

LEASE AGREEMENT

BETWEEN

SHEKALI MAD SHEKALI

AND

**SHUNYA INDUSTRIAL AND TRADING
COMPANY LIMITED**

THIS LEASE AGREEMENT IS MADE AT KIBAHA THIS 1ST DAY OF MARCH 2024

DRAWN BY:

THE LANDLORD

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THIS LEASE AGREEMENT is made at Dar es Salaam this 1st day of May 2023

BETWEEN

SHEKALI MAD SHEKALI of P. O. Box 33723 Kibaha (hereinafter referred as **THE LANDLORD** which expression shall where the context so admits include its successors and assigns) on the one part

AND

SHUNYA INDUSTRIAL AND TRADING COMPANY LIMITED of P. O. Box 31575 Kibaha (hereinafter referred as **THE TENANT** which expression shall where the context so admits include its successors and assigns) on the other part

WHEREAS:

- a) The Landlord is absolutely seized and possessed or otherwise and sufficiently entitled to residential house **No: 202, 2nd Floor Victoria Palace, NHC Building, Dar es Salaam** hereinafter referred as the “the demised premises”
- b) The Landlord has agreed to grant the Tenant a Lease in respect of the said premises for an initial period of **ONE (5) YEARS**, commencing on the 01st Day of March 2024 and coming to an end on the 28th Day of February 2029. This lease is automatically renewed by tacit agreement with all terms and condition laid down in this agreement applicable unless a cancellation written notice is given by either parties at least **TWO (2) Months** before the expiration of the on-going lease
- c) The tenant has agreed and hereby undertake possession of the said premises for the said period upon conditions and in the manner hereinafter stipulated

NOW THIS AGREEMENT WITNESSETH as follows:

1. LEASE

In pursuance of this Lease Agreement, the Landlord shall lease to the Tenant and the Tenant shall take on lease, **No: 202, 2nd Floor Kibaha, Njuwen, Kibaha** together with all appurtenances, fix and fittings (hereinafter referred to as “demised premises”) for a term of **ONE (5) YEARS** renewable commencing on the 01st Day of March 2024 at the monthly rent of **350 USD** payable in **three (3)** installment(s) and the rent shall be paid after every four month period. All extra cost for water electricity, available amenities and service charges shall be paid directly by the tenant. **The payment shall be paid in Tanzanian Shillings equal to 350 USD per month**

2. PAYMENT OF RENT

The rent herein shall be paid by way of direct electronic funds transfer to the Landlord’s designated bank account:

Beneficiary: SHEKALI MAD SHEKALI
Account No: 041201040987
Bank Name: NBC - National Bank of Commerce

3. TENANT’S RIGHTS AND OBLIGATIONS:

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The Tenant **HEREBY COVENANTS WITH THE LANDLORDS** as follows:

- 3.1 To pay the rents hereinbefore reserved on the days and in the manner aforesaid
- 3.2 To occupy the demise premise for residential accommodation only
- 3.3 To pay All extra cost for water electricity, available amenities and service charges, water bills, electricity bills and telephone (if any), in respect of the demised premises
- 3.4 To keep the interior of the demised premises, including all water taps, bath basins, tanks and all immersion heaters, electric lights fittings, windows and window frames, and other Landlord's fixture in a good and tenable repair and condition (fair wear and tear excepted).
- 3.5 To permit the landlord and/or his officer and agents at all reasonable time to enter upon the demised premises to view the condition thereof and if the same is found to be defective or out of repair for which defect or repair the Landlord to make good the same in proper manner
- 3.6 Not to assign, sub-let or part with the possession of the demised premises or any part thereof without obtaining written consent from the Landlord.
- 3.7 To ensure that the premises are fumigated and to pay the necessary charges for the same
- 3.8 To paint the interior of the house when handing over the house to the Landlord
- 3.9 Not to cut or injure any of the principal walls or woodwork of the demised premises or without written consent of the Landlord (the consent of the Landlord not to be unreasonably withheld)
- 3.10 Not to make any alteration therein whatsoever or commit or permit any damage to the demised premises and not to erect on the demised premises any partition of permanent nature except such as have been approved in writing by the Landlord
- 3.11 Not to do or permit to be done anything whereby the policies of the insurance affected by the landlord may become void or voidable or whereby the rate of premium thereof maybe increased
- 3.12 Not to do or permit to be done anything in or upon the demised premises or any part thereof which may cause nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighborhood
- 3.13 Not to use the demised premises or any part thereof for any illegal or immoral purpose
- 3.14 To give notice, given the diplomatic status of the Tenants, of at least two months before the expiry of the term expressing the Tenants intention not to renew the lease for the further term
- 3.15 Tenant shall be responsible to withhold 10% of the rental amount and pay withholding tax to the revenue authorities (TRA) and thereafter present the Landlord with the withholding Tax Certificate and further the Tenant shall pay the necessary Stamp Duty as provided for by the Laws

4. LANDLORD'S OBLIGATION AND RIGHTS:

The Landlord **HEREBY COVENANTS WITH THE TENANT** as follows:

- 4.1 Subject to the Tenant performing the covenants hereinabove specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful and quiet enjoyment of the demised premises throughout the said term

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- 4.2 To maintain the exterior part of the building, which obligation shall include but not limited to the carrying out of repairs and maintenance of structural elements such as roof, main wall, plumbing and electrical system at the demised premises in good and tenable repair and condition
- 4.3 For the purpose of maintaining the premises, the Landlord reserves the right to enter the premises to inspect and make necessary repairs, so long as such entry is at prearranged times, with the consent of the Tenant (which consent shall not be unreasonably withheld) and at Tenant's discretion
- 4.4 The Landlord agrees to commence, carry out and complete emergency repairs within 72 hours after receiving oral or written notice from the Tenant. For repairs, which cannot be completed within three days after receiving notice from the Tenant, the Landlord agrees to present a completion schedule of for acceptance by the Tenant. For any emergency repairs, which the Landlord does not handle in this manner, the Tenant may undertake receipt repairs at the Landlord's expenses, after giving prior notice and quotation to the Landlord. Any funds expended by Tenant in this regard shall be deemed prepaid rent and a subsequent rental payment shall be reduced by this amount. If no additional rentals payments are due the Landlord will make a direct refund to the Tenant
- 4.5 To insure and keep insure the said building and improvements from loss or damage by fire, storm, tempest and such other risks as the Landlord may deem expedient in some insurance office or with underwriters of repute to the full insurable value thereof and to pay all premiums necessary for that purpose
- 4.6 The Landlord accepts full and sole responsibility for payment of all Landlord and Property Taxes, duties any levies imposed by the Government, Revenue Authorities, Local Authorities or any other authorities in relation to the demised premises

5. GENERAL TERMS AND CONDITION:

IT IS HEREBY AGREED AND DECLARED as follows:

In case of violence due to war or civil commotion or insurgent activity or of fire, explosion, storm, tempest, flood, inevitable accident or other irresistible force:

- 5.1 Rendering the whole of the demise premises unfit for the purpose for which they are hereby demised, the Lease shall forthwith be determinate
- 5.2 To pay all service charges payable directly to NHC
- 5.3 Provided further that in case of aforesaid circumstance causing damage to part of the demised premises the Landlord will, to the satisfaction of the tenant, restore and reinstate the demised premises, within a reasonable time, at their own expenses and meanwhile the shall abate until the demised premises shall be restored and reinstated and made ready for occupation
- 5.4 **PROVIDED ALWAYS** that if the demised premises shall not be restored and reinstated and made ready for occupation within a reasonable time from the date of the happening of such event, the Tenant shall be at liberty without prejudice to his rights under any other provision of this Lease, to give the Landlord notice in writing determining the said term and thereupon this lease shall absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained
- 5.5 If and whenever the said rent hereby reserved or any part thereof shall be unpaid for thirty days after any of the days hereinbefore appointed for payment of the same whether same shall have been legally demanded or not if and whenever the Tenant

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shall not in all things well and truly observe, perform, fulfill and keep all and singular the covenants by the Tenant herein contained, then it shall be lawful for the Landlord to re-enter into the demised premises or into any part thereof and regain possession of the premises and have a lien over the properties of the Tenant which are within the demised premises

- 5.6 Upon termination of this agreement, the tenant shall make sure to leave the premises as good as when he first entered. Tenant shall repair all damages that caused by him in the course of living in the said premises before vacating the said premises
- 5.7 Any notice required to be served hereunder shall be in writing and shall be sufficiently served upon either party if forwarded to that by registered post or left at the party's last known address in Tanzania. A notice to the Tenant may be left at the demised premises. A notice sent by post shall be deemed to be given four days after the date of the posting
- 5.8 This Lease Agreement is made under and shall be construed in accordance with the Laws of Tanzania Mainland

IN WITNESS WHEREOF THE PARTIES HERETO HAVE executed this deed the day and year first before written

SIGNED and DELIVERED at Dar es Salaam by the said **SHEKALI MAD SHEKALI (TENANT)** Identified to me by the latter being known to me personally this 01st Day of March 2024


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LANDLORD

BEFORE ME:
Name: **RICHARD L. MOTEY**
Signature: 
Qualification: **ADVOCATE**

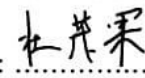



SEALED with COMPANY SEAL of the said **SHUNYA INDUSTRIAL AND TRADING COMPANY LIMITED** and **DELIVERED** in the Dar es Salaam in the presence of us this 01st Day of March 2024



FOR AND ON BEHALF OF SHUNYA INDUSTRIAL AND TRADING COMPANY LIMITED (TENANT)

Name: **MAOGUO DU**
Address: **P. O. Box 31575 Kibaha**

Signature: 
Qualification: **DIRECTOR**

BEFORE ME:
Name: **RICHARD L. MOTEY**
Signature: 
Qualification: **ADVOCATE**

