

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on 01ST day of Feb, 2025

BETWEEN

Mashaka Lucas Maji of P.O. Box 81 Geita (hereinafter referred to as "THE LESSEE") of one part

AND

JIXIANG TANZANIA MINING MACHINERY CO. LIMITED a limited liability Company incorporated under the laws of the United Republic of Tanzania of P.O. Box 4490 Dar es Salaam (hereinafter referred to as "THE LESSEE") of the other part.

WHEREAS the Lessor is the lawful occupier of a landed property located at Plot No. 106-109, Block E, Mpomvu Area, Geita Municipality in Geita Region (Herein referred to as "the demised premise").

AND WHEREAS the Lessee intends to lease the demised premise for the period of thirty-six (36) months and the Lessor has agreed to lease the same to the Lessee.

NOW THIS DEED WITNESSED as follows: -

1. IN CONSIDERATION of the rent and covenants hereinafter reserved and contained the Lessor demises unto the Lessee the office space at Plot No. 106-109, Block E, Mpomvu Area, Geita Municipality in Geita Region to hold and to use the said demised premises for a period of thirty-six (36) months commencing from 01st February 2025 to 31st February 2028 at a monthly rent of (USD) Three thousand dollars (3000USD=), three months paid as an advance.

2. That the Lessor hereby permits the Lessee to demolish an elected brick partition in the demised property during the term of use as per the Lessor request but at the end of the contract the Lessee has to reconstruct the partition before handing back the demised property.
3. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows: -
 - a) To pay the rent herein before reserved at the times and the manner aforesaid.
 - b) Not to do or permit or suffer to be done upon on the demised premises anything which may be or become a breach of any of the conditions of the right of occupancy over the demised premises or a contravention of any by-laws or rules.
 - c) Not to make any structural additions or alterations at any time existing on the premises hereby demised or cut or injure the principal walls or timbers thereof without the consent in writing of the Lessor but such consent shall not be unreasonably withheld. If the Lessee wants to change any structure with the permission of the Lessor, then the cost is for the Lessee.
 - d) To keep the interior of the warehouse or demised premises in good and tenantable repair.
 - e) To ensure that the properties held in the demises are insured against damage by fire during the whole period of lease.
4. **THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows: -
 - a) The Lessee having paid the rent and subject to the condition herein shall be accorded a peacefully hold of the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust of them.
 - b) The Lessor is responsible for all major repairs and reasonable maintenance. Lessor shall be responsible for repairing any damage of the demised premises due to poor quality, natural tear and wear or calamities and bear the expenses thereof. Otherwise, Lessor shall be liable for compensating to loss of goods suffered by Lessee therefrom.

- c) The Lessor shall bear, pay and discharge all existing and future rates, taxes assessment, duties, impositions, outgoings and burdens whatsoever payable in respect of the demised premises.
5. It is hereby mutually agreed: -
- (a) If the rent or any part thereof shall be unpaid for twenty one days after becoming payable and having been lawfully demanded or if any covenant on the Lessee's part herein contained shall not be performed or observed, it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this agreement shall absolutely determine but without prejudice to the right of action of the Lessee's covenants herein contained.
- (b) The Lessor shall pay all costs and expenses including stamp duty in connection with the execution and validation of this lease.


FORCE MAJEURE

- (a) No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lock out or interruption or failure of electricity or telephone service.
- (b) Any Party asserting Force Majeure as an excuse shall have burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that prudent precautions could be contemplated.

IN WITNESS WHEREOF the parties to these presents have hereinto set their hands the day and year first before written.

For and behalf of the said

MASHAKA LUCAS MAJI

SIGNATURE: _____ 

DATE: 01st FEB 2025

QUALIFICATION: DIRECTOR

For and on behalf of the said

JIXIANG TANZANIA MINING MACHINERY CO. LIMITED

SIGNED AND DELIVERED BY:

NAME:

SIGNATURE: 

DATE: 01st FEB 2025

QUALIFICATION: DIRECTOR

BEFORE ME:

NAME: PELAZIA E. NYMANDA

SIGNATURE: 

ADDRESS: 2429 DAR-EL-JALAM

QUALIFICATION: COMMISSIONER FOR OATHS

