

# LEASE AGREEMENT

This agreement is made on the 01<sup>ST</sup> Day of JULY, 2025.

## BETWEEN

**AFRITAT GENERAL COMPANY LIMITED**, of P. O. Box. **5617, DAR ES SALAAM**, a Private Limited Liability Company with Certificate of incorporation Number: **175826254** registered in the United Republic of Tanzania Under the Companies Act (Cap 212 R.E 2002) whose Head office is situated at Plot number 26, Kurasini Mji Mpya Street, Charambe Ward, Temeke District in Dar es salaam (Hereinafter to be referred to as "**Lessor**") on the one hand,

## AND

**CREATUN TRADING LIMITED** of P. O. Box 14128, a Private Limited Liability Company with Certificate of incorporation Number: **171739489** registered in the United Republic of Tanzania Under the Companies Act (Cap 212 R.E 2002) whose Head office is situated at Plot number 38, Manyema Street, Mbezi Juu Ward, Kinondoni District in Dar es salaam (Hereinafter to be referred to as "**Lessee**") on the other hand.

## WHEREAS

**The Lessor** and **the Lessee** shall be individually called as "**party**" and collectively called as "**Parties**".

The Lessor has represented himself to be a legal and beneficial owner of the property situated on Industrial Plot no. **P1517 at Kisarawe II, Mwasonga Street, Kigamboni Dar es Salaam** and has agreed to lease an area of around **6,000** square meter from the above plot which comprises of warehouse and open space (hereinafter collectively referred to as "**demised premises**") and is desirous of leasing the same to the "**Lessee**" for the purpose of factory establishment.

The Lessee is desirous of taking on lease the above-mentioned "Demised Premises" upon the terms and conditions hereinafter appearing:

## NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The period of tenancy herein referred to as the "**Contractual Period**" shall be for **05 (Five)** year starting from **01<sup>ST</sup> JULY 2025** to **30<sup>TH</sup> JUNE 2030** with two options for one being an option to renewal following one-month notice prior to the expiry date and the second option being an option to purchase the plot at an agreed price between the parties.

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2. That the Lessee shall pay monthly rent of **\$18,000 (Eighteen Thousand United State Dollars Only)** exclusive of VAT payable **06 (six)** months in advance at the time of execution of this lease and the Lessor shall acknowledge such advance rental.
3. That the Lessee shall pay the rent for the next **03 (three)** months in advance **10 days** before completion of the third month of tenancy and the Lessor shall acknowledge the same. The same shall be followed for the remaining period of the lease
4. That the Lessee shall pay all utilities as per his requirement and it is not included in Rent and Service charges.
5. That the Lessee and the Lessor has an option to terminate the lease by giving **six (06)** month notice in writing of the desire to do so.
6. That the Lessee hereby covenants with the Lessor as follows: -
  - a) To permit the Lessor and or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and/or to execute major repairs to the demised premises under the Lessor covenants in that behalf.
  - b) To keep the demised premises and fixtures in good state of repair.
  - c) Not to make or suffer to be made any alterations or additions to the demised premises without the consent of the Lessor.
  - d) At the termination of the lease or sooner termination of the tenancy to hand over the demised premises to the Lessor complete with all locks & keys and in same good conditions as it was found in at the beginning of this agreement, fair wear & tear being accepted.
  - e) To use the demised premise for the business allowable by law of Tanzania.

**7.** That the Lessor hereby covenants with the Lessee as follows: -

- a) To pay withhold taxes, land rent, Osha, fire safety and other statutory charges related to the demised premises as per the prevailing law.
- b) To carry out all major structural repairs where necessary and keep the exterior of the demised premises in good Leasable condition.
- c) To indemnify the Lessee against all losses whether financial or incidental due to misrepresentation of the ownership by the Lessor of the demised premises.
- d) The Lessee, having occupied the demised premises and observing and performing the several covenants, shall peacefully hold and enjoy the demised premises without interruption by the Lessor or

**8.** Provided and it is hereby agreed and declared that:

- a) If at any time during the lease the demised becomes damaged by fire, not attributable to the Lessee, or by force majored and it becomes unfit for habitation, the Lessor may afford the Lessee acceptable alternative accommodation as per his expediency.
- b) Each Party hereto may sign identical counterparts of this Agreement with the same effect as if both Parties hereto had signed the same document. A copy of this Agreement signed by one Party hereto and delivered to the other Party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such Party.
- c) The Lessor will not be responsible for any theft or loss or shortage in ware house, either in cash or goods.
- d) The stamp duty and all the expenses in respect to this deed may be borne and paid by the Lessor.

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e) The Parties shall use their best efforts to settle amicably all disputes arising arising from this contract, In case the Parties fail to resolve disputes amicably, the matter shall be resolved in accordance with the Laws of Tanzania through the court of law.

**IN WITNESS WHEREOF:** these presents have been executed on the date set out against our representative signatures

**LESSOR:**

Full Name: RUGEMALIRA THEOBARD  
Address: AFRITAT GENERAL COMPANY LIMITED, P.O.BOX 5617, DAR ES SALAAM,  
Title: ESTATE MANAGER  
Date: 01<sup>ST</sup> JULY, 2025

  
signature & stamp  


**LESSEE:**

Full Name: YUN LIPING  
Address: CREATUN TRADING LIMITED, P.O.BOX 14128, DAR ES SALAAM,  
Title: DIRECTOR  
Date: 01<sup>ST</sup> JULY, 2025

  
signature & stamp  


**BEFORE:**

Full Name: PHILEMON MUTAKYAMIRWA  
Address: P.O.BOX 11627, DAR ES SALAAM,  
Title: ADVOCATE  
Date: 01<sup>ST</sup> JULY, 2025

  
signature & stamp  
