

THE REGISTRATION OF DOCUMENTS ORDINANCE

(CAP 117)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at October on this 01 day of 2023.

BETWEEN

Titus. S. Byarugaba

(hereinafter referred to as "the LESSOR". Which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

AND

XIN HAI MINING TANZANIA COMPANY LIMITED of P.O. Box 6313 Mwanza Tanzania. (Hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS, the LESSOR is the owner of all those premises known as House and situated

~~At PLOT NO. 42 BLOCK "C" HEMELA~~ (Hereinafter referred to as "the demised premises").
Mibili village Nyangwale, Geita.

AND WHEREAS the LESSOR has agreed to let the demised premises referred here in above on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of 5 YEAR commencing on the 01/10/2023 Day
Of _____ (hereinafter called effective date)
(renewable by mutual agreement) at a YEAR rent of TZS 200,000/- payable every year in advance. The amount above is inclusive of withholding tax.

(b) To pay all charges for Gas, Telephones and Electricity supplied to the demised premises via the installed prepayment Meter or Meters and if applicable a fair proportion of the Generator Fuel in respect of the demised premises accrued and payable during the tenure of the lease period

(c) To use the demised premises for residential purposes and related services like parking and services of vehicles.

(d) To permit the lessor and or his agents at all times upon giving not less than forty-eight hours' notice (except in the case of emergency) to enter upon the demised premises for the purpose of inspection and or carrying on any necessary repairs.

(e) To give notice of at least one week before the expiry of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term. In the absence of which the Lessor may choose to assume continuation of the existing lease for another period of months.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

(a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.

(b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises.

(c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human habitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.

(d) The Lessee shall be responsible for the safekeeping of his personal belongings.

(e) Provided that the Lessee shall not be in default of its obligation under this Lease, the Lessor hereby covenants and warrants that the Lessee shall quietly and peacefully hold and possess the demised premises, free from any interference or disruption by the Lessor and any entity claiming by or through the Lessor, at all times during the term hereof.

3. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

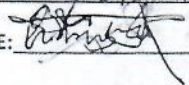
(a) In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute claim may be referred by either party to court or tribunal in Dares Salaam Tanzania for adjudication and settlement.

(b) Either party may terminate the lease by giving the other party a prior notice of two weeks of such intention, in which case any advanced but unused rental payment shall be refunded by the Lessor.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year above mentioned as hereunder:

SIGNED and DELIVERED by TITUS S BYARUGABA

NAME: TITUS S BYARUGABA

SIGNATURE: 

ADDRESS: _____

QUALIFICATION: _____

SIGNED and DELIVERED by TANG ZU ZHENG for and on behalf of
XIN HAI MINING TANZANIA CO LTD

NAME: Li Xiangru

SIGNATURE: 

ADDRESS: P.O. Box 6313 Mwanza

QUALIFICATION: Director



IN WITNESS

NAME: Sunday Mathayo Ulomi

SIGNATURE: 

ADDRESS: 664 Mwanza

QUALIFICATION: Commissioner for Oaths/Advocate

