

THE UNITED REPUBLIC OF TANZANIA

**THE LAND ACT
(NO. 4 OF 1999)**

AND

THE LAND REGISTRATION ACT CAP 334 R.E 2019.

LEASE AGREEMENT

ON

**PLOT NUMBER 138 BLOCK 'B' ILEMELA DISTRICT
MWANZA CT. NO. 17075 LR MWANZA**

JUSTADES ANGELO KWEYUNGA

AND

DEFENG COMPANY LTD

Drawn by:

**IPC Legal Advocates,
6TH Floor, Rear Wing,
PSSSF Mwanza Plaza,
P.O.Box 1629,
Kenyatta Road Mwanza City.
Email: info@ipclegal.co.tz/stehner@yahoo.com
Web: www.ipclegal.co.tz**

THIS LEASE AGREEMENT is made this 2nd day of MAY 2023

BETWEEN

JUSTADES ANGELO KWEYUNGA of P. O. Box 1629 Mwanza (hereinafter called "**the LESSOR**") which expression shall where the context so admits, include its successors in title of the one part;

AND

DEFENG COMPANY LTD, a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 of 2002 whose address for purposes hereof is P. O. Box 10160 **Mwanza** (hereinafter called "**the LESSEE**") which expression shall where the context so admits, include its successors in title of the one part;

WHEREAS The Lessor is the registered beneficial owner of **Plot number 138 Block 'B' Ilemela Mwanza City with Certificate of Title number 17075 LR MWANZA**

WHEREAS the Lessee has requested the Lessor to lease the Lessor's Plot for business development purposes (hereinafter referred to as the '**demised Premise**')

AND WHEREAS the Lessor is willing and ready to lease the Demised premise to the Lessee on the following terms and conditions;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **CONSENSUS CLAUSE**

1.0 In consideration of the rent and the performance of Lessee's covenants hereinafter reserved and contained the Lessor **DOES HEREBY DEMISE** unto the Lessee the demised premise on Plot number 138 Block 'B' Ilemela Mwanza City CT.NO. 17075 LR Mwanza

subject to terms and conditions set out in this agreement

2. LEASE TENURE

The lease created herein shall be for a period of five years commencing from the 10th May 2023 to 10th May 2028 with rent payable in every three months SUBJECT however to renewal on its expiry and the lessee shall give notice of intention to renew this agreement to the Lessor in a period of not less than one month before expiry of this agreement.

3. RENT, TAX AND OTHER CHARGES

- 3.1 The monthly rent shall be **Tanzanian Shillings Five Hundred Thousand Only** (Tshs.500,000/=) and will be paid in every three months by Tanzania Shillings One Million Five Hundred Thousand Only (Tsh. 1,500,000/=) payable in advance 3 days from the date of executing this agreement failure of which the Lessor shall be at liberty to terminate this agreement without notice.
- 3.2 That the Lessee shall, on the date of signing this agreement withhold 10% of the rental fee as withholding Tax and remit the same to Tanzania Revenue Authority
- 3.3 The Lessee shall be obliged to pay 1% stamp duty to Tanzania Revenue Authority from his own account.
- 3.4 The cost of registering this lease with registrar of titles shall be the obligation of the lessee. However the Lessor is duty bound , on the date of receiving payments from the lessee, to deliver the original title deed to the lessee's advocate in order to effect the registration specified in this clause

4 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-

- 4.1 To pay during the term of the lease the said rent herein before reserved punctually on the days and in the manner aforesaid without any deductions whatsoever except as AGREED in this agreement.
- 4.2 To erect buildings on the demised premise suitable for the lessee's hospital business. The buildings erected shall be the property of the lessor;
- 4.3 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48hours notice addressed to the Lessee (or immediately in case of a need) to enter for purpose of carrying out any inspection on the premise as the Lessor may consider to be desirable or necessary.
- 4.4 To make any alteration in the plot and/ or undertake any developments suitable for the Lessee's business PROVIDED that the costs of such developments shall be borne by the lessee subject to land use conditions. In the event the land use is to be changed in order to suit the lessee's needs, such changes shall be made by the lessor at equal cost sharing between the lessee and the lessor.
- 4.5 Any major constructions/developments that require building permits shall be made upon obtaining the required building permits by the lessor at the lessee's costs
- 4.6 The developments made on the Plot shall remain as the properties of the lessor on expiry of this lease agreement or any renewed lease upon expiry of the initial 5 years tenure.

- 4.7 To make development in plot partly for hospital activities, other human health activities and other activities as prescribed in the lessee's Memorandum of Association.
- 4.8 Not to permit or suffer to be done upon the said plot anything which is in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the said Plot.
- 4.9 To maintain the standards of the development in the said Plot in line with the lessee's hospital activities.
- 4.10 Not to develop anything that will be for any illegal or immoral purposes

5 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- 5.1 To keep all the buildings developed on the Plot insured against loss or damage by fire or such risks as the lessor may deem desirable or expedient in the full insurable value.
- 5.2 To pay and discharge all rates, taxes and rent assessments falling due on or charged upon the said Plot;
- 5.3 That the Lessee paying and reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained herein shall peacefully hold and enjoy the said Plot throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The Lessor represents that he is the rightful registered owner of the property with full power and authority to demise to the Lessee the said Plot in the manner herein provided;
- 6.2 That each party agrees to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this agreement
- 6.3 Each party represents and warrants to the other that:-
 - 6.3.1 It has full power and authority to execute delivery and perform its obligations under this agreement and no limitation on its powers will be exceeded as a result of its entering into this agreement;
 - 6.3.2 This agreement is a legal, valid and binding obligation, and is enforceable against each party in accordance with its terms and conditions;
 - 6.3.3 This agreement may only be varied by written instrument signed by each party.

7 TERMINATION

- 7.1 Neither party may terminate this agreement in the first Five years of the lease tenure EXCEPT by fundamental breach PROVIDED that the aggrieved party gives the other party thirty days notice of termination.

8. COMMUNICATION AND NOTICES

Any notice, request or other communication required or permitted to be given or made under this agreement to any party must be in writing. Such notice, request or other communication may be delivered by hand to an authorized representative of the parties or shall be sent by email, postal address or any other means communicable to each party mentioned herein.

9. FORCE MAJEURE

In this clause, Force Majeure means an Act of God, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, sabotage, lightening, fire, earthquake, storm, flood, plague and explosion, government agency restraint, expropriation, intervention, or any cause whatsoever beyond the reasonable control of the person affected.

If any party to this Agreement is unable, wholly or in part, by reason of force majeure to carry out any obligation required of it under this contract, that obligation is suspended so far as it is affected during the continuance of force majeure.

As soon as possible after being affected by force majeure, the party so affected must furnish to the other party full particulars of the force majeure and the manner in which its performance is prevented or delayed. The party whose obligations under this agreement have been suspended must promptly and diligently pursue appropriate action to enable it to perform such obligations.

10. WAIVER

The waiver by either party of its rights or remedies or of any breaches by either party under this agreement shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

11. SEVERABILITY

In event that any of the provision of this Agreement or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed herein.

12. SUCCESSION AND ASSIGNS

12.1 Except as otherwise provided herein, the rights and obligations created hereunder shall incur to the benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;

12.2 Notwithstanding any provision hereof, the Lessee shall have no right to assign or transfer any of his rights herein, and no such assignment or transfer shall have any validity unless prior thereto;-

12.2.1 the other party consents in writing to such assignment, transfer or succession;

12.2.2 all amounts outstanding have been fully paid;

12.2.3 the proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.

13. DISPUTES RESOLUTION

13.1 The parties herein will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement;

13.2 If the parties have been unable to reach to an amicable resolution, any party may seek redress before a competent court of law within the United Republic of Tanzania.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Tanzania.

15. COSTS

Both Parties shall bear their own costs and expenses including legal fees and other expenses excluding Payment of stamp duty which shall be paid by the Lessee.

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing:

SIGNED and DELIVERED at Mwanza by the Said **JUSTADES ANGELO KWEYUNGA** who is Known to me personally/identified to me by

.....

the latter being known to me personally this^{28th}..... day of^{MAY}..... 2023



LESSOR

BEFORE ME.

Signature :
Name : MUNICA KIBADI
Address : 6485 Mwanza
Designation: ADVOCATE



SEALED with the **COMMON SEAL** of
DEFENG CO. LTD and **DELIVERED** at **MWANZA**
in our presence this *10* day of *May*
2023



SEAL OF THE LESSEE

Witnessed by.

Signature : *[Signature]*
Name : *WANG SHEN HONG*
Address : *P.O. Box 10160 Mwanza*
Designation : **DIRECTOR**

Signature : *[Signature]*
Name : *Gesetaher Green*
Address : *Box 1629 Mwanza*
Designation : **DIRECTOR**