

LEASE AGREEMENT

BETWEEN

RAJAB SALEH TAMBWE & ALLY SALEH TAMBWE

AND

DASHENG GROUP COMPANY LIMITED



LEASE AGREEMENT

THIS LEASE AGREEMENT is made this day of....., 2025

BETWEEN

RAJAB SALEH TAMBWE and ALLY SALEH TAMBWE of P.O. Box Dar es salaam, Tanzania (hereinafter referred to as **"THE LESSORS"**, which Expression shall include his Successors and assigns) of the one part

AND

DASHENG GROUP COMPANY LIMITED of P.O. Box, Dar es salaam, Tanzania (hereinafter referred to as **"THE LESSEE"** which expression shall include his/its Successors and assigns) of the other part.

WHEREAS the Lessors is the rightful owner of the premises with Title number 24416; located at Plot Number 108, Mikocheni, Kinondoni in the City of Dar es Salaam, Tanzania (herein after referred to as **"the demised premises"**)

AND WHEREAS the Lessors wishes to let to the Lessee and the Lessee wishes to take the demised premises on the terms and conditions herein after appearing.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows.

1. The Lessors hereby demises unto the Lessee the demised premises for the Lessee to hold the same for a term of Ten (10) years with effect from the signing date of this Agreement.
2. The monthly rent for the demised premises shall be **USD 4,000** (Four Thousand US Dollars) (**"consideration"**) payable annually.
3. That in the event the change of land use as per clause 9 of this Agreement is not approved, parties agree that the Lessee will not proceed with constructing a guesthouse/homestay hotel and the monthly rent will be reduced to USD 3,000 per month.
4. Both parties agree that the rent shall be reviewed with an increase of 3% after every three years.
5. Both parties agrees that during rent payment, the Lessee shall withhold 10% of the rent amount as withholding tax on the rent and remit the same to the TRA. The said

withholding tax shall be payable together with the stamp duty (1% of the yearly rent)

6. That, the demised premises is leased for the purpose of a guesthouse/homestay hotel. The Lessee shall construct and own the said temporary structures for that purpose, and the Lessee shall remove the structures after the end of the lease duration.
7. That both parties acknowledge that the premises is rented to the Lessee while having a house structure in within. It is agreed that there will be changes to the original kitchen and storage areas subject to the discussion and agreement between parties. The Lessee may as well remove the two large trees within the rented premises.
8. Both parties agree that the Lessor shall install air conditioning and water heater in the existing rooms within the said house structure.
9. Both parties will work together to ensure the building permit for renovation and construction works is obtained, together with the land use change approval is obtained in case it is required by the authorities.

10. That immediately after execution of this Lease agreement, the Lessor shall use one month for their own renovations in the leased premises. The Lessor shall proceed with the handover of the leased premises to the Lessee immediately after completion of renovations. Both parties agree that the first rent paid by the Lessee shall commence to count on 1st March 2026.
11. That while the lessor is conducting the renovations, they shall permit the Lessee to commence working on the structures of the for the guesthouse/homestay hotel.
12. Both parties agree that, in the event for the failure of the Lessor herein to finalize formalities on changing ownership of the property to his name, and due to that the Lessee will be required to vacate the leased premises after they have paid the rent, the Lessor shall be obliged to refund the rent payable which has not been utilized. The Lessor shall as well compensate the Lessee for the expenses incurred and for disturbances caused for the construction and removal of temporary hotel facilities in the leased premises.
13. Both parties agree that any new construction or renovations apart from what has been agreed in this Agreement shall be communicated to the Lessor and agreed before its commencement.
14. **THE LESSEE HEREBY FURTHER COVENANTS WITH THE LESSORS as follows: -**
 - a. To pay the rent as stipulated herein above.
 - b. To pay all the rates and charges for the use of water, electricity and services for the sewages in respect of the demised premises and to dispose of all garbage coming from the demised premises in to healthy manner.
 - c. At all times to keep both the interior and exterior of the demised premises in good repair and condition.
 - d. To permit the Lessor or her spouse or her relative who is known to the Lessee to inspect the demised premises at all reasonable times during the daytime and carry out any necessary repairs at least every quarter in a year or in the

event of emergency, however this will depend on the prior information to the Lessee expressed by the reason of visit.

- e. NOT to assign, lease, sublet or otherwise part with possession of the demised premises or any part thereof without written CONSENT of the Lessor but such consent shall not be reasonable withheld AND IT IS HEREBY AGREED AND DECLARED that upon any breach of this covenant by the Lessee, it shall be lawful for the Lessor to re-enter upon the demised premises and the tenancy hereby created shall be determined absolutely but without prejudice to the rights of action of the Lessor in respect of any breach of the Lessee's covenant herein contained.
- f. If the Lessee terminates this agreement before expiry of the lease period, he shall give notice in writing of at least three months in advance and the Lessor shall be obliged to refund rent already paid but not utilized.
- g. The Lessee shall use the said property for guesthouse/homestay hotel purposes and any other legal use and shall maintain the house and the surroundings in good condition including, water pumps, electrical lights and fans.
- h. The Lessee shall take over the obligations to pay rent to the tune of USD 2000 from Golden Pulse Capital Limited in the event Golden Pulse Capital Limited will fail to proceed with their Lease obligations as provided in their Lease Agreement with the Lessor herein.

15. THE LESSORS COVENANTS WITH THE Lessee as follows: -

- a. That the Lessors shall not be responsible for any kind of loss which might happen in case of fire/theft to the personal effects/properties of the Lessee.
- b. To pay all the site rates, land rent/property tax and other service charges levied on the property.

- c. All outstanding bills that the property is liable for up to the date of signing this contract shall be the sole responsibility of the Lessor and must be paid and settled by the Lessors.
 - d. The Lessors shall also undertake to repair immediately (without cost to the Lessee) the main lines of connection to the water supply, electricity and sewage in case of damage or malfunction.
 - e. Duly performs her obligation and upon, observing all covenants and stipulations herein, the Lessors shall let the Lessee peacefully hold and enjoy the demised premises during the term created without interruptions by the Lessors, any other person claiming under or in trust for the Lessor.
 - f. The Lessors is at liberty to agree to an extension of the lease period for a rent to be mutually agreed upon at the termination of the present lease.
 - g. Any notice under this agreement shall be in writing and any notice to the Lessee shall be sufficiently served left addressed to her/him on the demised premises and any notice to the Lessors all be sufficiently served if delivered to her personally.
16. That in the event that during the continuance of this Lease Agreement, If either the Lessee or Lessor shall breach any or all of his covenants pertaining to this Lease Agreement the aggrieved party may issue one month notice and after failure to make good to the default by the defaulting party, the aggrieved party may determine the Lease Agreement. In case the Lessee determines the Agreement under this provision, then she shall be entitled to recover unutilized rent together with compensations as provided in clause 10 of this Agreement.
17. That the Court of Law of Tanzania shall have Jurisdiction over this Lease agreement.

IN WITNESS WHEREOF the parties here have executed these presents on the day and year in the manner hereinafter appearing.

Signed & delivered at Dar es Salaam

By **ALLY SALEH TAMBWE**

Who known to me Personally/introduced to me

By

The latter being known to me personally on

This ...17th day of...December..... 2025



LESSOR


Before me:

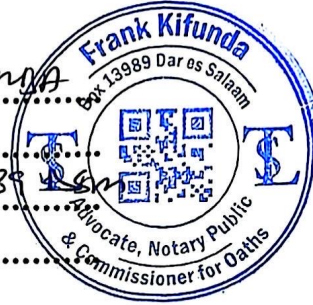
NAME :

SIGNATURE :

ADDRESS :

QUALIFICATION :

FRANK KIFUNDA

P.O. Box 13985
ADVOCATE



Signed & delivered at Dar es Salaam

By **RAJAB SALEH TAMBWE**

Who known to me Personally/introduced to me

By

The latter being known to me personally on

This ...17th day of...December..... 2025



LESSOR

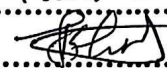
Before me:

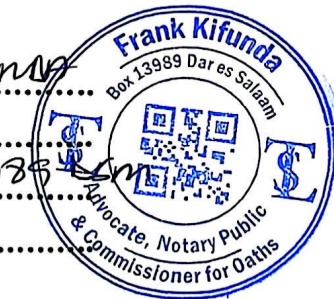
NAME :

SIGNATURE :

ADDRESS :

QUALIFICATION :

FRANK KIFUNDA

P.O. Box 13985
ADVOCATE



Signed & delivered at Dar es Salaam

By **DASHENG GROUP COMPANY LIMITED**

Who known to me Personally/introduced to me

By

The latter being known to me personally on

This ...17th day of...December..... 2025



Witnessed
NAME : CHEN LIE YUN
SIGNATURE : CHEN LIE YUN
ADDRESS : DSM
QUALIFICATION : DIRECTOR

Before me:
NAME : RUIZE ZHOU
SIGNATURE : Ruizhe Zhou
ADDRESS : DSM
QUALIFICATION : DIRECTOR

