

**THE LAND REGISTRATION ACT (CAP 334)**

**LEASE AGREEMENT**

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**BETWEEN**

**SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED**

**AND**

**CAITOP TANZANIA LIMITED**

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**IN RESPECT OF THE LEASED PROPERTY LOCATED ON  
PLOT NO. 19, BLOCK A, MKIU VILLAGE,  
MKURANGA, COAST REGION.**

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## **LEASE AGREEMENT**

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This **LEASE AGREEMENT** is made on this 28<sup>th</sup>, day of April, 2023.

### **BETWEEN,**

**SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LTD**, a limited liability company duly incorporated and existing under laws of Tanzania and having its registered office situate at Plot No.19, Block A, Mkiu Village, Mkuranga, Coast Region, Tanzania, P.O. Box 32228 Dar es Salaam (hereinafter referred to as “**the Lessor**”) which expression shall, where the context so requires, include the Lessor's corporate representatives, successor in title and permitted assignees) of the one part;

### **AND**

**CAITOP TANZANIA LIMITED**, a limited liability company duly incorporated and existing under laws of Tanzania, the CERTIFICATE OF INCORPORATION NO. 165200381 and having its registered office situate at MKIU VILLAGE, MKURANGA, Coast Region, P.O. Box 61445, DAR ES SALAAM, (hereinafter referred to as “**the Lessee**”) which expression shall, where the context so requires, include the Lessee's representatives, successor in title and permitted assignee of the second part;

### **WHEREAS:**

- A. The Lessor is the registered owner of the Land; located at PLOT NO. 19, BLOCK A, MKIU VILLAGE, MKURANGA, COAST REGION being held under a Certificate of Title within the United Republic of Tanzania
- B. The Lessor is desirous of leasing total 48 quare Metresto use for operation business: include ONE OFFICE with total size of TWENTY Square Metres (20 sqm) for office use, and one residence room with twenty eight square Metres (28 sqm)
- C. The Lessor has agreed and the Lessee will at its own expense for renovation. Whereas the lessor shall not be entitled to pay any compensation upon expire of lease agreement;
- D. The Lessor and the Lessee have agreed to work together, to obtain all consents and/or permits (if any) from the relevant authorities as it may be necessary in order to permit the develop temporary building structure on the Demised premises;
- E. The Lessor has agree to allow the Lessee to enter possession of the demise property for the necessary set up, preparations for business after sign agreement.

F. The Lessee shall occupy the Demised Premises for the Contractual Term on the terms and conditions herein contained.

**NOW THIS DEED WITNESSES** as follows:

## **1 DEFINITIONS**

1.1 In this agreement unless the context otherwise provides:-

**“Agreement”** Means this Lease Agreement between the Lessor and the Lessee of the above mentioned property;

**“Commencement Date”** Means 28<sup>th</sup> of APR, 2023, the date which this Lease Agreement shall become effective, unless otherwise expressed by the parties in this agreement.

**“Consideration”** Means the consideration of Tanzania Shillings 6000.00(Six thousand ) per month as the property rent only;

**“Demised Property/ Demised premises”** Means the piece of land “open space” within the land with specific size of Two Hundred and Fifty Six (256) Square Meters only, within on Plot Number 19, Block ‘1’ situated at MKIU.

**“Grace period”** Means date from 28<sup>th</sup> April 2023 to 27<sup>th</sup> July 2023

**“Law”** Means the laws of the United Republic of Tanzania;

**“Lease Period”** Means the tenure of this Lease Agreement which is 36months

**“Parties”** Means the signatories to this Agreement and or legal constituted representatives.

**"Rent"** means Tshs. Shillings 6000.00(Six thousand /= per square meter per month as provided in clause 2 hereunder.

**“Ths”** Means the Tanzania Shillings, the currency of the United Republic of Tanzania.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.
- 1.4 Unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.
- 1.5 Expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- 1.6 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the interpretation Clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.8 The Recitals and Annexes to this Agreement are deemed to be incorporated in and form part of this Agreement.

## **2 DEMISE AND CONSIDERATION.**

In pursuance of this Agreement and in Consideration of the rent hereby reserved and the Lessee's Covenants hereinafter mentioned, the Lessor hereby demises unto the Lessee the Demised Premises for a **period of 36 months with effect from 28<sup>th</sup> day of APR 2023 and ending on 27<sup>th</sup> day of APR, 2026.**

### **2.1 Payment of the Rent.**

Demised premises for forty eight Square Metres (48 sqm), The rent herein reserved shall be Tsh Shillings 6000.00 (Six Thousand Only) per square meters, that is to say Tshs 288,000.00 (Tanzania Shillings two hundred eighty eight Thousand Only) per month (hereinafter to be referred to as "The Rent").

2.2 all the rent and service charge to be paid in advance after sign the lease agreement.

## **3 LESSOR'S WARRANTIES AND REPRESENTATIONS.**

The Lessor warrants and represents to the Lessee that it is the legal owner in possession of the property herein and that it is legally capable and duly authorized to enter into this lease agreement and perform all the obligations set out herein.

#### **4 LESSEE'S RIGHTS AND OBLIGATIONS.**

The Lessee hereby covenant with the Lessor as follows:

- 4.1 To pay the rent in advance basis as agreed in clause No 2 of this agreement.
- 4.2 To erect the temporary and removable structure building, upon during expiration of tenancy agreement building shall be removed without affect the land.
- 4.3 Lessee shall conduct business of Restaurant and Juice as agreed. The business activities shall be conducted up to midnight (00.00pm). The business shall be operated with low music sound that shall not create annoyance or nuisance or any danger to the public, neighbors or Lessor.
- 4.4 The Lessee shall comply in all respects with the requirements of any status applicable to the demised premises or business activities for time being carried on there, and other obligations so applicable imposed by law or by any bylaws.
- 4.5 The lessee shall no carry out any other business without prior consent from the Lessor. The Demised premises located at high profile area, nightclub business strongly prohibited by the lessor.

The Lessee shall bear the cost of stamp duty in connection with this Agreement

- 4.6 The Lessee shall pay all bills for sanitary, all rates and charges for consumed of electricity and water. The Lessor undertakes to install Electricity and water meter to separate with other lessee, in respect of demises premises. Prior to install separate electricity and Meter the Lessor shall connect and allow lessee to use common electricity and water meter installed whereby the lessee shall contribute payment of bills of every month as per clause 4.8
- 4.7 The Lessee shall be responsible for the garbage produce in respect of demised premises for collection and keep within lessee confined area and dispose of every day for its lessee' cost. The lessee shall not be dumping garbage produced from its business to any other area except to collect and keep it in demised premises and dispose off to the dump directed by local Government.

- 4.8 That Lessee and the Lessor shall pay bills that are sharing as service consumed to include water and electricity, prior to separation of electricity and water meters. Lessee shall pay other services consumed by suppliers and must comply with the law requirements and regulations of respective supplier.
- 4.9 The Lessee shall bear and be responsible for the costs of security personnel, fire certification and safety, and shall be responsible for entire security for the at Lessee's demised premise during the entire tenancy period.
- 4.10 At all times to keep the exterior common sharing area of the demised premises and the appurtenances thereof including doors, windows and other fixtures, fittings, fastening, electrical wires, water drains, water fittings and other pipes and paintings thereof in substantial repair and good condition, not to do any alteration that will affect the physical appearance of the premises without any prior notice from the Lessor.
- 4.11 Lessee must keep the demised property and its surrounding ground of the demised premises clean and tidy and clear of all rubbish. Lessee shall, at all time complied with all local authority regulations in respect of general cleanness.
- 4.12 To permit the Lessor and or his agents with or without workmen at all reasonable times during day time by prior appointment to enter upon the demised premises for the purpose of viewing and executing any repair necessary under the covenants herein contained.
- 4.13 Not to assign or sublet the entire with the possession of the demised premises thereof without the written consent of the Lessor, PROVIDED ALWAYS that the occupation of the demised premises thereof by any person in the service or employment of the Lessee shall not constitute an assignment, underlies or parting with the possession of the demised premises thereof.
- 4.14 Not to use the demised premises in a way that would create annoyance or nuisance or any danger to the public, neighbors or other Lessees.
- 4.15 To insure and keep insured its private properties in the demised premises.
- 4.16 On the expiration or sooner after termination of the term hereby granted, to deliver up the demised premises to the Lessor in good tenable condition and remove all lessees' belongs that fixed during erected building and maintained demised premises in

accordance with covenants and conditions herein contained. Should any unreasonable damage occur the Lessee will be responsible for the costs of such damage.

4.17 The Lessee shall keep the Lessor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Lessee, or any persons at the demised premises expressly or impliedly with the Lessee's authority and under his control or any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

## **5 LESSOR'S RIGHTS AND OBLIGATIONS.**

5.1 During the subsistence of this agreement not to sell, assign, transfer, lease, sublet or otherwise dispose and deal with the demised premises in a manner prejudicial to the Lessee's right contained under this agreement.

5.2 Lessor shall provide water for general business use unnecessary wastage and leave of the tap running is strongly prohibited by the lessor.

5.3 During the subsistence of the lease, the Lessor will be responsible for payment of property tax, land rent and withhold Tax of this lease agreement and other existing site rates.

5.4 To permit the Lessee hereby observing and performing the agreed covenants to peacefully, quiet enjoyment and possession of the demised premises for the duration of the lease.

5.5 If at any time the demised premises are rendered unfit for use by accidental fire or other causes beyond the control of the Lessee, the Lessor shall allow the Lessee an abatement of all or part of the said rent proportionate to the existence and duration of the damage until the demised premises shall be fit for use again.

5.6 The Lessor warrant the Lessee that in the event the Lessor wish to dispose the demised premises by way of sale, it is agreed that the Lessor shall:

5.7.1 The Lessor shall give the Lessee a notice of not less than thirty (30) days to vacate.

5.7.2 The Lessee shall, within 30 days of receipt of notice as per paragraph 5.7.1 notify the lessee in writing shall vacate the demised premises on the terms set forth in the notice.

**6 PROVIDED ALWAYS** and it is hereby agreed and declared that.

- 6.1 In the event the Lessee fails to comply punctually with any provision or obligations of this lease Agreement, whether it is a material provision or not, the Lessor shall be entitled to notify the Lessee in writing of failure and make demand to Lessee to rectify the failure within three (3) days from the date of the notice and should the Lessee fail to remedy the breach by said date, the Lessor will then be entitled without prejudice to any other rights which it may have and without further notice or process to terminate.
- 6.2 The parties may renew the lease agreement subject to consent of both parties. The Lessee may notify the Lessor in writing the intention to renew lease agreement, a one (1) month notice prior the expiration of lease. In event no consent from Lessor, this lease agreement shall automatically terminate upon expiration of tenancy period.
- 6.3 Either party may by giving thirty (30) days written notice assigning reasons, terminate this agreement, reasons which should not be unreasonably withheld and any advance amount paid for the remaining lease period shall be refunded on special mutual agreement and with interests amounting to 10%.
- 6.4 Any Notice or demand hereunder may be duly given to either party by prepaid post letter or other speedier mode of communication or transmission whether manual or electronic including but not limited to telex, facsimile and E-mail properly addressed to the addresses herein below written and shall be effectual notwithstanding any change of address/addresses and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes fourteen (14) days after the posting or transmission or service thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the post.
- 6.5 The parties choose as their *domicilia citandi et executandi* ("domicilia") their respective addresses set out in this clause for all purposes of giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this agreement, as follows: -

**Lessor:**

**SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LTD**

ADD:Plot No.19, Block A, Mkiu Village, Mkuranga, Coast  
Region,Tanzania

Contact person: Mr.Jack Feng

Mobile phone No: +255(0)736211111

Email address: md@glasapphire.com

**Lessee:**

**CAITOP TANZANIA LIMITED**

ADD:MKIU VILLAGE, MKURANGA, Cost Region, P.O. Box 61445, DAR ES  
SALAAM

Contact Person:MR.SUN HAO

Mobile phone No:+255(0)657424733

Email address:CAITOPTZ@HOTMAIL.COM

- 6.6 No representative and no agent of, or person employed by THE PARTIES, have any authority to alter or vary in any way, the terms and conditions hereof, unless agreed and resolved to by the Parties in writing.

**7 DISPUTE RESOLUTION.**

In the event of any dispute or difference arising between the parties in relation to or arising out of this Agreement, the parties shall forthwith, upon receipt of a notice in writing from the Party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In the event the parties fail to reach a settlement within a period of fourteen (14) business days either Party may refer the dispute or difference to a single arbitrator under the provisions of the Arbitration Act, Cap. 15 of the Laws of Tanzania

7.1 The appointment of the Arbitrator shall be final and binding on the Parties.

7.2 The arbitration shall take place in Dar es Salaam, Tanzania;

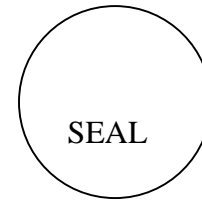
- (i) The decision of the Arbitrator shall be final and binding on the parties; and
- (ii) The decision may be made an order of a court of competent jurisdiction

- 8 This agreement is construed in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the day and year hereinafter appearing.

**THE LESSOR:**

**SEALED** with the **COMMON SEAL** and  
**DELIVERED** at **MKIU** by the said  
**SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LTD**  
in our presence this .... day of ..... 20



Full Name: Mr. Jack Feng

Address: Plot No.19, Block A, Mkiu Village, Mkuranga, Coast Region, Tanzania

Signature: 冯 辉

Designation: Director



Full Name:

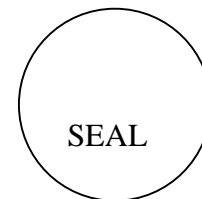
Address: Plot No.19, Block A, Mkiu Village, Mkuranga, Coast Region, Tanzania

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

Designation: Director/ Company Secretary

**THE LESSEE:**

**SEALED** with the **COMMON SEAL** and  
**DELIVERED** at **MKIU** by the said  
**CAITOP TANZANIA LIMITED**  
in our presence this ..... day of ..... 20



Full Name: QIU LIANG

Address: P.O. Box 61445 dar es Salaam

Signature: 袁 靓

Designation: Director



Full Name: SUN HAO

Address: P.O. Box 61445 dar es Salaam

Signature: 孙 浩

Designation: Director/ Company Secretary