

THE REGISTRATION OF DOCUMENTS ORDINANCE

[CAP 117]

BETWEEN

SIMPLY FRESH TANZANIA LIMITED

As

(LANDLORD / LESSOR)

Of

P O Box 3030, Dar es salaam

AND

U XUAN LIMITED, Dar es salaam

As

(LESSEE)

IN RESPECT OF AN AGREED AREA WITHIN A BUILDING SITUATED AT  
PLOT 1870, OYSTERBAY, DAR ES SALAAM, TANZANIA

  
Certified as True Copy of the Original  
**Said Mohamed Mteule**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 29/1/2025

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this 21<sup>st</sup> day of February 2025 by and between **SIMPLY FRESH TANZANIA LIMITED**. (Landlord) TIN No: 114-636-444 and **U XUAN LIMITED** (Tenant) TIN No. 181-735-805. Landlord is the long lease holder of the land and owner of building & improvements erected on that land whose address is: Plot No 1870, Oyster bay, Dar es Salaam. Landlord makes available for lease the entire Land & Building designated for **SUPERMARKET** (Leased Premises).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

(1) **Term.**

The Initial Term of the Lease shall be five years beginning on the 1<sup>st</sup> day of May 2025, and ending on the 30<sup>th</sup> day of April 2030. The landlord shall use its best efforts to put the Tenant in possession of the Leased Premises on the starting lease term.

The Landlord shall make his best efforts to increase the term of the master lease, once done the landlord shall pass on the said term to the tenant upon renewal or desirous of renewing on elapsing of the first term.

(2) **Rent.**

The monthly base rent shall be **US\$ 11,800=00** (US\$ Eleven Thousand and Eight Hundred Only) Inclusive VAT, payable annually in advance. The rental period shall begin from 1<sup>st</sup> May 2025, as it has been mutually agreed by both the parties to the lease that a period of seventy-five days shall be given out to the tenant as a grace period for tenant to make his arrangements and installations.

The rent shall be reviewed every year with an incremental cost of 3% on the last paid rent.

Any default on the rental payment a commercial rate of interest shall become applicable on the defaulted amount and the rate shall be determined at the time of default.

(3) **Prohibited Uses.**

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

(4) **Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

(5) **Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, electrical fittings, other equipment, furniture & fixtures, plant & machinery and to ensure the same are in good order till the end of lease term and to be handed over in the same condition as at the start of the lease term.

(6) **Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and

other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

(7) **Taxes.**

The landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying Stamp duty and Withholding tax on lease and all property taxes with respect to Tenant's personal property at the Leased Premises and submit a copy to the landlord.

(8) **Insurance.**

If the Leased Premises or any other part of the building is damaged by, but not limited to fire, water or other casualty resulting from any act of negligence by the Tenant or by any of the Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

The landlord shall maintain fire and extended coverage insurance on the building in such amount as the Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the building with the premiums thereon fully paid on or before such date. Such insurance policy shall be issued by and binding upon an insurance company recognized in the United Republic of Tanzania, and shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance Evidencing Tenant's compliance with this Paragraph.

(9) **Signs.**

Following the Landlord's consent, the Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with the Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Any applicable charge to the municipal authority shall be borne by the tenant.

(10) **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

(11) **Building Rules.**

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

(12) **Damage and Destruction.**

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does

Handwritten initials and marks, including a signature and a large 'X' or 'N' mark.

not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor, or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payment if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**(13) Default.**

In the event of a repetitive default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**(14) Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease.

**(15) Condemnation.**

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**(16) Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**(17) Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United Republic of Tanzania certified mail, return receipt requested, addressed as follows:

Landlord: SIMPLY FRESH TANZANIA LIMITED, THE OFFICE IS CURRENTLY LOCATED IN FINANCE DEPARTMENT OF HOTEL SEA CLIFF LIMITED, TOURE DRIVE, MSASANI PENINSULA, DAR ES SALAAM.

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ON

Tenant: U XUAN LIMITED, DAR ES SALAAM.

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**(18) Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**(19) Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**(20) Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**(21) Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**(22) Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**(23) Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**(24) Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures.

**(25) Compliance with Law.**

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**(26) Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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(27) Termination:

If at any time during the tenancy period, it shall become necessary for the Lessee to conclude its activities or the Lessor may find encumbrance in connections with the activity being carried out on the premise or any sort of default in the payment; the Lessee or the Lessor may terminate this lease agreement by giving 90 calendar days' notice of his/her intension to vacate or to surrender the premise respectively.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year herein after mentioned.

SIGNED for and behalf of the LESSOR

SIMPLY FRESH TANZANIA LIMITED.

Name: MAHESH RAOJIBHAI PATEL

Postal Address: P O Box 3030, Dar es Salaam

Signature: 

Title: Managing Director

Date: 21 /02 /2025



SIGNED for and behalf of the LESSEE

U XUAN LIMITED

Name: LIJIN CHEN

Milimani City,

Dar-Es-Salaam

Signature: 

Title: DIRECTOR

Date: 21 /02 /2025



Witness to both the parties signature

Name: Saurabh Jain

Address: P.O Box 3030

DAR ES SALAAM

Signature: 

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

NOTARY PUBLIC: AYMAK ATTORNEYS

Name: LOUISA MSEMAMBWA

Signature: 

Designation: ADVOCATE

Commission Expiry: \_\_\_\_\_



NOTARY PUBLIC

BEFORE ME  
Johnson Haji Kora  
26/02/2025



STAMP DUTY  
Shs 3,138,000/- collected  
Receipt No. 04397208737637 Dated 3/3/2025  
Johnson  
Regional - Manager Kinondoni Tax Region

Certified as True Copy of the Original  
Said Mohamed Mteule  
Advocate, Notary Public & Commissioner for Oaths  
Sign:   
Date: 29/1/2025

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