

LAND ACT, 1999 (ACT NO. 4 OF 1999)
THE LAND REGISTRATION ACT, CAP 334

LEASE AGREEMENT

BETWEEN

CAPITAL APARTMENTS

AND

ZHONG JIN MINING COMPANY LIMITED

**IN RESPECT OF LESSOR'S PREMISES , WITHIN THE KINONDONI
MUNICIPALITY AT MASAKI, IN DAR ES SALAAM-TANZANIA**


Certified as True Copy of the Original
Angela George Mbonde
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 11/10/2023

Certified as a True Copy of the Original
10. 11/10/2023

LEASE AGREEMENT FOR BUSINESS PREMISES

THIS LEASE AGREEMENT is made this 18th day of August 2023.

BETWEEN

THIS LEASE AGREEMENT is made this 18th day of August, 2023 between **CAPITAL APARTMENTS**, Mali street, plot Number 964, Kinondoni Municipal , Msasani Peninsular road Dar es Salaam (hereinafter to be referred to as the "lessor" which expression shall include his assigns and successors in title during the tendency of the lease) of the one part:

AND

1. **ZHONG JIN MINING COMPANY LIMITED** of Post Office Box Number 40774, Dar – es Salaam (hereinafter to be referred as the "LESSEE" which expression, shall where the context so admits, include and extend to their assignees and successors) of the second part.

PREAMBLE

A. WHEREAS:

The LESSOR is a registered owner, of the premises located at Kinondoni Municipal, at Masaki in Dar es Salaam.

B. AND WHEREAS :

The LESSOR is desirous of leasing to the LESSEE and the LESSEE is willing to lease from the LESSOR the premises for a period of one (1) year , for the installments of four months commencing from the date of signing of the Lease Agreement without interruption whatsoever, subject to the terms and conditions hereinafter stipulated.

C. AND WHEREAS :

The LESSEES desires to lease the said premises for the said term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:-

3.0. THE LESSEE'S COVENANTS:-

- 3.1. The LESSEE hereby covenant with the LESSOR as follow:-

- 3.1.1. The monthly rent for the said period shall be Tanzanian shillings two Million per months (Tshs 2,000,000/-) where by for each three months installment shall be six hundred thousand (Tshs 500,000/-)
- Tanzanian Shillings two Million only (Tshs 2,000,000/-) per month payable in advance for every four months during the term of this agreement, direct to the bank account of the LESSOR unless otherwise instructed.
- 3.1.2. To pay during the term of Lease the said rent hereinabove reserved punctually, on the days and the manner aforesaid whether formerly demanded or not, without any deductions whatsoever.
- 3.1.4. To pay, bear and discharge all charges for water, electricity, sewerage, telephone, security services charges and all other charges payable by the LESSEES in respect of the demised premises in full throughout the lease period.
- 3.1.5. If at end of the four (4) months lease herein created, any utility bills or other charges in respect of the demised premises remain outstanding or unpaid, the LESSEE shall promptly discharge them upon presentation.
- 3.1.7. To maintain the demised premises in a clean and sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributable to the demised premises.
- 3.1.11 not to cease carrying on business in the demised premises or leave the demised premises continuously unoccupied for more than one month without notifying the LESSOR or providing caretaking or security arrangements.

4.0. THE LESSOR COVENANTS:-

4.1. The LESSOR hereby covenants with the LESSEE as follows:-

- 4.1.1 The LESSOR shall acknowledge that the LESSEE shall have the right to use the demised premises during the existence of the lease agreement;
- 4.1.2. Subject to prior arrangement with the LESSEE and at all reasonable times, to enter the demised premises for purposes of inspecting their condition.
- 4.1.4. Not to do or allow to be done anything whatsoever that will cause a disturbance or annoyance to the LESSEE in respect of their occupational rights over the demised premises.
- 4.1.5. To promptly pay the assessed land rent, property tax and all other statutory payments imposed upon the demised premises and payable by the owner (s) thereof.

5.0. THE COMMON COVENANTS:-

5.1. The LESSOR and the LESSEE hereby mutually agree and covenants as follows:-

- 5.1.1 This lease Agreement shall be enforceable throughout the lease period, notwithstanding the existence of any claim or cause of action, one party may have against the other.**

- 5.1.2 That in the event the LESSOR shall seek to terminate this lease agreement prior to expiration of the term; the LESSOR shall give the LESSEE a three (3) months written notice. .**

- 5.1.3 The parties here to undertake to act in good faith and fairly with respect to each other's rights and obligations under this Lease Agreement and to adopt all reasonable measures to ensure the realization of the objective of this Lease Agreement.**

- 5.1.4 The provisions of this Lease Agreement may be amended from time to time by the parties; however such amendments or modifications shall be in writing and signed by both parties to this Lease Agreement. Each party shall give due consideration to any proposal for modification made by the other party.**

- 5.1.5 All matters arising from and in connection with this Lease Agreement shall be governed and construed in accordance with the Laws of the United Republic of Tanzania.**

IN WITNESS WHEREOF

the parties hereto, have duly executed this Lease Agreement in the manner and on the day, month and year hereunder mentioned

SIGNED and DELIVERED at Dar - es - Salaam by CAPITAL APARTMENTS

who is known to me personally/ identified to me by WANG ZHIGANG the later being known to me personally, in my presence this 18th day of August 2023

JM
(LESSOR)

Signature: JM
Name: JULIANA MWALYEPELO
Address:
Designation: DIKECTOR

SIGNED and DELIVERED at Dar - es - Salaam by ZHONG JIN MINING Company LIMITED (" LESSEE") who are known to me personally/ identified to me by the later being known to me personally, in my presence this 18th day of August 2023

[Signature]
(LESSEE)

Signature:
Name: WANG ZHIGANG
Address: 40774 Dar es Salaam
Designation: C.E.O

BEFORE ME:

Name Angela George Mbonde.
Signature [Signature]
Address 190 Dar es Salaam.



WH TAX = 2,400,000/=
Stamp = 240,000/=

2,640,000/=
25/08/2023

Certified as a True Copy of the Original
Sign: [Signature] Date: 11/10/2023
ANGELA GEORGE MBONDE
Advocate, Notary Public & Commissioner for Oaths

Certified as True Copy of the Original
Angela George Mbonde
Advocate, Notary Public & Commissioner for Oaths
Sign: [Signature]
Date: 20/10/2022