

LAND LEASE AGREEMENT

This **LAND LEASE AGREEMENT** is made this 2 day of 1, 2023

BETWEEN

GODLIZEN MATHAYO MWANGA of P. o. box _____ Arusha (hereinafter called the "**Lessor**" which expression shall where the context so admits, include her successors and assign in title) of the one part.

AND

PLATINUM GRAPHITE INTERNATIONAL COMPANY LIMITED of P. o. Box 8004 Arusha (hereinafter called the "**Lessee**" which expression shall where the context so admits, include his successors and assign in title) of the other part.

PREAMBLE

- A. **WHEREAS**, THE Lessor owns the land located at **MERERANI WARD SIMANJIRO DISTRICT MANAYARA REGION**.
- B. **WHEREAS**, THE Lessor is desirous of entering into a Land Lease Agreement (hereinafter referred to as '**The Lease**') with the Lessee of house (hereinafter referred to '**the demised Land**'); in the said area on the terms and conditions here-in-after appearing;
- C. **WHEREAS**, the Lessee is desirous of renting the demised property from the Lessor;
- D. **AND WHEREAS**, for the purposes herein mentioned the Lessee is willing to lease the demised Land free from any liabilities from the Lessor and Lessor is willing to lease the demised Land to the Lessee and have it back at the end of the term of this Lease likewise free from any liabilities of the Lessee and in each case in accordance with the terms and conditions stipulated in this Agreement;

NOW THIS AGREEMENT WITNESSETH as follows: -

1. THE LEASE

Subject to the terms of the Agreement the Lessor hereby leases the demised property to the Lessee and the Lessee hereby takes the demised property on lease from the Lessor for use of agriculture and commercial purpose.

2. THE TERM OF THE LEASE

2.1 The terms of the lease in this Agreement is **Five (5) years** commencing from the effective date which is from the date of possession that is 2 day of 3 **2023**

2.2 Intention to renew, terminate or extend the lease shall be terminated by either party giving six (6) months' notice in writing before expiry of the ongoing lease and such notice shall be binding.

3. THE RENT

3.1 The rent payable shall be **Tsh 1,000,000/=** per Month.

3.2 That the agreed year rent shall be paid Six (6) Month in advance to the Lessor by cash on the date of signing this agreement.

3.3 That the paid rent shall not be refundable unless there is a prior agreement between the Lessor and the Lessee.

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

4.1 To use and occupy the demised land solely and exclusively for lawful for agriculture and commercial purpose.

4.2 To permit the Lessor or his agents with all necessary workmen appointed by the Lessor, at all material time of the day upon Notice to the Lessee for purposes of carrying thereon and effecting any repairs to the demised property and land generally which the Lessor may consider to be desirable or necessary.

- 4.3 Not to assign or sublet the whole or any part of the demised property without prior written consent of the Lessor.
- 4.4 To yield up the demised property at the expiration or sooner after determination of the said term in accordance with the several covenants hereinbefore contained.

5. PAYMENTS AND TAXES

- 5.1 That Lessor shall pay all taxes, Land rent and such other charges connected with the use of the demised property and/or any part relating thereto as shall be imposed by the Central and Local Governments from time to time with the exception of taxes and outgoings directly connected with the Lessor.
- 5.2 The Lessor shall, in particular, be liable to pay Land Rent Tax as the Government from time to time shall impose.

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

- 6.1 To pay all land rents and rates which are charged or chargeable in respect of the demised property.
- 6.2 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations made herein on his part contained, shall **PEACEABLE HOLD AND ENJOY** the demised property during the said term without any interruption by the Lessor;
- 6.3 That the Lessee will keep the land in good shape during his tenure;
- 6.4 To ensure that the demised Land is fit for agriculture and commercial purpose at the commencement of the tenancy and that the same shall remain for agriculture and commercial purposes during the lease term;
- 6.5 If at any time the demised property or any part of them are destroyed or damaged by fire, flood, or explosion or other accident not attributable to the negligence of the Lessee, his invitees or employees, or by civil commotion, or lightning, storm, earthquake, volcanic activity or other natural disaster so as to make the demised property or any part of it wholly or partially unfit for occupation or use, the rent payable by the

Lessee shall be suspended and the Lessee shall cease to pay such portion of the rent as is proportionate to the nature and extent of damage sustained until such time that the destroyed portion shall be rendered fit for agriculture and use;

7. PRESENTATIONS AND WARRANTIES.

7.1 The Lessor hereby represents warrants and undertakes to the Lessee that the Lessor: -

7.1.1 He is the legitimate and exclusive registered owner of the land pertinent to the demised property. And that the said land is not encumbered in any manner whatsoever.

7.1.2 He has the sole right to occupy and use the demised Land and has the right to grant to the Lessee all rights and privileged granted to the Lessee pursuant to this Agreement.

7.1.3 The Lessor has full power and authority to execute this Agreement and to perform, his obligations herein stipulated.

7.1.4 To bear, pay and discharge all charges for water sewage charges, if any located on the property during the entire period of the Lessee's occupation of the land.

7.2 The Lessee hereby represents warrants and undertakes to the Lessor: -

7.2.1 To pay the said reserved rent and the further and additional payment hereinafter mentioned at the times and in the manner aforesaid clear of all deductions whatsoever.

7.3 As far as the Lessor is aware, there are not pending or threatened actions by any government or other authority, which would adversely affect the Lessor's right in the demised property or, any of the rights of the Lessee in the Agreement.

8 THE LESSOR AND LESEE HEREBY AGREE AS FOLLOWS: -

8.1 That prior to the renewal or termination of the lease, the demised property shall be subject to a joint inspection to determine the expected normal wear and tear beyond which would be on the Lessee's account.

8.2 That the Lessee shall not do anything that will, in anyway jeopardize the Lessor's right and title over the land pertinent to the demised property.

9. TERMINATION

In the event that the Lessee concludes that due to circumstances beyond his control, he can no longer require the land for his use, he, shall issue a Six(6) months' Notice to the Lessor to the effect that he desires to terminate this lease and shall, at the expiration of the Notice, handover to the Lessor control and possession of the demised property under the same conditions as if the term of the Lese had come to an end and the Lessor shall not be under any obligation to refund the Lessee any rent already paid but not earned by the Lessor.

10. NOTICE AND SEVERABILITY

Any notice, declaration or other communication required or authorized to be given by one party under the Agreement to the other party shall be in writing and shall either be personally deliver or dispatched by registered mail courier, or by dispatch and properly signed for by or on behalf of the addressee and shall be addressed to the other party at the address stated on the recital. Any notice shall operate and be deemed to have been served, if personally delivered, the next following business day, and if by courier and properly signed for, on the this following business day. If any provision of the Agreement is held to be unenforceable under any applicable law, then such provision shall be excluded from Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and all other provisions of the Agreement shall continue to be enforceable in accordance with the governing laws.

11. GOVERNING LAW.

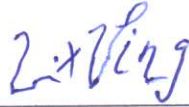
The laws of the United Republic of Tanzania shall govern this Agreement.

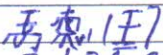
IN WITNESS HEREOF, the Parties hereto have executed this **LAND LEASE AGREEMENT** on the date and year first herein above written in the following manner:

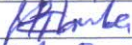
SIGNED and DELIVERED by the said **GODLISTEN MATHAYO MWANGA** this 2 day of 3, 2023.

} 
LESSOR

SIGNED and SEALED by the said **PLATINUM GRAPHITE INTERNATIONAL COMPANY LIMITED** this 2 day of 3, 2023

} 
LESSEE

NAME; GAO DE GUO
SIGNATURE: 
DATE; 2/3/2023
DISGNATION; DIRECTOR

BERORE ME
NAME; PASCAL A. TEMBA
SIGNATURE: 
DATE; 2/3/2023
DISGNATION; ADVOCATE

