

**THE LAND ACT NO. 3 OF 1999 [CAP 113 R.E 2023]**

**THE REGISTRATION OF DOCUMENTS ACT [CAP 117]**

**SUBLEASE AGREEMENT**

**BETWEEN**

**WANG XIANG**

**(SUBLESSOR)**

**AND**

**JUA TRADE INFRASTRUCTURE COMPANY LIMITED**

**(SUBLESSEE)**

**DATED THIS.....DAY OF .....2025**

## Sub-Lease Agreement

This Agreement is made and entered into this...<sup>15<sup>th</sup></sup>...day of...<sup>August</sup>...2025

### Between

**Wang Xiang**, a natural person of sound mind and currently residing at Dar es Salaam (hereinafter referred to as “**the Sublessor**” which expression shall, where the context admits, include his heirs, executors, administrators, personal representatives and assigns) on the one part.

### And

**Jua Trade Infrastructure Company Limited**, a company duly incorporated under the laws of the United Republic of Tanzania with Certificate of Incorporation No. 180065105 and registered office at Plot No. 20, Block 20, House No. A1, of P.O. Box 54006, Dar es Salaam Region, Kinondoni District, Mikocheni Ward, Mikocheni Street, Ngorongoro Road (hereinafter referred to as “**the Sublessee**” which expression shall, where the context admits, include its heirs, executors, administrators, personal representatives and assigns) on the other part.

### Recitals

**WHEREAS** the Sublessor, **Wang Xiang**, is the lawful lessee of Plot No. 02 – Industrial Area, Block 48, Apartment No. 002, Urafiki Estate, Ubungo Kisiwani Street, Ubungo Ward, in Ubungo Municipality, Dar es Salaam Region (hereinafter referred to as “**the Property**”), having leased the same from the National Housing Corporation (NHC).

**WHEREAS** the Sublessee, **Jua Trade Infrastructure Company Limited** desires to sublease the Property for assembling of solar energy equipment and accessories.

**WHEREAS** the Sublessor has agreed to sublease the said Property to the Sublessee for a term of ten (10) years upon the terms and conditions hereinafter contained.

**NOW THEREFORE**, the parties hereby agree as follows: -

### **1. Demise And Grant**

1.1. The Sublessor hereby demises and subleases unto the Sublessee the Property together with all rights, easements, and appurtenances thereto belonging, for the term and subject to the covenants and conditions hereinafter contained. The Sublessee accepts the sublease of the Property on the terms of this Agreement.

### **2. Term**

2.1. The term of this Sublease shall be ten (10) years commencing on the date of execution of this Agreement and shall be automatically renewable for a further term upon the Sublessee giving the Sublessor not less than six (6) months' written notice of its intention to renew prior to expiration.

### **3. Rent**

3.1. The monthly rent payable by the Sublessee to the Sublessor shall be Tanzania Shillings Ten Million (TZS 10,000,000/=) only, payable monthly in advance on or before the fifth (5th) day of each month. All

payments shall be made in cash or by bank transfer to the Sublessor's designated account.

#### **4. Security Deposit**

- 4.1. The Sublessee shall, upon signing this Agreement, deposit with the Sublessor a sum equivalent to three (3) months' rent as a security deposit. The deposit shall be held by the Sublessor as security for due performance of the Sublessee's obligations and may be applied towards any unpaid rent or damages. Any remaining balance shall be refunded to the Sublessee within thirty (30) days upon expiry or lawful termination of this Sublease.

#### **5. Use of Property**

- 5.1. The Sublessee shall use the Property solely for industrial purposes, specifically for assembling of solar energy equipment and accessories, and for no other purpose without prior written consent of the Sublessor.

#### **6. Taxes And Charges**

- 6.1. The Sublessee shall pay all stamp duty and registration charges arising from this Sublease. The Sublessor shall remain responsible for payment of any land rent or taxes due to NHC as the head lessor, unless otherwise required by law.

#### **7. Maintenance And Repairs**

- 7.1. The Sublessee shall maintain the Property in good and tenantable condition, fair wear and tear excepted, and shall not make any structural alterations without prior written consent of the Sublessor.

## **8. Insurance**

8.1. The Sublessee shall insure the Property, improvements, and all plant, machinery, and stock-in-trade against fire and other usual risks, and shall produce copies of the insurance policies to the Sublessor upon request.

## **9. Default And Termination**

9.1. If either party breaches a material term of this Agreement and fails to remedy such breach within thirty (30) days of written notice, the aggrieved party may terminate this Agreement. Upon termination, the Sublessee shall vacate and hand over vacant possession in good condition, fair wear and tear excepted.

## **10. Dispute Resolution**

10.1. Any dispute arising under this Agreement shall first be resolved amicably through negotiation. If unresolved, it shall be referred to mediation, and if mediation fails, to arbitration in Dar es Salaam in accordance with the Arbitration Act. The award of the arbitrator shall be final and binding on both parties.

## **11. Governing Law**

11.1. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

## **12. Entire Agreement**

12.1. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or arrangements relating

to the subject matter hereof. Any amendment must be in writing and signed by both parties.

**13. Execution And Witnessing**

**IN WITNESS WHEREOF** the parties hereto have executed this Lease Agreement on the day and year first above written and in the manner hereunder appearing.

**SIGNED and DELIVERED** at Dar es Salaam by the said **WANG XIAN (SUBLESSOR)** who is known /has been identified to me by : ..... the latter being known to me personally in my presence this 15<sup>th</sup> day of August 2025.

T. Y. W.  
.....  
**SUBLESSOR**

**IN THE PRESENCE OF:**

Name: CHACHA MUKITA WASHON  
Signature: [Signature]  
Address: P.O. BOX  
Qualification: **ADVOCATE/NOTARY PUBLIC**



**SEALED** with the **COMMON SEAL** of **JUA TRADE**

**INFRASTRUCTURE COMPANY LIMITED** and

**DELIVERED** in the presence of us this August day of 15<sup>th</sup> 2025 at Dar es Salaam.

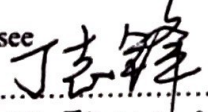
.....  
**SEAL/STAMP**

Name: SELEMANI RASHID MAMUNU for and on Behalf of the Sublessee  
Signature: [Signature]  
Address: DAR ES SALAAM  
Phone No: 0685764807



Occupation: ..... DIRECTOR .....

Name: DING ZIPENG ..... for and on  
behalf of the Sublessee

Signature: ..... 

Address: ..... P.O. BOX 54006 JAR-EI-SALAMM

Phone No: ..... + 255 741 55 95 99 .....

Occupation: ..... DIRECTOR .....