

## LEASE AGREEMENT

BETWEEN

**FAUSTINA JOHNSON MWANKENJA** as a Legal Representative of the late  
**EMMANUEL MWANKENJA** (deceased) of P.O. Box 60591, Dar es Salaam

AND

**FU XIN MANUFACTURING LTD** of P.O. Box 20653 Dar es Salaam

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*In respect of Plot No. 2049, Block D, Kunduchi RTD, Kinondoni, Dar es Salaam  
registered under a Certificate of Title No. 179342*

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**DRAWN BY:**

Anold Sebastian Kinyaiya Esq,

P.O. Box 6630,

Moshi.

[arnold-24@live.com](mailto:arnold-24@live.com)

*Mwankenja. 陈恒*

*吴章坦*

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 22<sup>nd</sup> day of December 2020

### BETWEEN

**FAUSTINA JOHNSON MWANKENJA** as a Legal Representative of the late **EMMANUEL MWANKENJA** (deceased) of P.O. Box 60591, Dar es Salaam, (herein after called 'the Lessor'), natural person and resident of Dar es Salaam, which expression shall where the contexts so admits include his successors, assignees and agents of the one part.

### AND

**FU XIN MANUFACTURING LTD** of P.O. Box 20653 Dar es Salaam (hereinafter called 'the Lessee'), a limited company registered under the Laws of Tanzania which expression shall where the context so admits include his successors assignees and agents of the other part.

### WHEREAS

- A. The Lessor is a Legal Representative of the late **EMMANUEL MWANKENJA** (deceased) who is the lawful owner of the **Plot No. 2049 Block D, Kunduchi RTD, Kinondoni, Dar es Salaam, registered under a Certificate of Title No. 179342** (Hereinafter referred to as 'the Demised Premises/Property'). The Lessor ensures that the whole compound measuring 8402 SQ. M is well managed, secured and there is no interference with other tenants.
- B. The Lessor, after consultation with all legal heirs to the estate of the Late **EMMANUEL MWANKENJA** and obtain their lawful consent, is desirous of leasing the whole premise measuring 8402 Square Meters to the Lessee, to hold and enjoy the same for business purposes, to wit, **building and constructing a warehouse, factory and yard.**

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**NOW THIS AGREEMENT WITNESSETH** as follows;-

1. In consideration of the rent to be paid by the Lessee, the Lessor doth hereby leases to the Lessee, all the fixed properties contained namely, a residential house within the demised premises and the whole plot for the terms and conditions stipulated herein.

2. The Lessor hereby demises unto the Lessee approximate space of 8402 Square Meters of the demised property TOGETHER WITH the right of access TO HOLD AND USE for a term of TEN (10) YEARS with an option to renew as from 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2031 at a rent stipulated below;

a. The rent for the first three (03) years shall be six (6,000,000/=) Million Tanzanian Shillings per month to be paid in a lump sum of 36,000,000/= after every six (06) months.

**Save that, for the first year** the Lessee shall pay Tanzania Shillings thirty six Million(36,000,000/=) on the day of signing of this agreement and another thirty six Million(36,000,000/=) Tanzania Shilling on the 1<sup>st</sup> February 2021 and the Lessor shall vacate the premises on the same date.

b. The rent for the next three (03) years shall be Tanzanian shillings six million and five hundred thousand (6,500,000/=) per month to be paid in a lump sum of 39,000,000/= after every six (06) months.

c. The rent for the last four (04) years shall be Tanzanian shillings seven million (7,000,000/=) per month to be paid in a lump sum of 42,000,000/= after every six (06) months.

d. All payments are inclusive of withholding tax.

e. All payments shall be made into a bank account as it will be provided by the Lessor and the Lessee shall keep the paying slips and provide copy of the said slips to the Lessor to form part of this agreement.

3. Rent shall be paid within fourteen (14) days of the first month of the rental payment period and the Lessor shall be accountable to pay relevant taxes within seven (07) days thereafter to avoid unnecessary conflict between the Lessee and Tax Authorities.

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4. The Lessee has rights to building and constructing a warehouse for storages factory, yard or any other building as the Lessee wishes. The Lessee may make alterations to the demised premises without obtaining consent of the Lessor. Any fixtures so placed by the Lessee that can easily be removed, shall be and remain the property of the Lessee; the Lessee may remove there from prior to vacating the premises.
5. The Lessee shall build a block fence surrounding the whole area of a demised property and the Lessor shall allow the Lessee to make some alterations including the entrance direction, building a small house for his security officer, and pruning / cutting of trees for the purpose of his construction.
6. The Lessee shall not damage the demised property except reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control. In case the Lessee unreasonably damages the premises, even in the course of his activities, he shall restore the premises to the same condition under this Lease prior to vacation.
7. The Parties hereby agree that upon creation of tenancy, the said tenancy shall not be terminated for any reasons whatever at the instance of the Lessor, including sale, mortgage, assignment or any other disposition of the Demised Premises to a third party.
8. If the Lessee is desirous of taking a new lease of the demised property after the expiration of the term hereby granted to the Lessor, he shall give a notice in writing of not less than 90 days before the expiration of the said term to the Lessor, and the Lessor may at or before the expiration of the term hereby granted, grant to the Lessee a new Lease of the Demised Property for a further term to commence from and after the expiration of the term hereby granted at the same rent or at a rent to be agreed between the parties.
9. The Lessor is bound to pay any land rents (Municipal land Rent), any rent concerning the property such as the 10% Withholding Tax to Tanzania Revenue Authority (TRA) and Stamp Duty of 1% at his own costs, copy of proof for such payments shall be exchanged by parties.
10. The Lessee shall be free to utilize all common areas and facilities.

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11. The Lessee shall enjoy free occupancy and use of demised properties subject to reasonable usage for the same and he shall not use the demised premises for any illegal or immoral purpose. The Lessee shall observe the environmental laws during the whole period of tenancy.
12. It shall not be the responsibility and/or duty of the Lessor to obtain building permits, NEMC permits/Certificate and/or any other Permit or Certificate from the authorities.
13. The Lessee shall have all and exclusive rights to its machinery and implements be free to purchase and install equipment to be used in its business and shall, without any prohibition and interruption, be free to remove any machinery or equipment from the premises otherwise the Lessor will be in breach of the contract and the Lessee shall be entitled to terminate the agreement accordingly.

**14. THE LESSEE HEREBY COVENANTS with the LESSOR;**

- i. To maintain the demised premises and deliver vacant possession to the Lessor in habitable conditions after expiry of the Lease.
- ii. To permit the Lessor and his agents and other persons authorized in writing by the Lessor to enter the demised property at all reasonable times during daytime with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the condition of the demised property.
- iii. The Lessee has the responsibility of hiring the security guard for the demised property.
- iv. The Lessee shall abide to the Tanzanian Laws and Regulations pertaining to the conduct of business in Tanzania.
- v. Water and electricity bills shall be paid by the Lessee according to his usage.

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**15. THE LESSOR COVENANTS with THE LESSEE** as follows;

- i. To give vacant possession of the Demised Premises to the Lessee, free from any kind of occupation and he will provide necessary cooperation in ensuring that the Lessee obtains all relevant and necessary permits for the set up and conduct of Lessee business such as building permits and NEMC certificates.
- ii. The Lessee has the right to ownership of the movable properties in the demised premises and the Lessor is vehemently denied and/or refused to prevent or interfere with the dispose or transfer of the Lessee's movable properties.
- iii. Not to sale, mortgage, assignment or any other disposition of the Demised Property within the Tenancy Period.

**PROVIDED ALWAYS** and it is hereby agreed as follows;

16. That the tenancy hereby agreed shall be determined at the option of the Lessee at any time and the Lessor shall not terminate the agreement prior to its expiration except in the circumstance of failure by the Lessee to pay rent in accordance to this agreement.
17. That any demand for payment or notice requiring to be made upon or given to the Lessee or Lessor shall be in writing and shall be sufficiently made or given if sent to the Lessor or Lessee or their agents by mail or at their usual or last known places of residence.
18. That the Lessee has inquired and the Lessor states that at the time of signing this agreement the demised premises are not subject to any mortgage of security arrangements for the Lessor or any other third party or any probate claims and should it occur on the contrary, the Lessor shall reimburse the Lessee with rent for unexpired rental term and compensate for the investment, loss of business and disturbance.
19. This Lease shall be in English and shall be executed in three copies of each which shall be treated as original, governed, construed and registered in accordance with the laws of United Republic of Tanzania.
20. Any dispute shall be deemed to have arisen when either party notifies the other party in writing. The Parties shall use all reasonable efforts to solve any dispute that may arise under this Lease Agreement amicably, failure


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of which parties to this Agreement shall refer the matter to courts of law with competent jurisdiction.

**IN WITNESS WHEREOF** the parties have set their hands against their names in the manner hereinafter appearing.

**SIGNED and DELIVERED** by the said **FAUSTINA JOHNSON MWANKENJA** who is known to me personally/identified to me by ~~me personally/identified to me by~~ **ELIZABETH MWANKENJA** the later being known to me personally this 22 day of December 2020.

  
*Mwankenja*  
.....  
**LESSOR**

**BEFORE ME**  
Name: FRANCO MAHENA  
Signature: *Mahena*  
Address: P.O. Box 15784 D'SALAAM  
Qualification: ADVOCATE



**SEALED & STAMPED** by the said Directors of **FU XIN MANUFACTURING LTD** who are known to me personally/identified to me by ..... the later being known to me personally this 22nd day of December 2020.




Name: WU ZHANGTAN  
Signature: *吴章坦*  
Address: P.O. Box 20653  
Qualification: DIRECTOR

Name: CHEN HENG  
Signature: *陈恒*  
Address: P.O. Box 20653  
Qualification: SECRETARY

**BEFORE ME**  
Name: Arnold Sebastian Kinyaya  
Signature: *Arnold*  
Address: P.O. Box 6630 Moshi  
Qualification: ADVOCATE



TITLE No. 179342  
 REGISTERED 24.08.18  
 AT 1.00 Pm



Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 100/= Paid  
 Receipt No: 99002184744  
 of: 24.05.18

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA  
 THE LAND ACT, 1999  
 (NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 17634/= Paid  
 On Original Receipt Shs: 99002484744  
 of: 24.05.18

Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 179342  
 L.O. NO. 922064.  
 KMC/LD/80185.

The 21<sup>st</sup> day of August two thousand and eighteen.

THIS IS TO CERTIFY that FAUSTINA JOHNSON MWANKENJA as a Legal Personal Representative of the Late Emmanuel Mwankenja (Deceased) of P.O. BOX 60591, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **sixty six** years from the first day of **April**, Two thousand and **eighteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2018 shall thereafter pay rent of shillings **three hundred fifty three thousand (TShs. 353,000/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

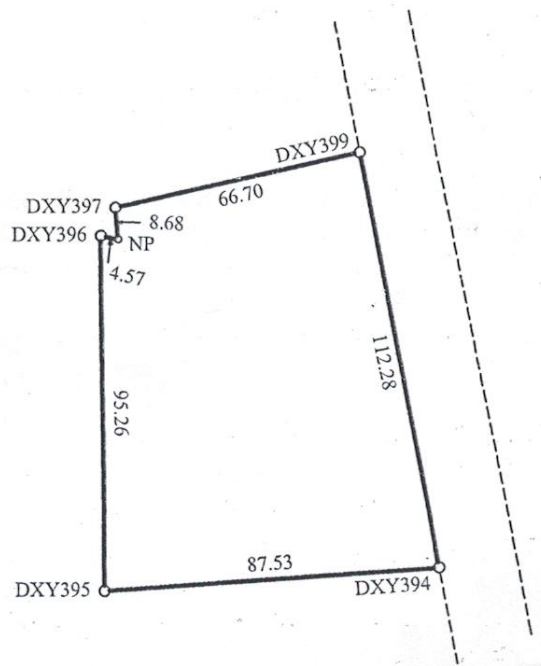
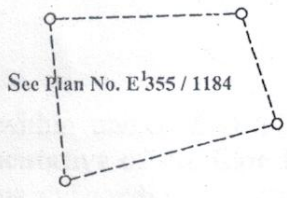
Certified True Copy of the Original  
 Sign: [Signature] Date: 24.08.18  
 ANOLD SEBASTIAN KINYATYA  
 Advocate, Notary Public & Commissioner  
 for Oaths

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things, which may be required by the authorities responsible for environment and to achieve such objective.
  - (iii) Building to be in permanent materials.
  - (iv) Building plans to be submitted to the **KINONDONI MUNICIPAL COUNCIL** within six months from the commencement of the Right.
  - (v) Building construction to begin within six months after the approval of the plans.
  - (vi) Building to be completed within thirty six months from the commencement of the Right.
3. **USER:** The land and the buildings to be erected thereon shall be used for **Service Industries** purposes only. **Use Group 'M' Use Classes (a) and (c)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The Occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the Right for good cause or in Public interest.

**KINONDONI MUNICIPALITY**



LOCATION: KUNDUCHI RTD  
BLOCK: " D "  
PLOT No: 2049  
L.O. No: 922064  
AREA: 8402 SQ.M



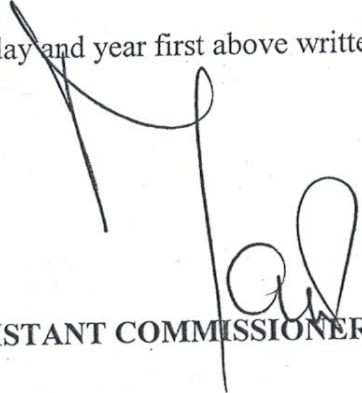
The issues of this plan implies no gurantee or admission of tittle by the government.

The plan prepared in accordance with Registered Plan No. 95660  
is approved for purpose of the Land Registration Act 334.  
Director of Surveys and Mapping *[Signature]* Date 06/08/18  
Ministry of Lands Human Settlements Development Dodoma

**SCHEDULE**

**ALL** that land known as **Plot No. 2049 Block 'D'** situated at **Kunduchi RTD Area in Kinondoni Municipality** containing **eight thousand four hundred and two (8402) square metres** shown for identification only edged **black** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **95660** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

**GIVEN** under my hand and official seal the day and year first above written.



**ASSISTANT COMMISSIONER FOR LANDS**

I, the within named **FAUSTINA JOHNSON MWANKENJA** as a **Legal Personal Representative of the Late EMMANUEL MWANKENJA (Deceased)** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

**SIGNED and DELIVERED** by the said )  
**FAUSTINA JOHNSON MWANKENJA** )  
who is known to me personally/identified )  
to me by — )

*F. Mwanjenja*

the latter being known to me personally )  
in my presence this 11 day of )  
JUNE 2018. )

(Witness's) )  
Signature: *[Signature]* )

Postal Address: *Box 19957 D.S.M.*

Qualification: *ADVOCATE*

