

DATED THIS 20TH DAY OF JULY 2020

LEASE AGREEMENT

BETWEEN

POLAI (TZ) COMPANY LIMITED

AND

FATMA SAID ALI

DRAWN BY:

MIRABA ATTORNEY

Msasani, Namanga Street, Masaki Road

P.O BOX 70394

Dar es Salaam.



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LEASE AGREEMENT.

THIS LEASE AGREEMENT IS MADE THIS 13TH JULY 2020

This LEASE is in respect of House PLOT 86 BLOCK "A2" Mikocheni Area in Kinondoni Municipality within Dar es Salaam Region.

BETWEEN

FATMA SAID ALI of P.O BOX 10337, Dar es salaam (hereinafter referred to as the "LESSOR") which expression shall, unless the context allows otherwise, include his assignees, successors, administrators in title and or right), of one part.

AND

POLAI (TZ) COMPANY LIMITED of P.O Box, Dar es Salaam hereinafter referred to as the "LESSOR") which expression shall, unless the context allows otherwise, include its assignees, successors, administrators in title and or right), of the other part.

And whereas the LESSOR is the lawful owner of the House on Plot 86 Block "A2" Mikocheni Area in Kinondoni Municipality within Dar es Salaam Region. (Hereinafter called the DEMISED PREMISES).

AND WHEREAS the LESSOR is desirous of letting to the LESSEE and the LESSEE to rent from the LESSOR the Demised Premises on terms and conditions as herein appearing in the Contract.

NOW THIS DEED WITNESSES as follows:-

1. The LESSOR hereby demises into the LESSEE the Demised Premises for a term of Five years commencing on 20th day of July 2020, subject to review and renew after other five years.
2. The rental shall be at the rate of United States Dollar One Thousand (USD 1000) only per month payable yearly in one lump sum.
3. That the LESSEE shall pay the LESSOR the installment of six (6) month at the first date of signing contractual period which will be United State Dollar Six Thousands (6000) only, and the other remained amounts shall be payable after one months from the date of signing Lease Agreement.

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4. That every after two years of Lease Agreement, the LESSEE shall increase to pay the LESSOR five(5) percent of the rental agreed amounts from first date of signing contractual period.
5. The LESSEE herein covenants with the LESSOR as follows:-
- (i) To pay the rent foretasted on the days aforesaid.
 - (ii) Not to sublease without the consent of the lessor.
 - (iii) The use of the Premises for commercial purposes only and not to use it otherwise without express consent from the LESSOR.
 - (iv) The LESSOR will provide technician to demolish the demised premises for the costs of the LESSEE.
 - (v) To keep the Demised Premises clean.
 - (vi) To keep in tenable repair of the Demised Premises including all doors, windows, locks and fasteners and the interior of the Demised Premises and the sanitary and water apparatus there in and the electrical wiring thereof (ordinary wear and tear and damage by accidental tempest save where damage is occasioned in consequence of set or default out the LESSEE throughout the term) and yield up the same in such repair at the determination of the lease (however determined) in effect all minor repairs are to be carried out by the LESSEE.
 - (vii) To pay all rates and charges for the use of utilities and all fees for sanitary removal in respect at the demised premises during the period of the said tenancy.
 - (viii) To permit the LESSOR and his agents and or artisan with necessary appliances at all reasonable time upon the LESSOR giving reasonable notice to the LESSEE, except in the case of emergency, to enter the Demised Premises for the purposes of examining the condition of the Demised Premises.
 - (ix) To comply with all Municipal health regulation as may be promulgated by the Kinondoni Municipal Council.
 - (x) At the expiration of the said term of tenancy, to yield up peacefully to the LESSOR the Demised Premises in good and tenable repair and condition. Save, where the tenant is interested to continue with the tenancy will give the lessor a one moth notice before the end of the lease requesting extension of tenancy. The lessor may agree and give new covenants and conditions.

6. The LESSOR covenants with the LESSEE as follows:-
- (i) The LESSEE observing all the covenants and conditions contained in this lease shall peacefully hold and enjoy the Demised Premises during the term of lease without claiming under or in trust for it.
 - (ii) Respect the Five year subject to the renewal agreement after five years reviews unless terminated by the LESSEE

7. **PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT** the LESSEE shall be at liberty to terminate this lease agreement before the Expiration date, by giving a three (3) calendar month notice deliver vacant Possession of the premises to LESSOR.

6. (I) This Lease may be renewed for a further period of Five year on terms and Conditions which may be varied. In such event the LESSEE may give Terminations of the term herein.
- (ii) That the LESSEE agreed with the LESSOR within one month to demolish the existing main house and turn into godown/s per specifications and drawings submitted and consent expressed by the LESSOR, at the LESSEE's costs for the purpose of Urine process Factory for the costs of LESSEE him/ herself.
 - (iii) That the LESSOR shall vacate in the demised premise within one (1) month from the date of signing the contractual period
 - (iv) A notice shall be deemed duly served on the LESSEE if addressed to Him/her and left on the Demised Premise and shall be deemed to be dully served on the LESSOR if addressed to him by registration post after mentioned address.
 - (v) The LESSEE within two years after signed this agreement with the consent of the LESSOR will have a chance to purchase the demised premises.
 - (vi) It is hereby further agreed and declared by and between the LESSOR and the LESSEE that this lease is specifically in respect of House Plot No.86, Block "A2" Mikocheni Area but does not include the Outer Room constructed in front of the main Building.

(vii) The grace period for contractual period will be one month (1) ~~from the date of signing contract or lease agreement~~ from 21st August 2020 to 21st September 2020

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GOVERNING LAW

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

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

SIGNED AND DELIVERED by said

FATMA SAID ALI who is known/

Introduced to me by

Who is known to me personally

This 20th Day of July 2020

[Handwritten Signature]
LESSOR

BEFORE ME:

Name JACKSON O. KOMBA

Signature *[Handwritten Signature]*

Postal address P.O. Box 70394 DAR ES SALAAM

Qualification ADVOCATE



SEALED by the COMMON Seal of POLAI (TZ) COMPANY LIMITED

And DELIVERED at Dar es Salaam

SEAL.

In the presence of us this

Day of 2020

1) Signature: *[Handwritten Signature]*

Name: SHIH Hsuan Chen

Address:

Qualification: Director

2) Signature:

Name:

Address:

Qualification:

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