whose registered address is within the City of Dar es Salaam of Postal Office Box 102112 Dar es Salaam, hereinafter called **the Lessee**, (and which expression shall where the context so admits include permitted successors and assigns) of the **OTHER PART**.

WHEREAS the Lessor is absolutely seized and possessed of or well and sufficiently entitled to the surveyed piece of land with a total size of **12 acres** with **Plot No 14, Block B, 49099 Square meters** located at **Mkiu village** within **Mkuranga District, Coast Region** hereinafter referred to as "the Demised Premises";

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

That in consideration of the rent and covenants hereinafter contained, the Lessor hereby grants and demises unto the Lessee the demised premises for a term of fifteen years commencing on the 15th day of July 2023.

That the parties agree to the following schedule of rental payments for a total of the following terms:

- (i) The 1st Year of the term will be from 15/7/2023 to 14/7/2024, and the monthly rent will be USD 5,000, payable in advance for 12 months.
- (ii) The rent will be annually increased by 10% starting from the second year of this agreement until the termination of this agreement.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (i) To pay the reserved rent on the specified day and in the manner aforementioned. Failure to do so shall result in the Lessee vacating the premises and shall not prejudice the Lessor's right to claim any unpaid rent.
- (ii) To pay the water charges every month during their tenure and provide a copy of the receipt to the Lessor for record keeping.

- (iii) To permit the Lessor (upon prior notice) and/or her agents, at reasonable times of the day, with or without workmen, to enter the demised premises to view and inspect its condition. The Lessor shall notify the Lessee of any defects or necessary repairs.
- (iv) Not to use or permit the demised premises to be used in any way that would constitute an unlawful act.
- (v) To comply with all municipal and health regulations pertaining to the demised premises as promulgated by the Mkuranga City Commission from time to time.
- (vi) To surrender the demised premises at the expiration of the term or any extension thereof in accordance with the covenants and conditions herein contained, in good and tenable condition.
- (vii) Not to make any additional partitions to the premises without the prior written approval of the Lessor.
- (viii) The Lessee shall comply with the country's environmental laws and regulations.
- (ix) To pay all fees for sanitary removal, such as emptying cesspits, as well as all rates and charges for water, electricity, and telephone usage related to the demised premises during the said terms.
- (x) To be responsible for insuring the materials and items stored in the demised premises.
- (xi) Not to engage in any offensive trade on the demised premises.
- (xii) Upon termination of the lease, the Lessee shall remove any walls forming partitions and fixtures installed by them. The partition may remain with the Lessor's agreement.
- (xiii) To keep the premises clean at all times.
- (xiv) The Lessee shall leave the premises in a tenable condition.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- (i) The Lessee, upon paying the rent as reserved herein and complying with the covenants and stipulations contained herein, shall peacefully hold and enjoy the demised premises without any unlawful interruption by the Lessor or any other person.
- (ii) The lessor shall pay the withholding tax, which is 10% of the rent before the addition of Value Added Tax (VAT). The Lessee shall provide the Lessor with the receipt after making the payment, and the amount shall be deducted from the rent.
- (iii) The Lessor shall pay all existing and future municipal site rates, taxes, assessments, impositions, duties charges, and outgoings payable or which may be imposed or charged in respect of the demised premises.
- (iv) In the event that the demised premises or a part thereof is damaged or destroyed by fire, an act of God, force majeure, or any other cause not due to the negligent or willful acts of the Lessor or Lessee, rendering the demised premises uninhabitable, a proportionate part of the prepaid rent for the unexpired term shall not be refunded to the lessee. Instead, the lessor will allow the lessee time to renovate the premises,

and the duration of the renovation shall be included in the remaining term of the contract.


THE LESSOR AND THE LESSEE HEREBY MUTUALLY AGREE AND DECLARE AS FOLLOWS:

- (i) If the Lessee wishes to renew the lease of the demised premises after the expiry of the term herein granted, they shall give notice to the Lessor of their intention not less than two (2) calendar months before the expiry of the term. The Lessor may grant a new lease subject to mutually agreed covenants and conditions. And effect of this agreement shall be referred to the relevant Courts of Law in Tanzania for determination.
- (ii) Either party may terminate the term created herein by giving a written notice of two (2) months (including means of Email, Text, WhatsApp). Such notice can only be given after the expiry of a period of three (3) months from the commencement of this Lease. Any prepaid rent balance shall be refunded to the Lessee upon the Lessor securing a new tenant.
- (iii) Any notice served under this Agreement shall be in writing and properly served either in person or by sending it via registered email in the case of the Lessor, using the aforementioned address, and in the case of the Lessee, by delivering it to the demised premises.
- (iv) Notwithstanding anything to the contrary herein, the provisions of this agreement may be modified by an exchange of letters, it shall be read and construed as modified accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month, and year indicated below:

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day(s), month(s) and year hereinafter appearing:

Signed and delivered by the said
WAHID MOHAMMED
and delivered before us,
this 20TH day of JULY 2023

} 
.....
LESSOR

BEFORE ME:

Name:.....SAID ISMAIL HANYA.....

Signature:..........

Designation: Advocate/Commissioner for Joint



**STAMPED with the COMMON STAMP of
VIENTIANE TANZANIA COMPANY LIMITED.
in the presence of us:
this ...20TH .. day of ...JULY.... 2023
atDAR ES SALAAM.....**



Name.....**SHENZAI HUANG**.....

Designation.....**DIRECTOR**.....

Signature..... 

Date.....**20TH JULY 2023**.....

Name.....**WEIQIANG HUANG**.....

Designation.....**DIRECTOR**.....

Signature..... 

Date.....**20TH JULY 2023**.....

BEFORE ME:

Name:.....**SAID ISMAIL HANYA**.....

Signature:..... 

Designation: **Advocate/Commissioner for Qa**hs

