

**LONG TERM LEASE AGREEMENT**

**BETWEEN**

**SINORAY INVESTMENT COMPANY LIMITED  
(LESSOR)**

**AND**

**G S GROUP LIMITED  
(LESSEE)**

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**RELATING TO THE LEASE OF THE LAND SITUATED ON PLOT NO. 4 BLOCK 'D'  
AT MIEMBE SABA KIBAHA MUNICIPALITY COAST REGION- TANZANIA WITH C.T  
NO.174892**

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LONG TERM LEASE AGREEMENT

THIS LEASE is made this ..... 2<sup>nd</sup> ..... day of ..... October ..... 2018

**BETWEEN**

**SINORAY INVESTMENT COMPANY LIMITED** a limited liability company of P. O. Box , 105033 Dar Es Salaam, Tanzania (hereinafter called "the **Lessor**" which expression shall, where the context so admits, include her assigns and successors in title) of the one part.

**AND**

**G S GROUP Limited**, a limited liability company of Plot No.374/80, Nyamwezi/Msimbazi Street, P. O. Box 105033, Dar Es Salaam Tanzania (hereinafter called "the **Lessee**" which expression shall, where the context so admits, include its assigns and successors in title) of the other part.

**WHEREAS** the Lessor is the registered owner of the unsurveyed piece of land situated, Miembesaba Area, Kibaha Municipality and which is in the process of being surveyed for purposes of acquiring a Certificate of Title.

**WHEREAS**, the Lessor is desirous of leasing to the Lessee and the Lessee has agreed to lease from the Lessor the aforementioned lands (hereinafter collectively referred to as "**the Property**").

**AND WHEREAS** the lessee shall lease, develop and occupy the buildings to be developed on the aforementioned piece of land in accordance with the drawings and plans to be approved by the relevant authorities;

**AND WHEREAS** the Lessee is desirous of leasing the said property for the tenure of Five years from the date of signing this agreement as well as the handover of the

property to the Lessee by the Lessor (herein after referred to as “the Lease Term”); on the terms and conditions herein below;

**NOW THEREFORE, BOTH PARTIES AGREE AS HEREIN UNDER;**

### **1. GRANT OF THE LEASE**

The LESSOR herein accepts to lease the unsurveyed piece of land situated, Miembesaba Area, Kibaha Municipality and further particulars of the same shall be as per the sketch map to be attached herewith as well as the Certificate of Title for the land to be processed and registered in the names of the lessor.

### **2. TOTAL RENT PAYABLE FOR THE LEASE OF THE PROPERTY**

2.1 In consideration of the Lessor leasing to the lessee the property for purposes of developing and occupying the same for a period of 30 years, the Lessee hereby irrevocably agrees and the Lessor irrevocably accepts to be paid rent at a monthly rate of TZS. 500,000/=.

2.2 The Lessee shall pay to the Lessor the rent for the entire year in each continuous year of the tenancy.

### **2. TERM OF THE LEASE**

The term of this Agreement is for a period of **Five (5) years** from the date of signing this agreement as well as the handover of the property to the Lessee by the Lessor.

### **4. HAND OVER OF THE PROPERTY**

4.1. The Lessor irrevocably covenants to the Lessee that upon the payment of ANNUAL rent as stated under clause 2.2 herein, the lessor shall handover the property to the lessee for purposes of development in line with the terms stated in this Lease Agreement.

4.2. That after the expiry of the lease term as stated herein, the Lessee shall

hand over the property including all the developments thereon back to the lessor or his duly appointed representative or successor in title.

## **5. EXCLUSIVE RIGHT TO OCCUPY AND DEVELOP THE PROPERTY**

- 5.1. That upon the execution of this agreement and the fulfillment of the conditions as stipulated in clause 2 herein the Lessor irrevocably undertakes to grant unrestricted access and use of the property to the Lessee for the entire lease term.
- 5.2. That before handing of the property, the Lessor shall with its own expense undertake to construct a boundary wall around the leased property in accordance with the approved drawings and permits.
- 5.3. That for avoidance of doubt, the Lessee shall have the powers to construct, and develop buildings which shall include but not limited to a Godown, Showroom and Staff Houses on the property and such construction shall be on the Lessee's own costs. the Lessee shall however ensure before any construction is undertaken to apply for all the relevant licenses.
- 5.4. The Lessee shall have the right to occupy, lease or sublease the developed buildings and to collect all the rent and any service charges that shall be paid by the tenants who will be occupying the said buildings/houses.

## **6. PAYMENT OF TAXES**

- 6.1. It is further agreed by both parties that all taxes that shall be associated with this lease, subsequent subleases between the lessee and other tenants as well as any other taxes to be assessed with respect to the

occupation, use and development of the property shall be solely paid for by the Lessee.

## **7. TERMINATION OF THE AGREEMENT**

- 7.1. This agreement shall not be terminated by any of the parties except for a fundamental breach of any of the conditions stipulated herein.
- 7.2. It is further agreed by both parties that in the event the Lessor for any reason terminates this agreement (except for failure to pay the total rent as stipulated above or a breach of a condition as stipulated under this Lease Agreement, the Lessor herein irrevocably undertakes to refund the total rent amount that would have been paid by the Lessee including the expenses, costs and fees that the Lessee would have paid or incurred in connection with the preparation of this lease Agreement.
- 7.3. It is further agreed by both parties that in addition to the refund stipulated in clause 7.2 above, the Lessor hereby undertakes to compensate the Lessee the value of the buildings that would have been developed on the land at the time of terminating the agreement.
- 7.4. That in the event the Lessee terminates the agreement for any other reason except for those stipulated herein, the lessee shall within a period of three (3) months reimburse the Lessor the total value of the demolished house as well as hand over the property to the lessor within a period of not more than three (3) months from the date of termination of the agreement.

## **8. NOTICES**

- 8.1. Whenever under this Agreement provision is made for notice of any kind, such notice shall be in writing and sent to the registered address of such party.

## **9. REGISTRATION OF THE LEASE**

9.1. Both parties herein agree that the Lessee shall immediately after the signing of this agreement and the payment of the rent for the first year of lease, ensure that this lease agreement is duly submitted to the Registrar of Titles for registration in accordance with the Land Registration Act.

## **10. VARIATION**

No variation of any terms and conditions of this Lease Agreement and no agreement inconsistent therewith shall be of any force or effect unless the same is recorded in writing and signed by the parties to this Memorandum of Understanding

## **11. DISPUTE RESOLUTION**

11.1. All disputes and questions whatsoever, which shall arise between the parties hereto touching this lease or the construction or application thereof or any clause or thing therein contained or to the rights or liabilities of any party under this lease shall be first be settled mutually by both parties and in the event the same is not settled within a period of 30 days, then either party shall have the right to refer the same to a Court with the competent jurisdiction within the United Republic of Tanzania.

## **12. GENERAL**

### **12.1. Binding Effect of Agreement;**

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

**12.2. Unenforceability**

Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision/clause of this Agreement.

**13. GOVERNING LAW**

The laws of the United Republic of Tanzania shall govern the validity, performance and enforcement of this Agreement.

**IN WITNESS WHEREOF** the parties have hereunder put their hands and signed the date and year first above stated.

**SEALED** with the **COMMON SEAL** of the said  
**SINORAY INVESTMENT COMPANY LIMITED**  
and **DELIVERED** at Dar es Salaam  
in the presence of us this 2<sup>nd</sup> day of October 2018

.....  
**LESSOR**

Full Name ..... Guo Donglin .....  
Signature ..... 郭东林 .....  
Postal Address ..... P.O.Box 105033 DSM .....  
Position ..... Director .....


Full Name ..... CHEN YONGQING .....  
Signature ..... 陈勇清 .....  
Postal Address ..... P.O.Box 105033 DSM .....  
Designation: Director


SEALED with the COMMON SEAL of the said  
G S GROUP LIMITED  
and DELIVERED at Dar es Salaam  
in the presence of us this 2<sup>nd</sup> day of October... 2018



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LESSEE

Full Name ..... SHI YOUQING .....  
Signature .....  .....  
Postal Address ..... P.O. BOX .....  
Position ..... Director .....

Full Name ..... SHI WEN BIN .....  
Signature .....  .....  
Postal Address ..... P.O. BOX .....  
Designation: Director.