

# LEASE AGREEMENT

THIS AGREEMENT is made this 18<sup>th</sup> day of January 2025

BETWEEN

MICHAEL DANIEL MNENWA of P.O. Box 30112, PWANI, KIBAHA (hereinafter to be referred to as "the Landlord") of the one part

AND

EEL ELECTRIC TANZANIA LIMITED of P.O. Box 13017 Dar es salaam (hereinafter to be referred to as "the Tenant") of the other part.

WHEREAS the Landlord is the owner of the Title No. 47 in Plot No. 314 and 316, Block A, CBD Ares, Kibaha, Pwani (hereinafter to be referred to as "the property"). The landlord grants the Tenant permission to use the land for industrial purposes

WHEREAS the landlord is desirous of letting the premises to the Tenant and the tenant is equally willing and desirous to rent the same from the landlord on the following terms and conditions

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:-

**1. PERIOD OF TENANCY:**

That the Landlord has agreed to let to the Tenant who has agreed to take the office for a period of One year from 18<sup>th</sup> January 2025 to 17<sup>th</sup> December 2029.

**2. RENT PAYMENT**

- a) The monthly rent has to be paid is Three million Tanzanian shilling (3,000,000/= TZS). Shall be payable upon signing of this agreement.
- b) That the Tenant shall, upon paying the rent herein stated, have the right to peacefully and quietly enjoy and occupy the property for a period of one year from 18<sup>th</sup> January 2025.

**3. DEPOSIT**

- a) The tenant shall also pay equivalent of one-month rent (3,000,000/=TZS) as deposit after both party sign the lease agreement, and the Landlord should start to spruce up the whole Plot and maintain the good delivery condition to tenant during 3-5days.

**4. DEPOSIT SECURITY DEPOSIT.**

The security deposit must be paid to the Landlord no later than the Execution Date of this Agreement by the Tenant. The Landlord will

hold it as security to meet the Tenant's obligations under this Agreement.

The Tenant shall deliver 18,000,000/= Tanzanian Shilling equivalent to two (12) months of the lease payment. The security deposit should not be a prepayment of any rental, nor shall it be raised by the Tenant as a reason or excuse to not paying the rent as stipulated in this Agreement.

The full amount of the security deposit must be returned to the Tenant within (12) Twelve months of the full vacating of the Land, less any amount the Tenant is required to pay:

- If the Tenant has complied with all terms of this Agreement.
- If the Tenant returns the Land mentioned above to the Landlord in good condition when the Tenant leased the Land.
- The Tenant shall pay additional costs for the Land's damages to the Landlord if the security deposit does not cover the costs of damages

## 5. TERMS AND CONDITIONS

With the landlord's prior consent, the Tenant is authorized to:

- Install constructions likely to alter the land.
- Install equipment or items likely to alter the land
- Build an industry
- Dig holes, well, excavate the land or perform other actions that will affect the condition of the leased land
- Clearing the land or performing other actions that will affect the condition of the leased land.

Nevertheless, at the expiration of this Agreement and if requested by the Landlord, the Tenant shall demolish such building or structure and restore the leased land to its former condition.

## 6. TAX

The Tenant must pay the land tax or other taxes related to the lease. All the above expenses are considered additional rental charges paid by the Tenant when requested by the landlord

## 7. TRANSFER OF LEASE

Without the landlord's prior consent, the Tenant shall not assign, mortgage or sublease the land or permit the use of land to any party other than the Tenant.

## 8. BREACH OF CONTRACT

If a party fails to comply with any of the obligations under this Agreement, the Tenant or Landlord shall have the right to end this Agreement regarding the consequences with the requirements of this Agreement within an appropriate time.

If the defaulting party fails to comply with the terms and condition of this Agreement, the other party may terminate the Agreement and take legal action against the defaulting party.

## 9. TERMINATION

This agreement will be terminated by the following circumstances:

- The Tenant fails to pay the rent.
- When the Tenant sublease the third party without the landlord's permission.
- The Tenant fails to comply with the Terms and condition of this Agreement.
- The Tenant fails to deposit security deposit of the Land in every month.

## 10. GOVERNING LAW AND JURSDICTION

This Agreement shall be governed by and construed in accordance with the laws of Tanzania

## 11. DISPUTE SETTLEMENT

Any dispute arising or in connection with this Agreement shall be settled first amicably between the parties, failing which the matter will be referred to a court of law with competent jurisdiction .

This agreement may however be renewed for a further period by Tenant giving three-month notice to the Landlord, after mutual agreement the Landlord may consider the revision of rent if any.

**INWITNESS WHEREOF** the parties hereto have executed these presents on the day and year and in the manner hereinafter appearing:

SIGNED and DELIVERED by the said  
**MICHAEL DANIEL MNENWA** who is identified to me  
By Hassan Ali the letter being known to me  
in my presence this 18<sup>th</sup> day of January 2025

  
.....  
**LANDLORD**

### BEFORE ME

Full Name: Naima Abdulkarim Mongi

Signature:  .....

Address: P.O.box 44199

Qualification: Advocate



SEALED with the common SEAL  
by the said EEL ELECTRIC TANZANIA  
LIMITED who is known to  
me personally this 18<sup>th</sup> day of January 2025



Name: YUNXIAO FENG  
Postal Address: P.o.box 13017  
Signature:.....  
Qualification/ Designation: Director of the company

**BEFORE ME**

Name: Naima Abdulkarim Mongi  
Signature: .....  
Postal Address: P.o.box 44199  
Qualification: Advocate

