

# LEASE AGREEMENT

BETWEEN

**WANG DA INVESTMENT COMPANY LIMITED** of P.O. Box 20653, Dar es Salaam

AND

**DING XIANG STEEL LIMITED** of Kiromo Area; Bagamoyo District; Tanzania

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*In respect of Un-surveyed piece of land located at Plot no. 18, Kiromo Ward and  
Bagamoyo District.*

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DRAWN BY:

RICHARD MATHIAS KINAWARI

ADVOCATE

P. O. Box 31551, Dar es Salaam.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 24.....day of March.....2025.

### BETWEEN

**WANG DA INVESTMENT COMPANY LIMITED** of P.O. Box 20653, a resident of Kinondoni, (herein after called 'the Lessor'), natural person and resident of Dar es Salaam, which expression shall where the contexts so admit include her successors, assignees and agents of the one part.

### AND

**DING XIANG STEEL LIMITED** of Kiromo Area; Bagamoyo District; Tanzania (hereinafter called 'the Lessee'), a limited company registered under the Laws of Tanzania which expression shall where the context so admits include his successors assignees and agents of the other part.

### WHEREAS

- A.** The Lessor is the the lawful owner of the piece of land located at plot no. 18, in the ward of Kiromo and Bagamoyo Ward (Hereinafter referred to as 'the Demised Premises/Property').
- B.** The Lessor ensures that the whole compound is well managed, secured and there is no interference/land disputes with neighbors.
- C.** The Lessor, after consultation with the rightful heirs (who, in doing so they have expressed their consent by signing this agreement) are desirous of leasing the whole premise to the Lessee, to hold and enjoy the same for business purposes, to wit, building and constructing a warehouse, factory and yard.

**NOW THIS AGREEMENT WITNESSETH** as follows; -

1. In consideration of the rent to be paid by the Lessee, the Lessor doth hereby leases to the Lessee, all land located at plot 18 kiromo area, bagamoyo district.
2. The Lessor hereby demises unto the Lessee the whole property TOGETHER WITH the right of access TO HOLD AND USE for a term of **FIVE (5) YEARS** with an option to renew as from 1<sup>st</sup> April 2025 to 1<sup>st</sup> April 2030 at a rent stipulated below;
  - a. The rent shall be three million five hundred thousand (3,500,000/=) (Tsh.) per month for the first (01) year (**from 01/04/ 2025 to 31/03/2026**) which is equal to Fourtrty-Two (42,000,000/=) Million Tanzanian Shillings (Tsh.) per year.
  - b. Rent for the next two (02) years shall increase by 5% per month depending on the market prices which will be three million, six hundred seventy-five thousand (3,657,000/=) Tanzania Shillings per month, (**from 01/04/2026 to 31/03/2028**) which is equal to Forty-four million, and one hundred thousand (44,100,000/=) Tanzanian Shillings (Tsh.) per year.
  - c. Rent for the last two (02) years shall increase by 10% per month depending on the market prices which will be three million, eight hundred fifty thousand (3,850,000/=) Tanzania Shillings per month, (**from 01/04/2026 to 31/03/2028**) which is equal to Forty-six million, and two hundred thousand (46,200,000/=) Tanzanian Shillings (Tsh.) per year.

- d. The said rent shall be paid in the following manner;
    - i. The Lessee shall pay Fourtrty-Two (42,000,000/=) Million Tanzanian Shillings (Tsh.) which is equal to one year rent, on the day of signing of this agreement.
    - ii. And the remaining rent in the next two years will be paid annually on the first month of the year according to this agreement.
    - iii. Rent for the last two years will also be paid annually on the first month of the year according to this agreement.
  - e. All rent payments are inclusive of withholding tax.
  - f. All payments shall be made into a bank account as it will be provided by the Lessor and the Lessee shall keep the paying slips and provide copy of the said slips to the Lessor to form part of this agreement. The Lessor provides the corresponding payment receipt.
  - g. Rent shall be paid within seven (7) days of the first month of the rental payment period and the Lessor shall be accountable to pay relevant taxes within seven (07) days thereafter to avoid unnecessary conflict between the Lessee and Tax Authorities.
3. The Lessee is entitled to enter the PROPERTY immediately after execution of this agreement to mobilize building materials ready for setting up the factory and construction activities.
  4. the tenancy period shall begin after six (6) months from the date of execution of this agreement. It is agreed that the said period (six months) is

left out of the tenancy period because the Lessee will be setting up the factory.

5. The Lessee has rights to building and constructing a ware house for storage factory, yard or any other building as the Lessee wishes and according to the factory need and he will not be interfered by the Lessor. The Lessee may make alterations to the demised premises without obtaining consent of the Lessor.
6. After the contract expires, Iron and steel fixtures and other fixtures that can easily be removed without damaging the premises, shall be and remain the property of the Lessee; and the Lessee may remove therefrom prior to vacating the premises.
7. After the contract expires, The Lessee is bound to return the demised premise (land) as it was by filling all the holes which are a result of his activities in the premise.
8. The Parties hereby agree that upon creation of tenancy, the said tenancy shall not be terminated for any reasons whatever at the instance of the Lessor, including sale, mortgage, assignment or any other disposition of the Demised Premises to a third party.
9. If the Lessee is desirous of taking a new lease of the demised property after the expiration of the term hereby granted to the Lessor, he shall give a notice in writing of not less than 90 days before the expiration of the said term to the Lessor, and the Lessor may at or before the expiration of the term hereby granted, grant to the Lessee a new Lease of the Demised Property for a further term to commence from and after the expiration of the term hereby granted.

10. The Lessee shall be free to utilize all common areas and facilities including the big house, water and electricity infrastructures.

11. The Lessee shall have all and exclusive rights to its machinery and implements be free to purchase and install equipment to be used in its business and shall, without any prohibition and interruption, be free to set up any machinery or equipment from the property otherwise the Lessor will be in breach of the contract and the Lessee shall be entitled to terminate the agreement accordingly and payment of compensation for the loss gained in accordance to the laws.

12. If the lessor defaults, the Lessor shall reimburse the lessee the whole tenancy amount paid with interest at a commercial rate 10% per annual together with subsequent cost incurred thereto.

**13. THE LESSEE HEREBY COVENANTS with the LESSOR;**

- i. The lessee shall use the property legally in accordance with Tanzania's law. During the lease period, non-necessary factors, the lessor shall not disturb the lessee at will and interfere with their business activities.
- ii. The Lessee shall abide to the Tanzanian Laws and Regulations pertaining to the conduct of business in Tanzania.
- iii. Water and electricity bills shall be paid by the Lessee according to his usage.

**14. THE LESSOR COVENANTS with THE LESSEE as follows;**

- i. To give vacant possession of the Demised Premises to the Lessee, free from any kind of occupation and he will provide

necessary cooperation in ensuring that the Lessee obtains all relevant and necessary permits for the set up and conduct of Lessee business.

- ii. The Lessee has the right to ownership of the movable properties in the demised premises and the Lessor is vehemently denied and/or refused to prevent or interfere with the dispose or transfer of the Lessee's movable properties.
- iii. Not to sale, mortgage, assignment or any other disposition of the Demised Property within the Tenancy Period.

**PROVIDED ALWAYS** and it is hereby agreed as follows;

15. That the tenancy hereby agreed shall be determined at the option of the Lessee at any time and the Lessor shall not terminate the agreement prior to its expiration except in the circumstance of failure by the Lessee to pay rent in accordance to this agreement.
16. That any demand for payment or notice requiring to be made upon or given to the Lessee or Lessor shall be in writing and shall be sufficiently made or given if sent to the Lessor or Lessee or their agents by mail or at their usual or last known places of residence.
17. That the Lessee has inquired and the Lessor states that at the time of signing this agreement the demised premises are not subject to any mortgage or security arrangements for the Lessor or any other third party or any probate claims and should it occur on the contrary, the Lessor shall reimburse the Lessee with rent for unexpired rental term and compensate for the investment, loss of business and disturbance.

18. This Lease shall be in English and shall be executed in three copies of each which shall be treated as original, governed, construed and registered in accordance with the laws of United Republic of Tanzania.

19. Any dispute shall be deemed to have arisen when either party notifies the other party in writing. The Parties shall use all reasonable efforts to solve any dispute that may arise under this Lease Agreement amicably, failure of which parties to this Agreement shall refer the matter to courts of law with competent jurisdiction.

20. Each Party represents and warrants that it has the authority necessary to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement. No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced in to writing and signed by, or on behalf of the Parties.

**IN WITNESS WHEREOF** the parties have set their hands against their names in the manner hereinafter appearing.

**SIGNED and DELIVERED** by the said  
**WANG DA INVESTMENT COMPANY LIMITED** who is known to  
me personally/identified to me by .....  
the later being known to me personally

刘美燕  
.....

**LESSOR/HEIR**

this 24 day of March 2025.



**BEFORE ME**

Name: OMEGAH YUSUPH SEMMY  
Signature: [Signature]  
Address: P.O. BOX 71729 DAR-ES-SALAAM  
Qualification: ADVOCATE



SIGNED and DELIVERED by the said  
DING XIANG STEEL LIMITED who is known to  
me personally/identified to me by .....  
the later being known to me personally



**LESSEE:**

Name: ZHANG QUAN WU  
Signature: [Signature]  
Address: P.O. BOX 20653  
Qualification: DIRECTOR

**BEFORE ME**

Name: OMEGAH YUSUPH SEMMY  
Signature: [Signature]  
Address: P.O. BOX 71729 DAR-ES-SALAAM  
Qualification: ADVOCATE

