

**LEASE AGREEMENT**

**BETWEEN**

127-364-184

**M/S TD UNITED INVESTMENT LIMITED**, of Post Office Box Number 23115, Plot No. 3, Nelson Mandela, Tabata Industrial Area, Dar es Salaam.

**AND**

**M/S CANDA (T) INVESTMENT CO. LTD** of Post Office Box Number 23115 Dar es Salaam

**DRAWN BY:**

**Kelvin Bakebula, Esquire**  
Steward & Shitong Attorneys,  
Plot No 2478/5,  
Sea View/Obama Drive,  
Upanga, Opposite Azania Bank formerly Bank M,  
P.O Box 105246.  
Dar es Salaam.  
Phone: 0767 893 000

## LEASE AGREEMENT

THIS AGREEMENT is made this 20<sup>th</sup> day of December 2022.

### BETWEEN

**M/S TD UNITED INVESTMENT LIMITED**, a limited liability Company incorporated in the United Republic of Tanzania with its registered office at Dar es Salaam and of Post Office Box Number 23115, Plot No. 3, Nelson Mandela, Tabata Industrial Area, Dar es Salaam, duly represented Mr. Zhiqiang Du, Executive Manager (hereinafter called "**Lessor**" which expression shall where the context so admits include its successors and assigns of the second part;

### AND

**M/S CANDA (T) INVESTMENT CO. LTD** a limited liability Company incorporated in the United Republic of Tanzania with its registered office at Dar es Salaam and of Post Office Box Number 23115 Dar es Salaam (hereinafter called "**the Lessee**" which expression shall where the context so admits, include its successors and assigns of the third part.

### WHEREAS:

- a. The Lessor is the lawful owner/Lessee of warehouse located on piece of land identified as Plot No. 3, Mandela Road, Tabata Industrial Area, Dar es Salaam (hereinafter referred to as "the Demised Property"
- b. The **Lessor** is desirous of subleasing part of the premises to the lessee to hold and enjoy the same for business purposes on terms and conditions hereinafter appearing.

### NOW THIS AGREEMENT WITNESSETH as follows:

1. In consideration of the rent and the LESSEE'S covenants hereinafter contained, the LESSOR hereby demise unto the LESSEE the area at the premise limited to the warehouses and relevant open space according to the limits highlighted in red colour in the attached map enclosed herewith and to be always read as part of the lease agreement.
2. The **Lessor** hereby demises unto the **Lessee** ALL THAT demised property TOGETHER WITH the right of access TO HOLD into the Lessee for a term of **Three (3) YEARS** with an option to renew commencing on **1<sup>st</sup> day of January, 2023** to **30<sup>th</sup> December, 2025** at a monthly rent of **TShs 6,000,000/=** (Tanzania Shillings Six Million Only) payable by the Lessee in advance to the Lessor against Tax Invoice payable in one lump per year the sum totalling **TShs 72,000,000/=** VAT inclusive.
3. The Said Rent shall be paid in advance to the Lessor at the end of each year.

4. Not to make any alterations in additions to the demised premises without first obtaining the written consent of the Lessor. Notwithstanding the foregoing, the Lessee shall have right during of the term of these leases, to affix outside office signs and insignia on the demises premises. Any fixtures, additions or structure so placed shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to vacating the premises; and the Lessee, if required by the Lessor, shall restore the premises to the same under this Lease, except for reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control.
5. The Lessor hereby agrees that if the tenancy hereby created, shall be determined for any reasons whatever at the instance of the Lessor, including, sale of the Demised Property to a third party, the Lessee shall be entitled to compensation of Rent paid in advance for the unexpired term of the Lease.
6. At any such time not later than **one months** before this lease expires, the **lessee** may serve a notice to the **Lessor** signifying his intention to renew the lease term at the time of expiry of this lease if he so wishes.
7. If the Lessee is desirous of taking a new of the Demised Property after the expiration of the term hereby granted and of such his desire to the Lessor, give notice in writing not less than **One months** before the expiration of the said term then the Lessor shall at or before the expiration for the term hereby granted, grant to the Lessee a new lease of the Demised Property for a further term of one year or further 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 hereto not less than three months before the expiration of the said term.
8. **THE LESSEE HEREBY COVENANTS with the LESSOR;**
  - (i) Shall pay rent reserved as and when due as previously mentioned and to pay to the relevant tax to Tax Revenue Authority the statutory tax taxes customarily due by the lease.
  - (ii) Shall pay the gross rent to the LESSOR every term in advance where the **Lessor** shall provide relevant copies of payment of Withholding Tax Receipts to the **Lessee**.
  - (iii) Shall pay, as and when due, all taxes and municipal levies such as but not limited to business license, fire, Environment, Osha, sewage and *et cetera*.
  - (iv) Shall maintain the premise in good state & return the same to the lessor in same condition as received except for a reasonable wear & tear
  - (v) 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.

- (vi) Not to assign, sublet or part with the possession of the demised property hereby demised without the written consent and permission of the **Lessor**.
- (vii) To use the demised premise for commercial purposes only & strictly within the term its company objectives: and not to use the demised premise for illegal purposes or in a way which will deviate from laws of the land.
- (viii) Shall allow wide and unhindered access to the Lessor enabling the smooth construction and subsequent use of the showroom.
- (ix) Shall, at its own cost procure all risks including but not limited to damages arising from and in connection with fire, flooding and third party's claim/pretences.

**9. THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:**

- (i) To give vacant possession of the Demised Property to Lessee, free of any kind of occupation.
- (ii) The Lessee paying the rent hereby agreed upon, observing and performing the covenants and stipulations herein on the part of the Lessee contained, shall peacefully hold and enjoy the demised property during the term created without interruption by the Lessor.
- (iii) Shall allow the Lessee to enter the premise before commencement of the lease period to enable the Lessee to prepare for his business i.e. lessee's business after execution of this lease agreement.
- (iv) Shall build and occupy the lower part of showroom in the demised premise whilst allowing the Lessee's use of the front part.
- (v) It shall pay all outstanding arrears and future land rent charges together with any other levies or outgoing in respect of the leased premises.
- (vi) For security purposes, it shall construct two (2) walls extending from both sides at the warehouse demarcating the demised premise from the rest of the leased premise.

**10. PROVIDED THAT, ALL THE ABOVE AGREED AND STATED, PARTIES HEREBY DECLARE AS FOLLOWS;**

- (i) It is mutually agreed that the rent herein shall not at any time be reviewed during the term of the lease period hereby initially agreed.
- (ii) That the tenancy hereby created shall be determinable at the option of either party by giving the other party a three-month notice in writing.

- (iii) That if the **Lessor** gives notice in writing to the **Lessee** as above, without reasonable cause and where the **Lessee** has not breached any of the covenants in this lease agreement, the **Lessor** shall compensate the **Lessee**.
- (iv) The Lessee shall pay stamp duty in respect of registration of lease agreement.
- (v) If the Lessee desire to terminate the term created herein, he shall give to the Lessor *3 Month Notice* in advance in writing of the Lessee's intention to terminate the lease and on expiry of the said notice and this Lease Agreement shall terminate upon the Lessee properly and timely vacating possession of the leased premise and handing over the same to the Lessor.
- (vi) The Lessor shall not be either liable or responsible in respect of any liability, loss, injury, death or any kind of damage whatsoever accrued to the lessee property, clients and staffs during subsistence of the lease agreement.
- (vii) This lease agreement constitute the complete and exclusive statement of the achieved agreement between parties with respect to the subject matter(s) of this lease agreement hereby superseding any and all prior oral or written proposal, undertakings, representations and agreements of any nature whatsoever and the parties shall always refer to the contents of this lease agreement only whilst making reference to the interpretation of the terms and conditions of their respective promises.
- (viii) The contents of this Lease Agreement may only be modified by mutual written agreement between the parties; no oral amendments/modification shall be either admitted or permissible.
- (ix) The Tenant shall bear all costs incidental to the preparation stamping and registration of this Agreement and the sub-Lease but the Company shall bear all costs in connection with the preparation of the Lease.
- (x) This lease shall be executed in two copies each of which shall be treated as original, governed, and construed in accordance with the laws of United Republic of Tanzania.

IN WITNESS whereof this Agreement has been duly executed by the parties hereto the day and year first hereinbefore written.

SEALED & STAMPED at Dar es Salaam by the said Chen Hanlin  
on behalf **TD UNITED INVESTMENT LTD** who are known to me  
personally/ identified to me by..... the  
latter being personally known to me in my presence this 20th day  
of Dec 2022.



Signature 杜志强  
Address Po Box 23115 DSM  
Qualification Technical Director

SEALED & STAMPED at Dar es Salaam by the said Jia Yao Huang  
on behalf **CANDA (T) INVESTMENT CO. LTD** who are known to me  
personally/ identified to me by..... the  
latter being personally known to me in my presence this 20th day  
of Dec 2022.



Signature JYA  
Address Po Box 23115 DSM  
Qualification Director

BEFORE ME

Rickey



Stamp Duty Receipt  
Stamp Duty Collected: 610,169.49  
Receipt No: 998419972305  
Dated: 26/01/2023  
Registrar - Mwanza

Rent - 6,101,694.92  
Stamp - 610,000.00 610,169.49  
26/01/2023  
[Signature]



# TANZANIA REVENUE AUTHORITY

ISO 9001:2015 Certified

## CERTIFICATE/REMITTANCE SLIP IN RESPECT OF WITHHOLDING TAX ON

### Withholding Tax - Rental (Land and Building)

Name of TAXPAYER/WITHHOLDER: CANDA (T) INVESTMENT COMPANY LIMITED

TIN: 140380598

Name of WITHHOLDEE: TD UNITED INVESTMENT LIMITED

TIN: 127364184

I hereby certify that, we have this date of 23/12/2022

deducted prior in favour of the Commissioner for Domestic Revenue Department/Large Taxpayer Department withholding tax from the above named person as follows:

Gross Amount Paid/Payable (VAT Exclusive) 61,016,949.20 TZS

Tax withheld at 10% 6,101,694.92 TZS

further certify that the above Tax has been REMITTED in TRA's Commissioner for Domestic Revenue/Commissioner for Large Taxpayers Bank Account.

Tax was withheld from the following Invoice(s):

<u>Invoice No.</u>	Gross Amount (VAT Exclusive)
0001	61,016,949.20
	<hr/>
	61,016,949.20

Official Stamp .....

Control No:

998419972305



# TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue

## TAX PAYMENT SLIP

Name of Account Holder(s): N/A  
 Bank Account Number: N/A  
 Name of Commercial Bank: N/A  
 Mobile Phone: 0755200888

Please transfer from my/our account the amount of TZS 610,169.49

Amount in Words: Six Hundred Ten Thousand One Hundred Sixty Nine and Forty Nine Cents Only

Value Date: 31/12/2022 00:00:00  
 To: Commissioner for Domestic Revenue  
 Tanzania Revenue Authority  
 CRDB BANK LTD

Details of Payment: 998419972305  
 TIN: 140380598

### TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

CANDA (T) INVESTMENT COMPANY LIMITED

D11414102A610169.49Y2023



### ACKNOWLEDGEMENT OF RECEIPT

TAXPAYER NAME CANDA (T) INVESTMENT COMPANY LIMITED  
 Signature ..... Date ...../...../20  
 BANK REFERENCE 6032722312  
 Signature ..... Date ...../...../20  
 RECEIPT DATE 23/12/2022

Bank use only  
 Reference number

23:22:52

Note to Commercial Bank: CONTROL NO 998419972305  
 Please capture the above information correctly.  
 TIN 140380598

RECEIPT NO 31149562

Date: Friday, 23 December 2022 Time: 11:17:25 (11:17:25 AM)

GePG RECEIPT NO 922357148062258

AMOUNT 610,169.49



## ACKNOWLEDGEMENT OF RECEIPT

<b>TAXPAYER NAME</b>	CANDA (T) INVESTMENT COMPANY LIMITED
<b>BANK REFERENCE</b>	6032722312221220
<b>RECEIPT DATE</b>	23/12/2022 12:22:52
<b>CONTROL NO</b>	998419972305
<b>TIN</b>	140380598
<b>RECEIPT NO</b>	31149562
<b>GePG RECEIPT NO</b>	922357148062258
<b>AMOUNT</b>	610,169.49

Control No:

998420747873



# TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue Department

## Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): CANDA INVESTMENT COMPANY LIMITED  
 Bank Account Number: XXXXXXXXX  
 Name of Commercial Bank: CRDB BANK PLC  
 Mobile Phone: 0755200888

Please transfer from my/our account the amount of TZS 6,101,694.92

Amount in Words: Six Million One Hundred One Thousand Six Hundred Ninety Four and Ninety Two Cents Only

Value Date: 31/12/2022 00:00:00

To: Commissioner for Domestic Revenue Department  
 Tanzania Revenue Authority  
 Bank of Tanzania

Account Number: 9921134701  
 SWIFT Code: TANZTZX

Details of Payment (field 70 of MT103): 998420747873  
 Taxpayer TIN: 140380598

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

CANDA (T) INVESTMENT COMPANY LIMITED

W11121119A6101694.92M12Y2022



### ACKNOWLEDGEMENT OF RECEIPT

Signature ..... Date ...../...../20.....  
 Signature ..... Date ...../...../20.....  
 TAXPAYER NAME CANDA (T) INVESTMENT COMPANY LIMITED  
 BANK REFERENCE 001371222215447  
 RECEIPT DATE 23/12/2022 13:27:08

Bank use only  
 Reference number

#### Note to Commercial Bank:

- Please capture the above information correctly.
- Field 70 of MT103 carries a payment control number, must be captured correctly.

CONTROL NO 998420747873  
 TIN 140380598

RECEIPT NO 31151952

GePG RECEIPT NO 922357148091449

AMOUNT 6,101,694.92



## ACKNOWLEDGEMENT OF RECEIPT

<b>TAXPAYER NAME</b>	CANDA (T) INVESTMENT COMPANY LIMITED
<b>BANK REFERENCE</b>	0013712222165447
<b>RECEIPT DATE</b>	23/12/2022 13:27:08
<b>CONTROL NO</b>	998420747873
<b>TIN</b>	140380598
<b>RECEIPT NO</b>	31151952
<b>GePG RECEIPT NO</b>	922357148091449
<b>AMOUNT</b>	6,101,694.92