

**LEASE AGREEMENT**

**BETWEEN**

**VUNJO AFRO COMPANY LIMITED**

**AND**

**TEMBO MABATI TANZANIA LIMITED**

## LEASE AGREEMENT

THIS AGREEMENT is made this 01 day of JUNE 2023

### BETWEEN

**VUNJO AFRO COMPANY LIMITED** of Mikocheni Service Trade with Title No.45023 of square meter 5421, Dar es Salaam, Tanzania (Hereinafter referred to as **"the LESSOR"**) of the one part.

### AND

**TEMBO MABATI TANZANIA LIMITED** a Limited company incorporated under the laws of Tanzania of Postal Office Box No. 96232 Dar es Salaam Tanzania (Hereinafter referred to as **"the LESSEE"**) of the other part;

### WHEREAS:

- (a) The lessor is the lawful owner of the property with Title No. 45023, located at Mikocheni Service Trade area, Kinondoni Municipality, Dar es Salaam, Tanzania (Hereinafter referred to as **"the LESSOR"**), (Hereinafter referred to as the **"PROPERTY"**).
- (b) That, the rent for leasing shall be **300,000** per month, which shall be paid for six (6) months in lumpsum during the signing of the lease agreement.
- (c) That, after the expiry of the lease agreement, rental amount may be reviewed and varied upon agreement by the parties to the lease agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

#### **1.0 Lease**

**IN CONSIDERATION** of the rent and the Lessee's covenants hereinafter reserved and contained, the LESSOR HEREBY LEASES to the property for a Term of twelve (12) months with effect from 1<sup>st</sup> day of June 2023 to 30<sup>th</sup> day of May 2024 subject to renewal and the said amount shall not include any type of tax (stamp duty, withholding tax etc.)

#### **2.0 Renewal or Termination of the Term**

- 2.1 The lessee shall give the Lessor a written Notice of Thirty (30) Days before the expiration of the term created and if there shall then be no breach or non-observance of any of the covenants on the part of the lessee, then the term of lease herein created may be renewed for a further similar term or more upon new terms, conditions and rentals to be fixed by Lessor.
- 2.2 Either party be at liberty to terminate this agreement before its expiration on by giving the other party thirty (30) days' notice. Provided that the termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein.
- 2.3 Within a period of notice which is Thirty (30) Days' notice each party shall observe the terms of the contract.
- 2.4 Any notice under this Lease Agreement shall be in writing. Any Notice to the Lessee or the lessor shall be sufficiently served if left addressed to him/ her on the leased premises or sent to him by registered post and any notice to the lessor shall be sufficiently served if sent to him by registered post at his aforesaid address.

### **3.0 Lessor's Warranties and Representations**

- 3.1 The Lessor warrants and represents to the Lessee that he is the legal and rightful owner of the property and other equipment stipulated on the clause (a) herein demised and that he is legally capable and dully authorised to enter into this Lease and perform all the obligations set out herein. The Lessor further warrants and assures the Lessee that the Lessee shall enjoy peaceful possession of the property without any interference from the Lessor or any person claiming from, under, or, in trust for him and that they shall keep the Lessee free and harmless from and demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.
- 3.2 The Lessor shall be at liberty to visit the demised property at any time of the day and upon giving the Lessee sufficient notice of such visit.
- 3.3 The Lessee shall have exclusive rights to occupy the demised premise used for storage purpose only.
- 3.4 The Lessee shall not make any additions to the structure of the demised premises without consulting the Lessor and in such additions and/ or modifications all that costs which shall be incurred shall not be deducted from the Lessor's rental fees upon mutual agreement between the parties.

#### 4.0 Lessee's Rights and Obligations

The Lessee **HEREBY COVENANTS** with the Lessor as follows:-

- 4.1 To pay the agreed rent at the time and the manner herein provided;
- 4.2 To occupy the demised premise for office purpose only;
- 4.3 The Lessee is not allowed to bring unnatural things in the rented property;
- 4.4 To pay for all charges in respect of security, electricity, air conditions, sewage discharges and other maintenance of the demised premises;
- 4.5 To keep the rented property in a good condition throughout the Lease term and if the Lessee defaults, the liability will lie on him;
- 4.6 Not to use the office or a part thereof for any illegal or immoral purpose;
- 4.7 Not to sub-lease the said property without the consent of the Lessor;
- 4.8 The Lessee must seek the consent of the Lessor before doing any sort of major renovation;
- 4.9 The Lessee, if he deems fit, he may conduct major renovations prior the written Lessor's consent of which he will cover all the costs without claiming any return.

#### 5.0 Force Majure/ Act of God

- 5.1 Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence/ happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event")
- 5.2 For the purpose of this clause, a force majeure event shall without limitation of the generality of the foregoing, be deemed to include accidents, fires, explosions, war, invasion of foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lighting, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the party affected.

5.3 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date on which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date on which such impediment ceases to exist and effects of that impediment are no longer affecting the affected party.

## 6.0 Governing Law & Dispute Resolution

6.1 This Lease Agreement shall be governed and construed in accordance with laws of the United Republic of Tanzania.

6.2 Courts in Tanzania shall have jurisdiction to determine any dispute of difference whatsoever which shall at any time hereafter whether during the continuance of the Lease or upon or after its discharge or determination arise between the parties hereto touching or connecting this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the Lease.

## 7.0 Execution of Copies

This Lease Agreement shall be executed in duplicate; one shall be retained by the Lessee, the second by the Lessor.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

SIGNED and DELIVERED at Dar es Salaam

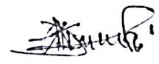
by the said

**VUNJO AFRO COMPANY LIMITED**

who has been identified to me by.....


The latter being personally known to me

this 25<sup>th</sup> day of June 2023

}   
.....  
**LESSOR**

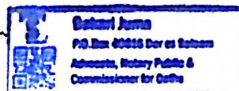
BEFORE ME:-

NAME: BANARI SUMA

SIGNATURE: 

ADDRESS: P.O. BOX 40616 DAR ES SALAAM

QUALIFICATION: ADVOCATE



SEALED with the COMMON SEAL  
of the said TEMBO MABATI TANANIA LIMITED  
COMPANY LIMITED  
and DELIVERED at Dar es Salaam  
in our presence  
this 01 day of June 2023

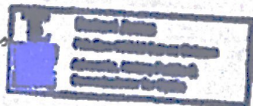


NAME: YANG ZHAO  
SIGNATURE: [Signature]  
ADDRESS: 150300 NANGALU DAR ES SALAAM  
DESIGNATION: DIRECTOR

NAME: SAIDI NDIKUMANA  
SIGNATURE: [Signature]  
ADDRESS: 14112 DAR ES SALAAM  
DESIGNATION: DIRECTOR

BEFORE ME:-

NAME: BAHARI ZUMU  
SIGNATURE: [Signature]  
ADDRESS: P.O. Box 46612 Dar es Salaam  
QUALIFICATION: ADVOCATE



Stamp Duty  
Stamp: 36,000/-  
Receipt: 9984111686186  
Date: 13/06/2023  
Region: Manyara

WHT - 360,000/-  
SD - 36,000/-  
06/06/2023  
[Signature]