



Ellys Ventures Limited  
info@ellysventures.co.tz  
www.ellysventures.co.tz  
Dar es Salaam, Tanzania.

## HOUSE RENTAL AGREEMENT

This HOUSE RENTAL AGREEMENT (the "Agreement") is made and entered into on this 1st day of March 2025, by and between:

### 1. LANDLORD/PROPERTY MANAGER:

ELLYS VENTURES LIMITED, a company registered under the laws of The United Republic of Tanzania with Registration No. 166738415, having its principal place of business at Afya House, Kigamboni, Dar es Salaam (hereinafter referred to as the "Landlord"). Ellys Ventures Limited is the official property manager responsible for the leasing, management, and maintenance of the residential property located at House No. 6, Kijichi Mikumi Street, Dar es Salaam (the "Property"), ensuring compliance with all contractual obligations and upkeep requirements.

### 2. TENANT:

TANZANIA HONGDA CIVIL EXPLOSIVES COMPANY LIMITED, a company registered under the laws of The United Republic of Tanzania with Registration No. 178449249, having its principal place of business at KIVUKONI WARD, ILALA DISTRICT, DAR ES SALAAM REGION, P.O BOX 2233, DAR ES SALAAM. (hereinafter referred to as the "Tenant").

### 3. PROPERTY DETAILS:

The Landlord agrees to lease to the Tenant, and the Tenant agrees to rent from the Landlord, the residential property located at Kijichi, Dar es Salaam (the "Property"), which consists of:

- Seven (7) bedrooms of varying sizes
- Fully air-conditioned rooms (Full AC)
- Washing machine
- Refrigerator
- Dining table with six (6) chairs



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- Full sofa set
- Fully functional water system
- Electrical fence for security

#### **4. TERM OF THE AGREEMENT:**

The lease shall be for a fixed term of one (1) year, commencing on 1st March 2025 and expiring on 28th February 2026 (the "Lease Term").

#### **5. RENTAL PAYMENT:**

The Tenant agrees to pay the Landlord a total rental amount of Eighteen Thousand United States Dollars (USD 18,000), payable annually in advance. Additionally, the Landlord shall bear the cost of Withholding Tax (WHT) at a rate of 10%. Payment shall be made via bank transfer or any other mutually agreed payment method.

#### **6. SECURITY DEPOSIT:**

The Tenant shall pay a security deposit of One Thousand, Five Hundred United States Dollars (USD 1,500), before taking possession of the Property. The security deposit shall be used to cover any damages beyond normal wear and tear or unpaid dues. Upon lease termination, the Landlord shall assess the Property, and any deductions for damage or unpaid bills shall be itemized before returning any remaining deposit within 30 days of the termination date. If damages exceed the deposit, the Tenant shall be liable to pay the additional amount immediately.

#### **7. UTILITIES & OTHER CHARGES:**

The Tenant shall be solely responsible for payment of all utility bills, including but not limited to electricity, water, internet, and any other service charges incurred during the Lease Term.

#### **8. MAINTENANCE & REPAIRS:**

- The Landlord shall be responsible for routine maintenance of fixtures such as the installed air conditioning (AC) units.



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- The Tenant shall be responsible for any damage to the Property or its furnishings caused by negligence, misuse, or intentional acts.
- All damages beyond normal wear and tear shall be assessed by an independent professional agreed upon by both parties. The Tenant shall bear full repair costs as determined by the assessment.
- The Tenant shall not make any structural modifications or alterations without prior written consent from the Landlord.

#### **9. OPTIONAL SERVICES:**

The Tenant may request additional services such as housekeeping/nanny/Gardner services. Such services shall be separately agreed upon between the parties.

#### **10. TERMINATION & NOTICE PERIOD:**

- The Tenant may terminate this Agreement early but will not be entitled to any refund of the rent paid.
- If the Tenant wishes to terminate the lease before the expiration date, the Tenant shall forfeit the entire security deposit.
- The Landlord may terminate the lease with a three (3) months written notice in case of breach of contract by the Tenant, including non-payment of rent, illegal activities, or excessive property damage.

#### **11. USE OF PREMISES:**

- The Tenant shall use the Property strictly for residential purposes and activities related to TANZANIA HONGDA CIVIL EXPLOSIVES COMPANY LIMITED only.
- The Tenant shall not engage in any other commercial activities on the premises unless explicitly permitted in writing by the Landlord.
- The Tenant shall not sublease or assign the lease to a third party without prior written approval from the Landlord.

#### **12. INSURANCE & LIABILITY:**



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- The Landlord shall not be liable for any loss, damage, or injury suffered by the Tenant, its employees, guests, or visitors while on the Property.
- The Tenant is advised to obtain appropriate insurance coverage for personal belongings and liabilities.
- Any damage caused by the Tenant's negligence shall be repaired at the Tenant's expense.

### **13. DISPUTE RESOLUTION & ARBITRATION:**

- Any dispute arising from or related to this Agreement shall first be resolved amicably between the parties.
- If no resolution is reached within 14 days, the dispute shall be referred to arbitration in accordance with Tanzanian arbitration laws.
- The arbitration shall take place in Dar es Salaam, and the decision rendered by the arbitrator shall be final and binding on both parties.
- The losing party shall bear all arbitration costs, including legal fees.

### **14. DEFAULT & REMEDIES:**

If the Tenant defaults in the payment of rent, fails to maintain the premises, or breaches any term of this Agreement, the Landlord shall have the right to:

1. Terminate the lease immediately.
2. Deduct outstanding amounts from the security deposit.
3. Initiate legal proceedings to recover damages and unpaid dues.
4. Evict the Tenant without further notice.

### **15. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of The United Republic of Tanzania.



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**16. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, representations, or agreements, whether written or oral.

**17. SIGNATURES:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Signed for and on behalf of the Landlord:**

ELLYS VENTURES LIMITED

Name: Elias Patrick

Designation: Managing Director

Signature:

Date: March 1<sup>st</sup>, 2025



**Signed for and on behalf of the Tenant:**

TANZANIA HONGDA CIVIL EXPLOSIVES COMPANY LIMITED

Name: Cai Jiayuan

Designation: Director

Signature:

Date: March 1<sup>st</sup>, 2025



**BEFORE ME:**

Name: Benson Kitang'ita Kisamarwa

Signature:

Date: 1<sup>st</sup> March 2025

Qualification: Advocate/Commissioner For Oaths

