

**Lease agreement**

**.....between.....**

**SAFEWAY LTD**

**"LESSOR"**

**....and....**

**CAMELLIA PLASTIC COMPANY  
LIMITED**

**"LESSEE"**

**In**

**Respect of Plot No.3 Wazo Hill, Tegeta, Dar es salaam**

**Dated this 01 day of July 2025**

## LEASE AGREEMENT

This Lease agreement made on the 01<sup>ST</sup> day of JULY 2025

Between

SAFeway LIMITED Of Tegeta, Bagamoyo road – Dar es Salaam (hereinafter referred to as “the Lessor”) of the one part,

AND

**CAMELLIA PLASTIC COMPANY LIMITED** of Post Office Box 655 Tegeta wazohill, Dar es salaam (hereinafter referred to as “the lessee”) of the other part.

WHEREAS

- a. The Lessor is the lawful owner of office situated at Plot number 3 Tegeta wazohill, Ward Kinondoni District.
- b. The Lessee is willing to take the demised premises on lease at the rent mentioned hereinabove and on the terms and conditions hereinafter mentioned.

### NOW THIS LEASE AGREEMENT WITNESSETH as follows:

The Lessor hereby demises into the Lessee the demised premises together with all fixtures and fittings for a period of Two years beginning from 01 day of JULY 2025 and ending on 01 JULY 2027.

- 1) The Rent agreed is TSH 2,000,000/= per month inclusive of withholding tax payable as follows:
  - a) The first payment shall be 3months’ rent payable within seven (7) days prior to the date of commencement of this agreement.
  - b) The rest of the rent shall be paid in advance after the expiry of the first (3) months period as specified in paragraph 1(a) hereinabove PROVIDED THAT the rent shall be paid within seven (7) days prior to the expiry of the preceding installment.
- 2) This Lease Agreement may be subject to renewal after the expiry of the term herein reserved upon one (1) months’ notice being issued by the party intending to renew and if the other part agrees on it

## **LESSEE'S CONVENANTS**

- a. The lessee shall pay the said consideration in the said consideration manner and those provided by the laws of the United Republic of Tanzania for the success of his business;
- b. The lessee shall apply and obtain necessary permits and licenses from the relevant authorities for operating their activities in the said property and other related business;
- c. Not to sublease, sublet or transfer, in any manner whatsoever, the property, or any part thereof, without the written consent of the lesser to be obtained in their general meeting duly convened however the consent shall not be unreasonably withheld;
- d. The Lessee must take out and maintain adequate insurance cover over all the movable property and any other assets on the property and cover risks over third parties surrounding the property;
- e. The Lessee shall always keep the property in good condition including repainting the property yearly. Upon termination or end of this contract, the Lessee shall hand over the property to the Lessor in a clean condition as it were, except for reasonable wear and tear;
- f. The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this agreement and as provided by law of Tanzania. Where wish to use the property for any other reasons purposes than the agreed must seek prior written approval from the Lessor, however an approval shall not be unreasonably withheld:
- g. The lessor hereby confirms that the leased property is located in an area designated and approved for industrial use and the lessee is permitted to use the property for industrial purposes

## **UTILITIES**

- a. The Lessee shall be solely responsible for payment of electricity, water bills install and use at her own expenses a back-up silent power generator, telecommunication system, security devices and water reservoirs generally the lessee undertake to pay all other bills connected with her business in the property used.

## **CESSATION OF THE AGREEMENT**

- 1) Notwithstanding the provisions in this agreement, the tenure of this Sub-Lease Agreement is unlimited unless otherwise agreed by both parties in writing and reviewed after every ten (10) years. This agreement shall commence from the date of signing;

3) Either party can terminate this agreement by giving one (01) months written notice.

### **ALTERATIONS AND ADDITIONS**

1. The Lessor here by authorizes the Lessee to build and make any improvements in the said property as may be deemed necessary to suit the business of the Lessee. However prior to written approval from the Lessor for any improvements must be sought and obtained;

2. The lessor here by authorizes the Lessee to attach fixtures, signs, insignia and advertisements within the property, provided the same shall not be detrimental to or in consistent with the terms of this Agreement or otherwise infringes the rights of neighboring premises. Such fixtures, signs, insignia and advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

### **FORCE MAJEURE**

1. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, Labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Any Party asserting Force Majeure as an excuse shall have burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that prudent precautions could be contemplated.

### **ASSIGNABILITY**

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.

### **DISPUTE-SETTLEMENT CLAUSE**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties therein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

## **TERMINATION**

(a) The Lessor shall be entitled to terminate this agreement by giving a one (01) month notice in writing to Lessee, if the latter is incapable of meeting her covenants;

(b) Likewise the Lessee may terminate this agreement by giving a one (01) month notice in writing to the Lessor, should the latter be incapable of meeting any of her covenants.

## **APPLICABLE LAW**

The laws of the United Republic of Tanzania govern this Agreement.

**This Agreement has been entered in on the date started at the beginning of its 01<sup>TH</sup> day of JULY 2025.**

IN WITNESS WHEREOF; the parties here to have executed these presents on the day and year and in the manner here appearing:

LESSOR

SIGNED and DELIVERED by SAFEWAY LTD  
Who is known to me personally by \_\_\_\_\_



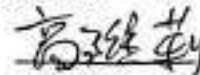
SAID ASHUR SALUM

SIGNATURE  
In my presence this 01 day of 07 2025

Witnessed by:  
Name Said Ashur  
Signature [Signature]  
Qualification \_\_\_\_\_

LESSEE

SIGNED and DELIVERED by CAMELLIA PLASTIC COMPANY LIMITED  
Who is known to me personally by \_\_\_\_\_



LESSEE'S SIGNATURE

In my presence this 01 day of 07 2025

Witnessed by:  
Name YALI. GAO.  
Signature [Signature]  
Qualification \_\_\_\_\_

  
Certified as True Copy of the Original  
Edrick Luimaka  
Advocate, Notary Public & Commissioner  
for Oaths  
Date: 01/07/2025

TANZANIA

# CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*

Date of Issue:

Title Number: 45881

Land Office Number: 162489.

Land: PLOT NO. 3 INDUSTRIAL AREA WAZO HILL DAR ES SALAAM CITY

Term: NINETY NINE YEARS.

- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirty first day of December, 1999.
- (v) At all times during the term after the thirty first day of December, 1999, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");
- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;
- (vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3.-**(i)** The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(i) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:-

**(ii)** Occupation or use of the whole or any part of the land of buildings on it by any person other than the Occupier or its employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:-

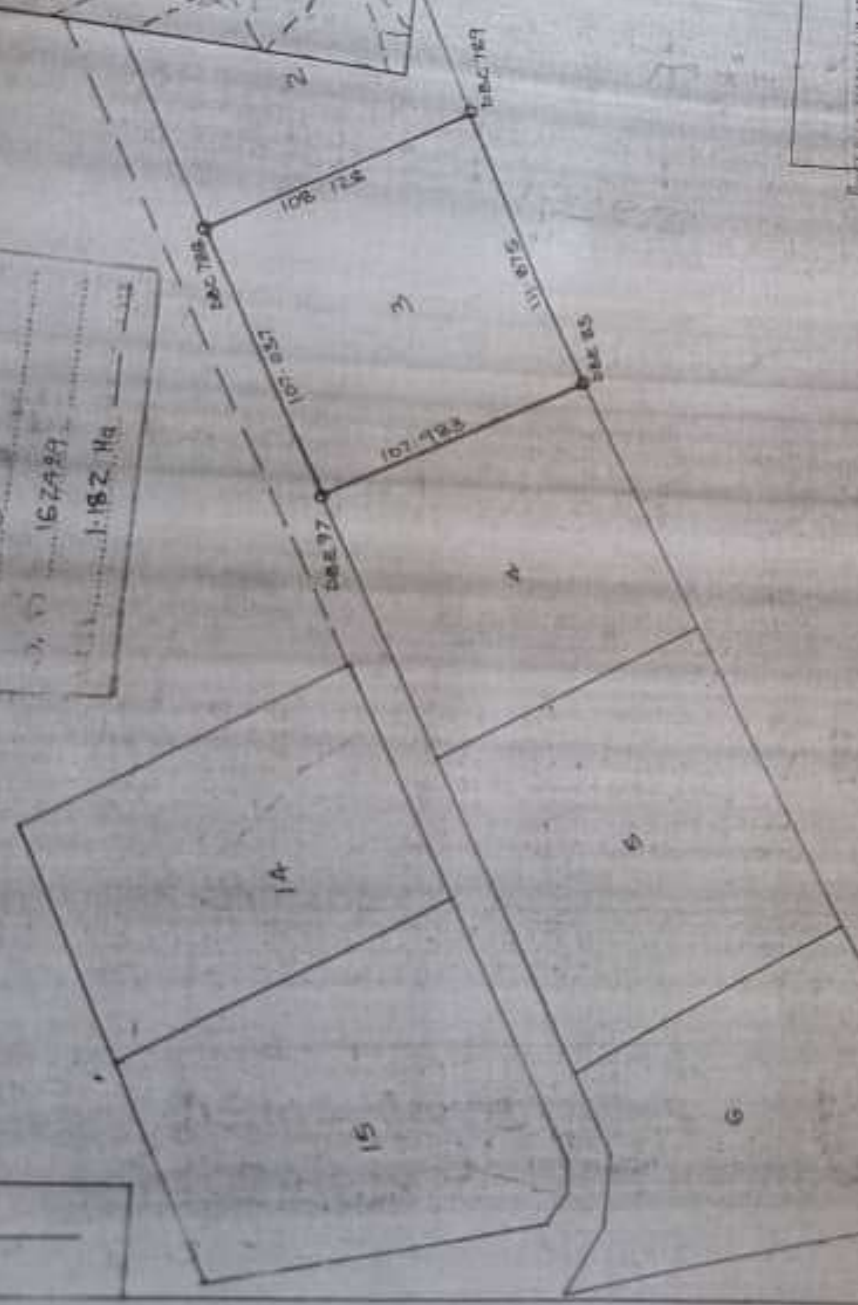
- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;

- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
  - (iii) such sum as the Commissioner shall assess as a proper share for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after making or improvement thereof. This condition does not oblige the Government to make or improve roads.
6. The Occupier shall further:-
- (i) Make and maintain on the land throughout the term a adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
  - (ii) Make and keep all the boundaries on the land. Rat proof and carry out such measures such hygienic measures as may be required by the Medical Officer of Health.
  - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the Medical Officer of Health.
7. The land and buildings to be erected thereon shall be used for General Industrial purposes only. Use Group 'O' Use Class (a), as defined in the Town and Country Planning (Use Classes) Regulations 1960.
8. The President may revoke the Right for good cause and in public interest.

#### SCHEDULE

ALL that land known as Plot No. 3 Wazo Hill Industrial Area Dar es Salaam City containing One decimal point one eight two (1.182) Hectares shown for identification only edged on the plans attached to this Certificate defined on the registered survey plan numbered 28915 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

PARTIAL WAZO HILL INDUSTRIAL AREA  
 LOT 3  
 167489  
 J. B. Z. Ng



This plan implies no guarantee  
 of acquisition of title by the Government.

This plan is prepared in accordance with the provisions of the Survey Act, 1963, and the Survey Regulations, 1964. It is a preliminary plan and is subject to the approval of the Survey Commission. The date of issue is 25/5/76.

GIVEN under my hand and seal and by Order of the Minister the  
day and year first above written.

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COMMISSIONER FOR LANDS

THE, within-named SAFE WAY LIMITED hereby accept the terms  
and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the  
said SAFE WAY LIMITED and DELIVERED  
in the presence to us this

day of 17-July- 1996.

Signature: Edum

Postal Address: P.O. Box  
31797 DSM

Qualification: DIRECTOR

Signature: Haid

Postal Address: P.O. Box  
31797 D.S.M.

Qualification: DIRECTOR

TITLE No. 45881  
REGISTERED 7.8.96  
At 12.00 NOON  
*[Signature]*  
Spicer Ass. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Tsh. 100/- Paid  
and Revenue Receipt No. A1227666  
of 29.2.96  
*[Signature]*  
L.D. NO. 170016.

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Tsh. 4,590/- Paid  
and original Receipt No. A1227666  
of 29.2.96  
*[Signature]*  
Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

The 2nd day of August  
One thousand nine hundred and ninety six.

TITLE NO. 45881

THIS IS TO CERTIFY that SAFE WAY LIMITED a limited liability company incorporated in Tanzania under the Companies Ordinance (Cap. 212) and having its registered office in Dar es Salaam P.O. BOX 31797 DAR ES-SALAAM (hereinafter called "the Occupier") are entitled to a right of Occupancy (hereinafter called "the right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") for a term of Ninety nine years from the First day of January One thousand nine hundred and ninety six according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 1996, shall thereafter pay rent of One hundred and six thousand shillings a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands, (hereinafter called "the Minister") on the first day of July in each of the years 2006, 2016, 2026, 2036, 2046, 2056, 2066, 2076 and 2086 or within three years thereafter in each case.

2. The Occupier shall:-

- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the right and which conform to the building line (if any) decided by the Dar es Salaam City Council (hereinafter called "the Authority");
- (ii) By the thirtieth day of June, 1996, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in subparagraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to