

LEASE AGREEMENT

BETWEEN

LIWEN CHI

(LANDLORD)

AND

ALSHIFA LTD

(TENANT)

DRAWN BY:

ALPHA ATTORNEYS
MEK-ONE PLAZA (TAZARA), 2ND FLOOR
NEXT TO DAR GROUP, NYERERE RD,
P.O BOX 40610

DAR ES SALAAM

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[Handwritten signature]

LEASE AGREEMENT

THIS LEASE made at Dar es Salaam this ^{11th} day of October 2016

By and between

LIWEN CHI, a natural person, Tanzanian, living for gain within the city of Dar es Salaam of Postal Office Box No. 31829, Dar es Salaam (hereinafter called "the Landlord") of the **ONE PART**.

And

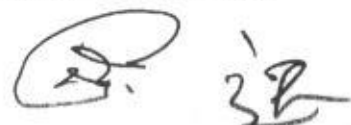
ALSHIFA LTD, a limited liability company incorporated and existing under the Companies Act, Cap. 212 of the laws of the United Republic of Tanzania, of Postal Office Box No. 20193, Dar es Salaam, Tanzania (hereinafter called "the Tenant" which expression shall include its successors in title) of the **OTHER PART**.

WHEREAS:-

- (a) The Landlord is absolutely seized and possessed or otherwise well and sufficiently entitled to the piece of land situated at Plot No. 40, Block 83, along Mikocheni B, Kinondoni Municipality, within a city of Dar es Salaam, hereinafter referred to as "the demised premises";
- (b) The Landlord has agreed to grant the tenant a lease in respect of the said premises for a period of five years commencing on the 1st day of January 2017, without any interference, subject to terms and conditions laid down in this agreement;
- (c) The Tenant agrees to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the rent hereby granted and the tenant' covenants hereinafter mentioned, the Landlord hereby demise unto the tenant the demised premises to hold the same without any interference whatsoever, for a period of five years commencing from the 1st day of January 2017 at a monthly rent of **USD 3000** per month, payable six month in advance.
2. It is hereby agreed and understood that the tenant will take possession of the premises from the 1st day of January 2017 after renovation of the said premise by Landlord.



3. The rent herein reserved shall be paid in USD starting from the 1st July 2017.

4. The Tenant **HEREBY COVENANTS** with the Landlord as follows:-

- (i) To occupy the demised premises for **Medical centre/Hospital** establishment and other activities supporting the main activity, notwithstanding the foregoing, Tenant shall not use the leased premises for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical thing or device;
- (ii) To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges, (including meter rents, if any) in connection with the demised premises during the said term;
- (v) To keep the interior of the demised premises and appurtenances thereof tidy and in good condition throughout the term (fair wear and tear excepted);
- (vi) To allow the Landlord and/or his agents at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premises;
- (vii) The **TENANT** shall not sublet the premises or any portion thereof, or cede assign, pledge this lease or any of its rights hereunder without the **LANDLORD'S** prior written consent. Notwithstanding anything to the contrary contained or implied herein in the event of the **TENANT** wishing to sub-let, then application for the consent of the **LANDLORD** shall be made to the **LANDLORD**;
- (viii) The **TENANT** shall further not give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all, without the **LANDLORD'S** prior written consent.
- (ix) Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Landlord, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications excepted);
- (vi) Not to use the demised premises or any part thereof for any illegal or immoral purpose;



- (vii) Payment of rental shall be by means of Cash, crossed cheque of Bank Transfer in favour of **LIWEN CHI**
- (viii) To pay and discharge all rental taxes, rates, duties and any other levies imposed by the Government, Revenue Authorities, Municipal Council or other authority in relation to business;
- (ix) To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenable condition in accordance with the covenants herein contained, fair wear and tear accepted.

5. The Landlord **HEREBY COVENANTS WITH THE TENANT** as follows:


- (i) To undertake to pay for the construction, improvements and renovation costs;
- (ii) Subject to the Tenant performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Landlord to interfere, interrupt or intrude upon the Tenant's peaceful enjoyment of the demised premises throughout the said term;
- (iii) To pay and discharge all rental taxes, rates, duties and any other levies imposed by the Government, Revenue Authorities, Municipal Council or other authority in relation to the demised premises
- (iv) To insure or cause to be insured and keep insured the demised premises and the fixtures therein against loss or damage by fire and such other risks as the Tenant deems desirable or expedient;
- (v) To maintain the interior and exterior parts of the building together with the surroundings of the demised premises, which obligation shall include but not limited to the carrying out of repairs and maintenance where required and generally to remedy any structural fault or faults or construction affecting the convenient and proper use or occupation thereof, provided that such faults are not attributable to neglect on the part of the Tenant, his agents or employees; to maintain and repair the water and sewerage and sanitary systems, and assure constant supply of water; to maintain the wiring and electrical systems and assure constant supply of power, save where there is nationwide power problem from the national power supplier;
- (vi) The **LANDLORD** may cancel this lease if:



- (a) There is damage to the building such that the premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or
- (b) There is destruction or damage to the building or parts therefore, whether or not the premises are involved and the **LANDLORD** determines to put an end to the tenancies in the building in order to engage in reconstruction, renovation or rebuilding.
- (c) The cancellation shall be by written notice given by the **LANDLORD** within 90 days of the taking place of the event giving rise to the cancellation, provided that in the case of notice given, such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be took place and in the case of notice shall be deemed to be effective on the expiration of a period of 30 days of the giving of such notice. Any such cancellation shall be without prejudice to any rights or claims which the **LANDLORD** may have against the **TENANT** whether in terms hereof or otherwise.

6. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:

- (i) If at any time during the term of lease for the demised premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the wilful act, neglect or default of the tenant or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;
- (ii) Should the Tenant desire to vacate the demised premises during the continuation of the Lease, the Tenant shall give three months written notice signifying such intention;
- (iii) If the Tenant shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby



granted he shall be obliged to give the Landlord a one month notice of such desire prior to the expiration of the term hereby granted.

- (iv) If the tenant shall have reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted then the Landlord shall let the demised premises to the Tenant for the further term of five years and on such terms as will be mutually determined by both parties.
- (v) The lease agreement hereby entered shall be for a period of five years renewable at the option of parties and upon such terms as shall be mutually determined by both parties and that the rent increase herein stipulated shall be subject to changes and adjustments upon agreement between the parties and shall not exceed 15% of annual rent within five years of contract. The Tenant shall exercise such renewal option, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial terms.

7 This Lease shall be governed by and construed in accordance with the laws of the **UNITED REPUBLIC OF TANZANIA**. In case of any dispute or difference arising between the parties here to as to the construction of this instrument or the rights duties or obligations of either party hereunder or any matter arising out of or concerning the same, every such dispute and matter in difference shall first be subject to amicable resolution by the parties. In the event that the parties are unable to reach amicable resolution within thirty (30) days of the submission of the dispute by the aggrieved party, the dispute shall finally be settled in accordance with legal proceeding of the Tribunal or Courts with competent jurisdiction.

IN WITNESS WHEREOF, the Landlord and the Tenant have put their respective signatures on this agreement on the day, month and year hereinbefore appearing.

Signed and Delivered at Dar es Salaam by the said **LIWEN CHI** who is known to me personally/introduced to me by WANG XIAODONG.....latter being known to me personally in my presence this 11... day of OCTOBER.....2016.

.....
LANDLORD

Signature:

Designation: **ADVOCATE/NOTARY PUBLIC**

Address: P. O. Box 40610
Dar es Salaam.



SEALED and with **COMMON SEAL** of the said
...~~ALH.D.G.D ADAM TANA~~... on behalf of
ALSHIFA LTD who is introduced/known to me personally
by WANG XIAODONG in my presence
this 11th day of October 2016



.....
COMMON SEAL

Signature: 

Designation: **ADVOCATE/NOTARY PUBLIC**

Address: P. O. Box 40610
Dar es Salaam.

