

LEASE AGREEMENT

BETWEEN

CHE HAMIS CHENJAH

AND

TANZANIA JINPENG MINING LIMITED

IN RESPECT OF RESIDENTIAL HOUSE ON
PLOT No. 1213, MAWENZI ROAD, MIKOCHENI A,
KINONDONI DISTRICT
DAR ES SALAAM

March 2025

THIS AGREEMENT made is effective on the 8 day of March 2025

BETWEEN

Che Hamis Chenjah of Post Office Box Number 76489, Dar Es Salaam, Tanzania with TIN.....(hereinafter referred to as "Landlord") of the one part.

AND

TANZANIA JINPENG MINING LIMITED of Post Office Box Number ***, Dar Es Salaam, Tanzania (hereinafter referred to as "Tenant") of the other part.

WHEREAS the Landlord is the owner of Plot No.1213, Mawenzi Rd, Mikocheni A, Kinondoni district, Dar Es Salaam hereinafter referred to as the demise premise.

AND 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:

The period of tenancy herein referred to as the Tenancy Period shall be twelve months with effect from 8th March 2025 to 7th March 2030.

2. RENT:

- (a) The monthly rent that has to be paid is US\$2220 inclusive of Tax.
- (b) The landlord shall pay 1% (US\$20 per month) of the monthly rent as stamp duty and the Tenant shall pay 10% withholding tax to the government authorities.
- (c) The tenant shall withhold 1% of the rent from the payable to the landlord as stamp duty fees for the transaction. The tenant shall remit to Tanzania Revenue Authorities the 1% stamp duty withheld from the landlord.

3. DEPOSIT:

- a) The tenant shall also pay equivalent of one-month rent (US\$2000.00) as deposit after both party sign the lease agreement, and the Landlord should start to spruce up the whole house and maintain the good delivery condition to tenant during 3-5 days.
- b) The Landlord will inspect the premises at latest 2 weeks before the expiration of the agreement and inform The Tenant about any damages incurred during the contract period. If there are no damages the full deposit shall be paid back within 5 days after the inspection. In case of damages The Tenant will obtain quotations to correct the damages and the deposit deducted the cost of correcting the damages shall be refunded within 5 days after receiving the quotations.
- e) The Tenant shall be responsible for maintaining the premises, including all fixtures and appurtenances, in good condition. The Landlord acknowledges that normal wear and tear shall not be considered damage. Normal wear and tear includes, but is not limited to Diminished finish on cabinetry and countertops due to typical use, Minor scratches on surfaces of fixtures from everyday use, Fading

or discoloration of paint or wallpaper from sunlight exposure, Wear on door handles, knobs, and hinges due to regular operation, wear on the flooring, and minor scuffs on the wall;

4. THE TENANT HEREBY COVENANTS with the Landlord as follows:

- a) To pay the reserved rent on the days and in the manner herein stated in full. The payment due under this tenancy agreement shall be: 12 months rent **US Dollars 24,000 (twenty four thousand US Dollars)**.

Name:Che Hamis Chenjah
Bank:ABSA BANK
USD A/C#:0017073079

- b) To pay fees for water and electricity in respect of the demised premises during the tenancy.
- c) To pay a total of TZS. 100,000/- per month to the landlord being the charges for keeping the outdoors areas in good order.
- d) The Tenant shall not assign, change, sublet or part with the possession of the demised premises or any part thereof without the consent in writing of the Landlord; such consent shall not be refused unreasonably.
- e) During the said tenancy the Tenant shall use the demised premises for residential purposes as deemed fit and shall not without the consent of the Landlord in writing make any addition or subtractions to the demised premises.
- f) The Tenant shall during the subsistence of this Agreement permit the Landlord or his Agent or workmen to enter the demises premises at reasonable and convenient hours of daytime by prior appointment to enter the demised premises and to inspect the demised premises.
- g) That the Tenant shall all times during the term of this Agreement keep the demised premises including all fittings and fixtures (and addition thereto) in good and substantial repair condition (reasonable wear and tear and accidental damage by fire exempted).
- h) The Tenant shall repair all defects occasioned by the Tenant on the demised premises and deliver the same in good and tenantable condition at the expiration of the Tenancy.
- i) During the term of this Agreement the Tenant Shall not use or permit the demised premises to be used for any improper, immoral or illegal purposes and shall not do or permit any act which causes or may cause annoyance, inconvenience nuisance to the occupiers of neighbouring property or use of abusive language.

5. THE LANDLORD COVENANTS with the Tenant as follows:

- a. To pay discharge all land taxes and assessments and charges whatsoever (other than any rates or charges payable in respect of consumed water, gas,

- electricity and sewerage) which now are or during the said term shall be imposed or charged on the building.
- b. To Hire and pay salary to the Gardener who will be responsible for keeping the outdoor areas of the property in good order.
6. For as long as the Tenant meets the conditions herein contained shall quietly hold and enjoy the demised premises without any interference or interruption from the Landlord or any one claiming title under him.
7. At the expiration of the term herein created the tenant shall peacefully yield to the Landlord vacant possession of the demised premises by handing over the keys of the demised premises in good condition personally to the Landlord.
8. The lease is renewable after expiry of the tenancy period upon any party giving the other party one-month notice of intention to renew. If the Landlord intends to review rent payable, he shall give the tenant a notice **two months** before the renewal of the lease. The landlord may review or increase the rent payable in the renewal of the lease however such review/ increase of rent shall not exceed 10% of the rent payable in the current lease. The Landlord also has the preserve to cease the tenancy upon the end of a contract as may deem fit. However, at least a two months' notice will be given.
9. Any notice to be given under this Lease may be given by telephone, sms, sending the same by registered post or by delivering the same by hand to the addressee at such address. An email notice which has been duly received and acknowledged by both Landlord and Tenant will be deemed acceptable. The authorized Tenant email is: xiaopenglv1456@163.com and the authorized Landlord email are: arun00che@gmail.com.
10. a) In the event, that any proposed fixtures and installations shall become faulty from the second month of this lease, the Tenant shall bear the repair costs. The cost of repairs for the faulty in fixtures and installation during the initial period of the lease usually imply that the faulty is not due to the tenant's faulty but rather due to previous users of the same.
- b) In the event of an natural disaster or catastrophe i.e. tsunami, hurricane, political instability, conflicts, floods; the landlord shall not charge the coming months rent and reimburse the tenant any such advance rent until the necessary repairs are done and/or the problem has been solved; Provided that the tenant agrees to return to the premises after the incident.
11. That all disputes arising out of or relating to the performance of this lease which cannot be settled by the mutual agreement of the parties hereto shall be submitted to a single arbitrator appointed in accordance with the provisions of the Arbitration ordinance (cap. 15) of the Laws of Tanzania. The arbitration shall be held at a place in Tanzania to be chosen by the Arbitrator. The decisions for the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

12. This Agreement would terminate in the event of the Tenants' employers being compelled to cease operations in Tanzania requiring the Tenant to leave the country, in which case **60 days notice** in writing will be given to the Landlord. In such cases, and provided that due notice has been provided by the Tenant, the Landlord will refund to the Tenant rent paid commensurate with the number of months of given year, where the premises are not occupied by the Tenant. The Tenant will provide the Landlord with instructions for payment modality in such cases.

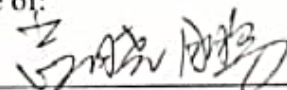
IN WITNESS WHEREOF the parties hereto have executed those present on the day and in the year and in the manner hereinafter appearing.

SIGNED and DELIVERED by

Che Hamis Chenjaha - the Landlord

Signature: _____

In the presence of:

Signature: 

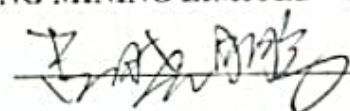
Postal Address: P.O. Box 8581, DAR ES SALAM

Qualification: Director




SIGNED and DELIVERED by

TANZANIA JINPENG MINING LIMITED - the Tenant

Signature: 

In the presence of:

Signature: 

Postal Address: P.O. Box 7658, DSM

Qualification: Advocate / Notary Public



