

LEASE AGREEMENT

BETWEEN

**IDDI KASSIM IDDI
(LAND LORD)**

AND

**XIN YU INVESTMENT
(TENANT)**

LEASE AGREEMENT

THIS TENANCY AGREEMENT is made on this 20th day of November 2024 between **IDDY KASSIM IDDI** of Dar es Salaam region, (hereinafter referred to as the "**THE LANDLORD**") which expression shall where the context so admits include her Successor and Assigns of the one part;

AND

XIN YU INVESTMENT a limited liability company, duly registered under the companies Act Cap 212 R.E 2002, of P.O. Box 2886 Dar es Salaam (hereinafter referred to as "**THE TENANT**") of the other part;

WHEREAS THE LANDLORD is the owner of an area with a total of 2000 square meters located at Segese village, in Kahama district, within Shinyanga region.and

An area with a total of 2000 square meters located at Isonda village, Nyungwa, Nyang'hwale district, within Geita region hereinafter referred to as the demised premises, and;

WHEREAS THE LANDLORD has agreed to lease the demised premises to **THE TENANT** for **COMMERCIAL** purposes only on terms and conditions as appearing hereunder:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That the monthly rent shall be Tshs. FOUR HUNDRED THOUSAND (Tshs. 400,000/-) each where the total **RENT SHALL BE** TShs. EIGHT MILLION AND SIX HUNDRED THOUSAND only (TShs. 9,600,000 /=-) per year which shall be paid six months in advance throughout the lease period.
2. **THE LANDLORD HEREBY DEMISES** into **THE TENANT ALL THAT** demised premises **TO HOLD** the same for a term of **FIVE YEARS** with the option to renew on expiry, commencing on the 20th day of November 2024 and expires on the 20th day of November 2029

THE TENANT HEREBY COVENANTS with THE LANDLORD as follows:-

- a) To pay for all rates and charges for the use of water, electricity, and garbage collection in respect of the demised premises during the said term.
- b) At all times to keep the demised premises in good condition.

- c) To permit the **LANDLORD** and his agents with or without workmen at all reasonable times during the daytime by prior appointment to enter upon the demised premises for the purposes of viewing and executing any repair necessary.
- d) Not to make any alterations or additions to the demised premises without first obtaining the written consent of the **LANDLORD**.
- e) Not to assign, underlet or part with possession of the demised premises or any part thereof without the written consent of the **LANDLORD**, such consent not to be unreasonably withheld **PROVIDED ALWAYS** that the occupation of the demised premises or any part thereof by any person in the service or employment of the **TENANT** shall not constitute an assignment, under lease or parting with the possession of the demised premises or any part thereof.

1. THE LANDLORD HEREBY CONVENANTS WITH THE TENANT as follows:

- a) To pay all existing and future land rents, and other rates, taxes, which are now payable by the **LANDLORD**, or which may be thereafter imposed or charged on the **LANDLORD** in respect of the demised premises.
 - b) **THE TENANT** paying rent herein above and performing and observing the several covenants and stipulations herein on its part shall be entitled peacefully to hold and enjoy the demised premises during the term of the lease without any interruption by the **LANDLORD** or any person.
2. **EITHER PARTY** shall be at liberty to terminate this Agreement by giving the other party ninety-days' notice of the desire to do so.
3. **EITHER PARTY** shall be at liberty not to renew the contract by giving the other party ninety (90) days notice of the desire not to do so.

IN WITNESS WHEREOF THE LANDLORD and **THE TENANT** have respectively executed this deed on the day of year in the manner herein after appearing.

SIGNED and **DELIVERED** at Dar es Salaam
by the said **Iddi Kassim Iddi** who is known
known to me personally/identified to me by
_____ the latter being
personally known to me, this 20th day of
November 2024.

Iddi Kassim Iddi

LANDLORD

Before me;

NAME: Hendrick Daniel Matiku
ADDRESS: P.O. Box 33984 Dar es Salaam
SIGNATURE: *Hendrick Daniel Matiku*
QUALIFICATION: ADVOCATE



SIGNED and **DELIVERED** at Dar es Salaam
with the XIN YU INVESTMENT in our presence
this 20th day of November 2024

SEAL

NAME: _____
ADDRESS: _____
SIGNATURE: _____
QUALIFICATION: DIRECTOR

Before me;

NAME: Hendrick Daniel Matiku
ADDRESS: P.O. Box 33984 Dar es Salaam
SIGNATURE: *Hendrick Daniel Matiku*
QUALIFICATION: ADVOCATE



LEASE AGREEMENT

THIS LEASE AGREEMENT is made this day of 11th November, 2024 between MAIRA & ADHIS COMPANY ADVOCATES of P.o. Box 2886 DAR ES SALAAM (hereinafter referred to as the LANDLORD) on one part and XIN YU INVESTMENT LIMITED of P.o. Box 2886 DAR ES SALAAM (Hereinafter referred to as the TENANT) on the other part

WHEREAS THE LANDLORD is the legal occupier of all those buildings, improvements and erections (hereinafter called the building) erected on land known as House No. 17 Plot No. 9 Block A, Usalama Drive, Msasani, Kinondoni Municipality, Dar es Salaam

AND WHEREAS the Tenant is desirous of renting part of the building (Hereinafter referred to as the premises) and the Landlord is ready to let the same upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Landlord hereby demises unto the lessee the premises for commercial purposes only for a period of thirty six months from 11th November 2024 to the 10th May 2027 paying during the said term the monthly rate of Tshs 300,000 (Three Hundred thousand) payable six months in advance exclusive of any statutory tax chargeable in respect thereof.
2. That the rent of Tsh. 1,800,000 (one Million Eight Hundred Thousand only) for the first six months shall be paid to the Landlord by the Tenant at the time of signing this agreement.
3. THE TENANT HEREBY COVENANTS with the Landlord as follows:
 - (a) To pay the reserved rent on the days and in the manner aforesaid
 - (b) The Tenant shall not assign, change, sublet or part with the possession of the demised, property or any part thereof without the consent in writing of the Landlord.



- (c) The Tenant shall not make any alterations to the leased premises without obtaining prior written consent of the Landlord and any such renovations/alterations shall be done at the tenant's cost and thereof form part of the building. The Tenant shall not remove anything from the lease premises at the end of the contract period.
- (d) The Tenant shall during the subsistence of this Agreement permit the Landlord, his Agent or workmen to enter the demised premises at reasonable and convenient hours of daytime by giving three days' notice.
- (e) The Tenant shall at all times during the term of this agreement keep the demised premises in good and substantial repairable condition (reasonable wear and tear).
- (f) The Tenant shall not permit upon the premises anything that may be considered illegal or anything which may act to tarnish the good relations in the neighborhood.
- (h) The Tenant shall pay and discharge all assessments and charges whatsoever payable in respect of consumed water, gas, electricity and sewerage which during the said term that shall be imposed or charged on the premises.

4. THE LANDLORD COVENANTS with the tenant as follows:

- (a) Shall keep in good repair and tenantable condition the exterior of the premises.



5. For as long as the Tenant meets the conditions herein contained, the lessee shall quietly hold and enjoy the demised premises without any interference or interruption from the Landlord or any one claiming title under him.
6. The Tenant is free to arrange its own security
7. That each party to this agreement shall be responsible for arrangement in obtaining and paying for insurance of its contents and belongings.
8. If the LANDLORD or TENANT wishes to terminate the lease before the agreement period, Three months period notice shall be given to the opposite party and the rent for the remaining term shall be refunded in case the same is terminated by the LANDLORD while in case of TENANT the remaining rent if any, shall not be refunded.
9. At the expiration of the term herein created, the tenant shall peacefully yield to the Landlord vacant possession of the demised premises handing over the keys of the demised premises personally to the landlord.
10. The lease is renewable after expiry of one year, on new agreed terms, upon any party giving notice of at least one (one) month in advance. And the tenant has the first priority to renew.
11. This one year Lease agreement is renewable by mutual agreement between the parties. Any amendments or alterations to the provision of this agreement shall be by mutual agreement between the parties.

SIGNED and DELIVERED by the said Mpaji JhA'RA a ADt-us
Admaya for and on behalf of Maira & Adhis
Company Advocates at Dar es Salaam in my]
Presence this day of November, 2024

COMPANY ADVOCATE:
P.O. Box 2886
DAR ES SALAAM
LANDLORD


Certified True Copy of the Original
Ally Yusuph Makamba
Advocate, Notary Public & Commissioner
for Gathu
Sign: 
Date: 26/11/2024

SIGNATURE

Daniel



ADDRESS

32196 D57

QUALIFICATION

ADVOCATE / NOTARY

STAMPED with the Common Stamp of the said] Xin
Yu Investment Limited in my presence at]
my presence at]
Dar es Salaam this

day of November, 2024

Richome

SIGNATURE

Daniel



ADDRESS

32196 D57

QUALIFICATION

ADVOCATE / NOTARY

