

THE REGISTRATION OF DOCUMENTS ACT
CAP 117

LEASE AGREEMENT

BETWEEN

WU ZHOU INVESTMENT COMPANY LIMITED

AND

EZYCARE COMPANY LIMITED

**THE REGISTRATION OF DOCUMENTS ACT
(CAP 117)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam within the Republic of Tanzania on this **1st** day of **January, 2025**.

BETWEEN

Wu Zhou Investment Company limited of P.O.Box **77128** Dar Es Salaam-Tanzania, as "the LESSOR", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

AND

Ezycare Company Limited of P.O.Box **72662** Dar es salaam-Tanzania, (hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

WHEREAS, the LESSOR is the owner of all those premises addressed at **Kisenvule, Mkuranga, Pwani, Plot No. 27**, and Dar es Salaam. (Hereinafter referred to as "the demised premises").

AND WHEREAS the LESSOR has agreed to let the demised premises referred hereinabove on the terms and conditions hereinafter contained.

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) The premises have **1,334 square meters**.
- (b) The Lessor hereby demises unto the Lessee the demised premises to hold the same for a period of **3years** commencing on the **1st day of January, 2025** and ending on **31st day of January, 2026** (hereinafter called effective date) (renewable by mutual written agreement) at a monthly rent of **Tshs. USD 1.2 per square meter per month** excluding taxes.
- (c) To pay all charges for electricity, telephones, Internet, DSTV & Cable TV, Water Charges and sewerage if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges.
- (d) It is specifically agreed that the power will be generated through TANESCO or Generator the power so utilized will be metered through a common meter provided by TANESCO. Units of power consumed between both sources will be prepaid by the tenant
- (e) To maintain the demised premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, etc., in good repair and tenantable condition fair wear and tear excepted.
- (f) Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statues or local regulations or By-

Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbors, or public.

- (g) To permit the Lessor or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the Lessee's Responsibility). The Lessor hereby indemnifies the Lessee against any loss or damage which may arise whilst the Lessor, its agents or servants are on the premises for whatever reason during the currency of this lease.
- (h) To use the demised premises for use and occupation as residential premises for use by one family only and not to assign sublet, or part with possession of the demised premises without the previous written consent of the Lessor, which consent shall not be unreasonably withheld. In the case of a company any misdemeanors or breaches of the occupants shall be automatically imputed upon the Company, Tenant, Lessee, jointly and severally in all respects with the occupant, and or the person committing the breach or misdemeanor. Such breach includes those committed by the agents, employees, or invitees of the Lessee, whether by carelessness or negligence.
- (i) Not to do or permit or suffer to be done anything whereby any insurance of the demised premises against loss or damage by fire or other risks covered by the Lessor's insurance policy may become void or avoidable or whereby the rate of premium for such insurance may be increased and in such case to reimburse the Lessor all such excess premium and to make good any losses suffered due to non-coverage of such occurrence.
- (j) To give notice of at least 3 Month before the expiry of the term hereby created to the Lessor expressing his (Lessee's) intention whether or not to renew the lease for a further term.
- (k) The Lessee is obliged by the TRA regulations to have this lease document duly registered with the Revenue Authorities by paying the necessary stamp duty assessed by TRA.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- (b) To pay all existing and future land rates taxes and outgoing in respect of the demised premises and provide the Lessee with full use and enjoyment of the demised premises without interruption from third parties.
- (c) To insure and keep insured, at the Lessor's discretion, the demised premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case demised premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human inhabitation the Lessor shall refund the rental for the concerned period provided the Lessee has vacated upon the happening of such an event.
- (d) The Lessor and/or his agents shall not be liable for any damage to any personal belongings or personal injury or personal life of the Lessee and/or the occupants of the demised premises, unless such loss is attributable to the Lessor and/or its agent's negligence.
- (e) The Lessee shall be responsible for safekeeping of his personal belongings

3. **PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:**

- (a) That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days after the same shall have become due and reasonable written notice has provided to the Lessee to remedy such arrears or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations here in contained and its part to be performed and observed (after the Lessee has received reasonable written notice to comply with its obligations) the Lessor shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other
- (b) The Lessee hereby gives undisputed/unconditional rights to the Lessor to enforce his right to re-occupy the demised premise and conduct his business in his normal course of business. The Lessor also has an option to charge to levy 2% Interest annually on overdue vets.
- (c) In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or tribunal in Dar es Salaam Tanzania for adjudication and settlement. The lessee has no rights under contract to withhold or delay rented payments for reason of repair and maintenance to the property which right is not lost by having paid their rents in advance.
- (d) The agreed rent is subject to review after every 2 year as agreed between both the parties.
- (e) Either party may terminate this agreement by giving a written notice to other party within at least 90 days in advance.
- (f) The Lessor and/or his agents shall not be liable for any injury (excluding injury caused by the Lessor or its agents willful or negligent conduct) whatsoever to the Lessee invitees servants or visitors of any kind wherever on the demised premises, including injury caused by the diligent working of machinery by tradesman on the demised premises and the Lessor Management Company gives no warranty that the swimming pool, gym, sauna/steam room and other amenities are legally or physically fit for The purposes intended and the Lessee is required to conduct personal verification and investigation in order to satisfy himself on the fitness of the same and uses at his own risk.
- (g) The Lessor shall keep the building(s) and his chattels insured against fire and theft and it is the responsibility of the Lessee to insure his or her own chattels against fire and theft and themselves personally against injury or death
- (h) The provisions of this lease may be amended from time to time by the parties and such modifications as the lessor and lessee may agree shall be in writing and supplemental to this lease.
- (i) Mode of payment should be made by either Crossed Cheque or Telegraphic transfer to

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS
AND SEALS the day year first above written.

SEALED with the COMMON SEAL of the said

And DELIVERED before us

this 1st day of January, 2025.

Name: Wu Zhou

Position: Managing Director

王文强

Signature:

Postal Address: P.o.Box 77128 Dar Es Salaam, Tanzania
WU ZHOU INVESTMENT CO, LTD
P.O.BOX 77128
DAR ES SALAAM – TANZANIA

SEALED with the COMMON SEAL of the said

And DELIVERED before us

GOLDLION FOODS COMPANY LIMITED

This 1st day of January 2025.

Name: HongDi Cai

HongDi Cai
MING BEAUTY PRODUCTS CO, LTD
P.O.BOX 15564
DAR ES SALAAM-TANZANIA

Signature:

Postal Address: P.o.Box 72662, Dar Es Salaam, Tanzania

Designation: DIRECTOR

The Witness

Signature *Theresa*

Name: THERESIA KIHOMWE

Address: P.O. Box 3310 DSM

Position: ADVOCATE Date: 15 January 2025

