

LEASE AGREEMENT

THIS LEASE AGREEMENT

Made this First day of 18th November 2024

BETWEEN

KARIM ALIBHAI
(Trading as **SHOPPERS PLAZA**)
Of P.O Box 105383, Dar Es Salaam
(Hereinafter called the Lessor, which expression shall include his assigns and successors in title)

OF THE FIRST PART

AND

FADA GROUP OF COMPANIES LTD
P.O.BOX:
DAR ES SALAAM
(Hereinafter referred to as the Lessee)

OF THE OTHER PART



1. WHEREAS

The Lessor is desirous of letting on lease a shop unit numbered **23 (Twenty Three)** more particularly delineated and shaded on the sketch plan of the lease premises annexed schedule "A" situated on **Plot number 489/490/491 Regent Estate, Mikocheni, in the city of Dar Es Salaam** herein referred to as the **Demised Premises,**

AND

The Lessee agrees to take the Demised Premises on lease from the Lessor for the commercial purposes and for the purpose of merchandising products detailed in the schedule herein annexed and marked schedule "B",

AND

The Lessee agrees to hold the same for a term of twenty four months effective from 1st January of 2025 until 31st December 2026. YIELDING AND PAYING THEREFOR during the term a monthly fixed rent of **US\$ 500 (Equivalent to Tanzania Tsh)**. Exclusive VAT quarterly in advance by cash or cheque drawn on a Bank in Tanzania (All Payment shall be make in TSH at prevailing bank rate).

2. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-

- 2.1 To use the said Demised premises only for the purpose of commercial retail outlet as particularly described in schedule "B" and to be operated by the Lessee or their staff.
- 2.2 To pay to the Lessor a sum equivalent to Two month's rent as a Security Deposit on signing of the Lease which will be held on account by the Lessor for the purpose of guaranteeing payment for return of Demised premises in good repair and to meet any utility bills left unpaid by the Lessee on the determination of the Lease. Subject to the above provision, the deposit will be refundable to the Lessee at the determination of the Lease.
- 2.3 To promptly pay quarterly in advance the RENT hereby reserved on or before the due fourteen days from the date of invoice without any deductions whatsoever whether demanded or not. The delayed payments would attract a simple interest of 2% per month.
- 2.4 To pay to the Lessor for the **ELECTRICITY** used on the Demised premises, this will be determined by the meter installed by the Lessor for the Lessee's shop unit. In case the Lessee fails to pay the bill presented within seven day the Lessor shall disconnect the power and shall not be liable for any consequential loss.



- 2.5 To pay stamp duty if applicable in respect of preparation and registration of the Lease.
- 2.6 To comply with all the by-laws, rules and regulations of any Government or Local authority affecting the business of the Lessee and to obtain or cause to be obtained all requisite approvals in the name of the Lessee including all Licenses and authorizations to carry on its business at the premises.
- 2.7 To use the Demised premises exclusively as a shop for the sale of the Lessee's business described in Schedule "B" and merchandises only those items relating to the Lessee's business.
- 2.8 To park the Lessee's vehicle in the tenant's car park provided by the Lessor and not in the customer's car park.
- 2.9 To keep the Demised premises clean and tidy at all times and not to allow any litter to be deposited upon any parts surrounding the Shoppers complex other than in the receptacles provided for garbage disposal by the Lessor.
- 2.10 Not to obstruct, block, damage or in any way hinder free passage along the shop unit, stairs, access ways, passages and the free and uninterrupted access to the bin stores and other service areas.
- 2.11 To keep the Demised premises including all doors and windows frames in good and substantial repair and condition and to replace any breakage thereof with similar quality of materials within seven days of the damage having been caused.
- 2.12 Not to place or affix or cause to be fixed anything to the exterior of the demised premises without prior written consent of the Lessor.
- 2.13 Not to place or affix or cause to be fixed any sign on the Demised premises unless taken written approvals from the Lessor.
- 2.14 To install only **split-level air conditioning unit if required** and the compressor unit to be placed on the plinth provided by the Lessor at the rear of the Demised premises.
- 2.15 At no any time during the term of the lease to make any structural alterations or additions or otherwise to the Demised premises or any part of the complex without written consent of the Lessor or install or connect any electrical apparatus which might endanger or overload the electrical installation of the Demised premises or any part thereof and not to cut or maim or otherwise remove any of the walls, beams, columns or other structural part thereof and not to tamper with any plumbing or electrical system PROVIDED ALWAYS that the Lessee shall at its own cost and



subject to prior written consent of the Lessor erect such grills and partitions as required and the Lessee shall make good to the satisfaction of the Lessor all damages occasioned by installing or removing the same.

- 2.16 To permit the Lessor or his agent at all reasonable times during the terms of the Lease, with or without workmen or others, to enter upon and examine the condition of the demised premises in the case of the same being found to be defective or out of repair to leave notice in writing on the Demised premises of such defects for which the Lessee is liable under the provisions of paragraphs 2.12 and 2.16 thereof.
- 2.17 To permit the Lessor or his agent with all necessary workmen and appliances at all reasonable times after prior notification to the Lessee to enter upon the Demised premises to execute repairs under the Lessor's covenants hereinafter contained.
- 2.18 Not to sublease, transfer, assign, sell or part with the benefit of this lease or part thereof to any third party without prior written consent of the Lessor at his absolute discretion which consent shall not be unreasonably withheld.
- 2.19 Not to take upon, keep, place, or store any dangerous or inflammable materials in the Demised premises and not to do or permit to be done in the Demised premises or any part thereof anything which may be or may become a nuisance, annoyance, damage or inconvenience to the Lessor, neighbors or occupiers of the other premises or in any way interfere with quiet enjoyment and comfort of the Lessor or other neighbors, or cause the Lessor's insurance to be invalidated.
- 2.20 At the determination of the term hereby created to quietly yield up the demised premises together with all fitting fixtures in such good tenantable repair and condition as shall be in accordance with the covenants in that behalf on the part of the Lessee herein contained.
- 2.21 The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located on the Leased Premises.
- 2.22 If the Leased Premises or any other part of the Property or Building is damaged by fire or other casualty resulting from any act of negligence by the Tenant or by any of the Tenant's agents, employees or invitees, the Rent shall not be diminished or abated while such damages are under repair, and the Tenant shall be responsible for the costs of repair not covered by insurance.
- 2.23 The Tenant shall not do anything in or bring anything on to the Leased Premises or the Property as a result of which the insurance against fire or other damage to the Leased Premises or the Property or the individual units in it (including the Leased

Premises) or any adjoining property of the Lessor becomes void or voidable or the premiums increase.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- 3.1 To keep the roof, main walls of the Demised premises, electrical wiring and electrical apparatus comprised in and forming part of the electrical circuits, drains, septic tanks, pipes carrying the same in good and tenantable repair and condition.
- 3.2 To pay land rent and all other government and local authority taxes, levies or charges existing in respect of the premises.
- 3.3 To provide a security system comprising of security lights and guards but the Lessor shall not accept responsibility for any theft or damage of the Lessee's property due to breach or failure of the security system or for any other reason whatsoever.
- 3.4 To upkeep the entire property in common with all tenants and to collect appropriate service charge from the tenants.
- 3.5 To permit the Lessee paying rent hereby reserved and performing and observing the hereby agreed covenants and conditions hereby contained or implied and on his part to be performed and observed peacefully and quietly to possess and enjoy the Demised premises during the term created without any interruption or by the Lessor or any person rightfully claiming from under it.
- 3.6 To keep the premises insured at all times against fire and other perils but the insurance shall not cover the Lessee's property or indemnity required to be covered by the Lessee.

4. PROVIDED ALWAYS THAT, AND IT IS HEREBY DECLARED AS FOLLOWS:-

- 4.1 The Minimum opening time for all the shop premises shall be a between 09:00 hours and 20:30 hours.
- 4.2 If the rent, service charge or any other dues hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming due and payable (whether formally demanded or not) and if there shall be any breach, non performance or non observance by the Lessee of any part of the covenants and conditions herein before contained and on its part to be observed, then in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the premises or any part thereof and



to seize the chattels and be in possession of such till the time all the dues are recovered from the lessee in the name of the whole and thereon this Lease shall absolutely determine without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants by the Lessee herein before contained.

- 4.3 If the Lessee shall desire to determine the term hereby created he shall give to the Lessor three months' notice in writing of the Lessee's intention to terminate the Agreement and on the expiry of the notice the Agreement shall determine forthwith but notice by the Lessee shall be valid only if accompanied by payment for the rent and the service charge for the unexpired term of the Lease. NOTWITHSTANDING anything in this clause, that the Lessor shall determine the same at any time by giving the Lessee three (3) months' notice in writing of intention to terminate this agreement, and Lessor will reimburse Lessee with rent for months that have already been paid by the Lessee only if such payment exceeds more than three months of notice.

With/without notice Lessor has right to terminate this agreement if:

- 4.3.1 Fail to operate the shop in the premises in a diligent and efficient manner; or
- 4.3.2 Abandon the premises or leave the same unattended or without reasonable cause not to operate the shop premises for three consecutive months.
- 4.3.3 Fail to secure or renew its licenses or authorizations to operate a business or have its licenses revoked; or
- 4.3.4 Commit any act of bankruptcy or compounds with its creditors or suffer execution or distress to be levied upon its goods.
- 4.3.5 Sell or provide goods contrary to the agreed terms under schedule "B" or breaches any of the Lessee's covenants herein agreed.

Any determination by the Lessor under by virtue of the provisions of this clause shall be without prejudice to the Lessor's rights in respect of any antecedent breach on the part of the Lessee AND should the Lessee refuse or neglect to vacate the premises after the determination date, the Lessee will be obliged to pay damages to the Lessor at the rate of US Dollars three hundred (300) or its equivalent in Tanzania Shillings (as per Bank of Tanzania Exchange rate) per day for every day the Demised premises are occupied by the Lessee in addition to the agreed rent payable immediately on demand.

- 4.4 Three months prior to the expiry of the term herein created the Lessee shall express his desire to renew the same to the Lessor in writing and the parties shall within the three months thereof NEGOTIATE AND AGREE on the new terms and conditions of renewal and in the event of such agreement not being reached within the specified time the Lessor shall be at liberty to enter into negotiation with other prospective tenants and this lease shall terminate on the date of expiry.

5. The Lessor shall not accept any responsibility for any loss, injury, death or any damage whatsoever to the Lessee, his staff, clients or property on or off the demised premises through whatever cause.



If any **DISPUTE OR DIFFERENCE** whatsoever shall arise between the parties hereto or their respective representatives touching this agreement or any clause or thing herein contained or the construction thereof or as to any matter in any way connected therewith or arising thereat or the rights, duties or liabilities of either party in connection with the premises, such differences shall forthwith be referred to the decision of A SINGLE arbitrator to be appointed from a panel of Tanzania Institute of Arbitrators before entering into consideration of the matter referred to them and every such reference shall be conducted in accordance with provision of the Arbitration Ordinance (CAP.15) or any other existing statutory modifications or re-enactment's thereof. Failure to reach consensus for appointment of a single Arbitrator any aggrieved party may petition at the High Court to appoint an Arbitrator in accordance with the Arbitration Act Cap. 15.

Notwithstanding anything contained anywhere else in the lease agreement the Landlord reserves the right to approach the court of law as recourse to any dispute to obtain preservative order.

THE LESSEE hereby agrees to accept this Lease subject to the covenants, agreements, conditions, restrictions, stipulations and provisions above set forth or referred to.


A handwritten signature in black ink, consisting of stylized initials and a horizontal line extending to the right.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days and the year herein before appearing.


SHOPPERS PLAZA

LESSOR

In the presence of us this 18th Day of November 2024

Signature : 
Postal Address : PO Box 105383
Qualification : FINANCE MANAGER


**SHOPPERS PLAZA
P.O. Box 105383
DAR-ES-SALAAM
TEL: 2701545/6**

Signature : 
Postal Address : PO Box 105383 DAR
Qualification : Sr. Manager

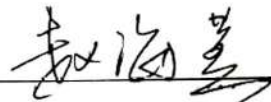
HENGFU LIMITED

LESSEE

In the presence of us this 18th Day of November 2024

Signature : 
Postal Address : 61299 DSM
Qualification : DIRECTOR



Signature : 
Postal Address : 61299 DSM
Qualification : DIRECTOR



SCHEDULE 'B'

TRADING NAME **HENFU LIMITED**

SHOP UNIT **23 (TWENTY THREE)**
SHOPPERS PLAZA PLOT 489/490/491
REGENT ESTATE, MIKOCHE NI,
DAR-ES-SALAAM

It is hereby agreed by the Lessee under clause 2.1 of this LEASE AGREEMENT to use the demised premises exclusively as a shop unit for the sale of the items described in this schedule

To operate as:

OFFICE



Lessee



THE LAND ACT NO. 4 OF 1999

LEASE AGREEMENT

BETWEEN

YUETONG COMPANY LTD

AND

FADA GROUP OF COMPANIES LTD

CONCERNING THE LEASE OF AN OFFICE SPACE NUMBER FF 04 MEASURING 30sqm LOCATED AT THE 1ST FLOOR OF A FOUR STOREY BUILDING, BUILT ON PLOT NO. 158 BLOCK "K" KWA ZENA MBEZI BEACH AREA, KINONDONI MUNICIPALITY IN THE CITY OF DAR ES SALAAM.

Drawn by:-

**Ideal Chambers Advocates,
Col. Middleton Road,
Blue Rock House, 2nd Floor,
P.O. BOX 14397,
Arusha - Tanzania**

LEASE AGREEMENT.

This Lease Agreement is made this 1st Day of september 2025.

BETWEEN

YUETONG COMPANY LTD Tax Payer's Identification Number100767 of P.O. Box ,DAR ES SALAAM, as the registered owner of the Property) hereinafter referred to as the 'LESSOR" which expression shall where the context so requires or admits include his successors in title and personal representatives and assigns) of the First Part;

AND

FADA GROUP OF COMPANIES LTD a natural persons residing and working for gain in Dar es Salaam of P. O. Box, 97 Dar es Salaam, (hereinafter referred to as the "LESSEE" which expression shall where the context so requires or admits include the successors in title and personal representatives and assigns) of the Second Part.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. TENANCY.

A tenancy is hereby created between the Lessor and Lessee in respect of the demised premises for the terms, consideration and conditions stipulated herein.

2. PROPERTY/DEMISED PREMISES.

The Property rented is a Commercial Office, size 30sqm at the1st floor of a four-story building located at LUGOBA WARD MAKOMBE VILLAGE

3. TERM.

3.1 The term of this Lease Agreement shall be Twelve (12) months counted from the 1st SEPTEMBER To 30st AUGUST2026

- 3.2 Lessor, being a continuing tenant, is already in occupation of the demised premises prior to the signing of this contract.
- 3.3 This contract shall automatically terminate without further notice on the expiry of its term. In the event the lessee intends to renew the tenancy, shall issue a three months' notice before the lapse of this contract. The lessor shall be at liberty to extend the lease on the same or different terms and conditions.
- 3.4 The lessor can terminate this contract any time before expiry of its term by giving the lessee a one month notice period, if there is breach of any term of this contract. This will take effect if the lessee fails to remedy a default or a breach situation, following the notice issued by the lessor. The contract shall terminate forthwith upon the lapse of the notice period.
- 3.5 The lessee can terminate this contract by giving the lessor three (3) months' notice period of her intention to terminate the contract. Any rent paid by the lessee shall not be refunded in the event the lessee opts to terminate this contract earlier.

4. CONSIDERATION.

- 4.1 **Rent:** The rent payable is One Million Tanzania shillings per month (TSHS. 1,000,000/-) payable against valid invoice and EFD. The invoices and payments shall be subject to Tax laws applicable in Tanzania. The rent shall be payable on quarterly instalments of the total amount to the tune of Tanzania Shillings Three Million (3,000,000/=) only.
- 4.1.1 The rent covers office space, security, parking, upkeep of public area, sanitary, toilet and water.
- 4.1.2 It is hereby unequivocally agreed by the parties that timely payment of full rent reserved as per this contract is a condition precedent, the breach of which goes to the root of the contract and constitutes fundamental breach.
- 4.2 **Mode of payment:** The rent shall be payable in three months (3) instalments at Lessor's designated bank account set out below: -

Bank Name:NMB

Account Name: YUETONG COMPANY LTD

Account Number: 22610052254

4.3 Withholding Tax: The Lessee will deduct Withholding Tax as per Tanzania Income Tax Laws from the rent payable in respect to this Lease Agreement and furnish a copy of the TRA receipt and Withholding Tax Certificate thereof to the Lessor within Seven (7) days from the date of such payment.

LETTING PROVISIONS

5. THE LESSEE COVENANT WITH THE LESSOR AS FOLLOWS: -

- 5.1. Lessee shall use the premises as "TRUCK PARKING POINT" and shall not use or permit the Premises to be used for any other purpose.
- 5.2. To pay the agreed rent in full and on time and without any excuses, as provided in this contract.
- 5.3. Keep the Demised Premises and all the fixtures and fittings therein in a good and tenable state of repair.
- 5.4. Not to make, permit or suffer to be made any structural alterations or additions to the Demised Premises without the prior written consent of the Landlord.
- 5.5. Use the fixtures and fittings of the Demised Premises in a reasonable manner and to be responsible for the replacement of all missing items and all damage caused by the Tenant, his servants and agents except those due to ordinary wear and tears.
- 5.6. Not to assign, underlet or part with possession of the Demised Premises or any part thereof without the prior written consent of the Landlord.
- 5.7. Not to do or permit or suffer to be done on the Demised Premises any act or things which shall or may be an annoyance or a nuisance or in any way interfere with the quiet and comfort of the occupier of any adjoining premises.
- 5.8. Not to do any illegal act on the Demised Premises.

- 5.9. Keep the Demised Premises and all the fixtures and fittings therein in a good and tenantable state of repair.
- 5.10. Pay for all electricity bills in connection to the demised premises during the tenancy and on termination of the tenancy, will give copies of final paid up bills for all services to the Lessor or the Lessor's Agents provided always the Lessor shall ensure all services are duly connected at the commencement of the Lease Term and shall ensure all utility accounts are duly cleared at the commencement date.
- 5.11. Keep the interior of the buildings on the Property including all fittings and fixtures in reasonable repair and condition, fair wear and tear accepted and will yield up the same in like repair and condition at the expiration of the said term.
- 5.12. Permit the Lessor or the Lessor's Agents at any arranged time to enter the Property to view the state and condition thereof upon reasonable advanced notice.
- 5.13. Execute all repairs for which the Lessee is liable in accordance with any notice reasonably given by the Lessor after inspection of the Property as aforesaid.

6. THE LESSOR AGREES WITH THE LESSEE AS FOLLOWS:

- 6.1. The Lessee paying the rent hereby reserved and performing and observing all agreements and conditions herein contained or implied and, on its part, to be performed and observed shall and may peacefully and quietly hold the Property during the lease term hereby created without any interruptions from or by the Lessor of any person on his behalf.
- 6.2. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, acknowledges that the Premises are in satisfactory and acceptable condition.
- 6.3. To keep the property and the water and sanitary apparatus and electric wiring in good and tenantable repair and condition and will carry out any major repairs to the inside of the said property not caused by the default of the Lessee under this Agreement.

- 6.4. To pay the rates, government land rent and all other taxes including taxes withholding and insurances and charges now or hereafter payable in respect of the property and if required provide to the Tenant copies of the receipted accounts.
- 6.5. To ensure all services are duly connected at the commencement of the Lease Term and shall ensure all utility accounts are duly cleared up at the commencement date.
- 6.6. To ensure the utilities are well maintained and all services are functioning appropriately and any problems arising will be attended to in a timely manner.

7. NOTICES.

The parties choose as the domicile for all purposes under this lease, whether in respect of court processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the following addresses: -

LESSOR

YUETONG COMPANY LTD

P.O. Box Dar es Salaam

Tel:0710686888.

Email:julianajosephdamas@icloud.com

LESSEE

FADA GROUP OF COMPANIES LTD

P.O. Box.....,Dar es Salaam.

Tel:0675599999

Email:917370557@qq.com

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

8. DISPUTE RESOLUTION

Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation and in case amicable settlement fails at any stage and for whatever reason, an aggrieved party shall have the right to refer the dispute to a court of competent jurisdiction as per the laws of Tanzania.

9. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the applicable Laws of the United Republic of Tanzania.

10. SEVERABILITY

The invalidation of any one of the terms, conditions or other provisions herein by judgment or court order shall in no way affect any other terms, conditions and provisions hereof, and the remainder of this Agreement shall remain in full force and effect.

11. AMENDMENTS

This Agreement shall not be changed or supplemented in any way except by properly executed documents signed by the parties or a representative or officer duly authorized in writing by each of the Parties hereto.

12. ENTIRE AGREEMENT

This Agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the Parties in respect of such matters.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove written.

SIGNED and DELIVERED at Dar es Salaam,
By the said, **LESSOR YUETONG COMPANY LTD**
Who is known to me personally, in my presence,
This.....day of.....the year 2025


.....
LESSOR


IN THE PRESENCE OF:

NAME:
ADDRESS:
SIGNATURE:
DESSIGNATION:

NAME:
ADDRESS:
SIGNATURE:
DESIGNATION:



BEFORE ME:

NAME:
ADDRESS:
SIGNATURE:
QUALIFICATION:

SIGNED and DELIVERED at Dar es Salaam,
By the said **FADA GROUP OF COMPANIES LTD,**
who are known to me personally in my presence,
this.....day of.....2025

} 
LESSEE 

IN THE PRESENCE OF:

NAME:
ADDRESS:
SIGNATURE:
DESIGNATION:

NAME:
ADDRESS:
SIGNATURE:
DESIGNATION:

BEFORE ME:

NAME:

ADDRESS:

SIGNATURE:

QUALIFICATION:

