

LEASE AGREEMENT

BETWEEN

**SAID ISMAIL HANYA
(LESSOR)**

AND

**UNI NICE INTERNATIONAL LTD
(LESSEE)**

**IN RESPECT OF THE PEACE OF LAND SITUATED AT KIDOLE AREA,
MSONGOLA WARD, ILALA DISTRICT - DAR ES SALAAM**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 29 day of 03, 2021

BETWEEN

SAID ISMAIL HANYA, whose address is P. O. Box 79575, Dar es Salaam, (hereinafter referred to as **'the Lessor'**, which expression where the context so admits includes the person deriving title under the Lessor, its successor in title and assigns) of the one part;

AND

UNI NICE INTERNATIONAL LTD a limited liability company, dully registered under the laws of the United Republic of Tanzania whose address is P.O. Box 5875 Dar es Salaam (hereinafter referred to as **'the Lessee'**, which expression where the context so admits includes the person deriving title under the Lessee, its successor in title and assigns) of the other part;

RECITALS: -

WHEREAS, the Lessor is the owner of that piece of land located at **Kidole Area, Msongola Ward , Ilala District – Dar es salaam** With a total area of 1500sqm.

The boundaries of the peace of land described as follow:

- a. East side MWASI MASONI
- b. West side ROAD
- c. North side ANKOLA
- d. South side MWASI MASONI

WHEREAS the lessee is a company registered in Tanzania, providing professional services in transportation and logistics business.

AND WHEREAS, the Lessor is willing to lease and the Lessee is desirous to lease from the Lessor the landed Property as better described in this Agreement as the Demised Area to be used for the purposes of establishment logistic yards;

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AND WHEREAS, the Lessor has agreed to let the said Demised Area to the Lessee for a term of Three (3) years only.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 GRANT OF LEASE AND TERM OF LEASE

1.1 Grant of Lease

The Lessor, in consideration of the rents to be paid and other covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby agree to lease and take from the Lessor the Demised Area, together with, present developments located thereon.

1.2 Term of Lease

The term of this Lease (the "Term") shall begin on the Commencement Date, and shall continue for a Period of Three (3) Years only. That upon the expiry of the Three (3) year period. The renewing of the term will be discussed according to their willingness.

1.3 Use of property by the Lessee

The Lessee shall use the Demised Area for the commercial purpose of furthering its business of establishment of Logistics yard. The lessor shall assist the lessee by furnishing any necessary documents or consent needed by the Government in furtherance of the lessees business.

2.0 PAYMENT OF RENTALS

The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, rent at the following rates and times and in the following manner.

2.1 Monthly Rent

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2.1.1 Subject to clause 2.3 below, the Lessee shall pay a monthly rent of **Tanzanian Shilling Twwo Hundred Fifty Thousand Only (Tsh 250,000/=)** .

2.1.1.1.1.1.1.1.1 Both parties agree that the above mentioned amounts shall be paid on the account of the Lessor listed below.

ACCOUNT NAME	ACCOUNT NUMBER	BANK
SAID ISMAIL HANYA	7205192002	DTB

2.2 Payment of Rent

Subject to clause 2.3 below, the Lessee shall pay the rent **monthly**.

3.0 CONSTRUCTION AND REPAIRS

3.1 Construction: -

3.1.1 The Lessee may where it deems necessary for the furtherance of its business activities as set out in clause 1.3 above, erect any temporary structures on the Demised Area at its own cost, provided that the Lessee has first obtained the prior consent of the Lessor to such construction which consent shall not be unreasonably withheld. There shall be no financial or any compensation to the Lessee by the Lessor for any structure built on the Demised Area after the expiry of the Lease or upon termination of the Lease by either party.

3.1.2 The Lessee shall at its own cost obtain all certificates, permits, licenses and other authorizations of governmental bodies and/or authorities which are necessary to permit any construction on the Demised Area by the Lessee and shall keep the same in full force and effect at the Lessee's cost.

3.1.3 The Lessee shall cause all constructions to be fully and completely performed in a good and workmanlike manner, all to the effect that the construction shall be fully and completely

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constructed and installed in accordance with good engineering and construction practice.

3.2 Repairs

- 3.2.1 The Lessee may at its own cost make structural alterations to the Demised Area provided that the lessee acquires all the necessary compliance permits.

4.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- 4.1 To pay the Rent hereby reserved on the day and in the manner set out in this Lease (or by such other mode of payment nominated by the Lessor) to the account of the Lessor notified by the Lessor to the Lessee free and clear of all taxes and deductions (save for statutory withholding tax) whatsoever.
- 4.2 To take good care of the Demised Area and surroundings, comply with all laws and government regulations applicable to it and to the Property, indemnify and save harmless the Lessor from and against any and all liability arising from injury during the said Term to any person or property, occasioned wholly or in part by any act or omission of the Lessee or of any of its servants, employees or agents.
- 4.3 To permit the Lessor and its agents and all other persons authorised by the Lessor with or without workmen and others to enter upon the Demised Area at reasonable times and upon a twenty four (24) hours notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease have been observed and performed and/or to view the state of repair and condition of the Demised Area;
- 4.4 Not to use the Demised Area or any part thereof for any purpose other than for commercial purposes as provided under clause 1.3 of this Agreement.

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4.5 To comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of Parliament now or hereafter enacted and every instrument, regulation and by-law and every notice, order and direction and every licence, consent and permission made or given thereunder) so far as the same shall affect the Property and/or the Demised Area and to indemnify the Lessor in respect of all such matters as aforesaid;

4.6 To perform and observe all covenants, agreements, conditions, restrictions, stipulations and provisions contained in the instrument under which the Property is held and not at any time to do or permit or suffer anything to be done whereby the Lessor's title to the Property may be voided or forfeited and at all times keep indemnified the Lessor and its estates and effects from and against all actions, proceedings, costs, damages, claims and liabilities incurred by the Lessor for or in respect of any breach which may be committed by the Lessee during the said Term of any of the said covenants, agreements, conditions, restrictions, stipulations and provisions;

4.7 Not to allow permit or suffer the Rent or any part thereof to fall in arrear for more than Thirty (30) days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been demanded or not and in case of any delay in the payment of the rent, to duly notify the Lessor of such delay.

5.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

5.1 The Lessor warrants and represents, upon which warranty and representation the Lessee has relied in the execution of this Lease, that the Lessor is the owner of the Demised Area, free and clear of all encumbrances .

5.2 The Lessor covenants and agrees that, subject to the Lessee paying the rent and observing and performing all of the terms, covenants and conditions on the Lessee's part to be observed and performed

hereunder, the Lessee may peaceably and quietly have, hold, occupy and enjoy the Demised Area in accordance with the terms of this Lease without hindrance or molestation from the Lessor or any persons lawfully claiming through the Lessor.

5.3 The Lessor Convenats and agrees that during the the first Three(3) years of the lease, it shall not sale or enter into a transaction that may lead to the change of ownership of the property except with the express written consent of the Lessee.

5.4 To ensure that during the term of the lease, to pay for the property tax for the existing building except for those buildings and structures to be erected/constructed by the Lessee as well as ensure that the Land rent for the property is duly paid.

6.0 OTHER COVENANTS:

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

6.1 If the Lessee shall default in paying any sum required to be paid pursuant hereto such sum shall be recoverable (whether formally demanded or not) as if rent in arrear and the power of the Lessor to exercise legal measures to have the rent recovered.

6.2 The Lessor shall not be liable for any loss, damage or injury to the Lessee, the family, employees, servants, agents, visitors or licensees of or the property of the Lessee or of any other such persons caused in whole or in part by:-

6.2.1 any defective or negligent work, construction or the lighting or equipment or other parts of the structure of the Property or the Demised Area;

6.2.2 any lack or shortage of electricity, water or drainage;

6.2.3 any burglary, theft or break in;

6.2.4 any fire, explosion, falling plaster, steam, rain or leaks from any part of the Property or the Demised Area or from the pipes,

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6.4 The Lessor and the Lessor's agents have made no representations or promises with respect to the Demised Area save and except as herein expressly set forth. The taking possession of the Demised Area by the

- 7.1 Neither Party may terminate this Agreement during the Three (3) years except as provided for in this Agreement.
- 7.2 The Lessor shall have the option to terminate this Lease in the event if:
- 7.2.1 The Lessee fails to pay the Rent or any part thereof within three (3) months from the due date of payment of the same (whether or not the same has been formally demanded) except if the Lessor consents to the delay in the rent payment.
 - 7.2.2 A Winding Up Order is made against the Lessee or it enters into a voluntary winding up; or
 - 7.2.3 The Lessee defaults in the observance or performance of any of the covenants and agreements required to be performed and/or observed by the Lessee hereunder and such default is not remedied within ninety (90) days after notice to the Lessee in writing of such default.
 - 7.2.4 Insolvency of the Lessee;
- 7.3 The Lessee shall have the power to terminate this Lease Agreement under the following circumstances;
- 7.3.1 The Lessor defaults in the observance or performance of any of the covenants and agreements required to be performed and/or observed by the Lessor hereunder and such default is not remedied within ninety (90) days after notice to the Lessor in writing of such default.
 - 7.3.2 Allow lessee to terminate the contract due to changes in the daily production activities site (Notify the lessor one month in advance)
- 7.4 The Lessee shall on termination of this Agreement, (whether at the end of the Term of the Agreement or otherwise), remove all its movable from the Demised Area and make good the flooring and ceiling.

8.0 SALE OR TRANSFER OF THE PROPERTY

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8.1 Both parties herein agree that after the expiry of the Three (3) years of the lease as stated herein, the Lessor shall have the power to sale the property provided that the first right of purchase shall be for the Lessee and that the sales price shall be as per the market price at the time of sale.

8.2 That in the event the property is transferred or sold to a third party, such sale shall be subject to the terms of the lease agreement between the Lessor and the Lessee and that the new owner shall have to comply to the terms of the Lease.

9.0 FORCE MAJEURE

9.1 In the event that the Lessor or the Lessee shall be delayed or hindered in or prevented from the performance of any act other than the Lessee's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

9.2 Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond the control of either Party.

10.0 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed in accordance with the Laws of the United Republic of Tanzania.

10.2 All disputes and questions whatsoever, which shall arise between the Parties hereto touching this Lease or the construction or application thereof or any clause or thing therein contained or to the rights or liabilities of any Party under this Lease shall be referred to the Court

11.0 MISCELLANEOUS

11.1 Notices

All notices required and/or given under this Lease shall be in writing or by electronic mail (also commonly referred to as "email") and shall in the case of written notices to the Lessee be sufficiently served if addressed to the Lessee and delivered to the Demised Area or forwarded to the Lessee by registered post at the address stated herein or in the case of emails be sufficiently served if sent to the Lessee to an email address provided by the Lessee and in the case of notices to the Lessor be sufficiently served if forwarded to the Lessor by registered post at the address stated herein or emailed to an address provided by the Lessor and so that any notice so posted or emailed shall be deemed to have been served within five (5) days and one (1) day respectively following the date of posting or emailing as the case may be.

11.2 Entire Agreement

This Agreement contains the entire and only agreement between the Parties as to its subject matter, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.


SIGNED and **DELIVERED** in the presence of us by the said **SAID ISMAIL HANYA** who is known to me/introduced to me by

.....
this 27 day of 03 2021




LESSOR

BEFORE ME

Name: HILAL HAMZA
Signature: 
Address: P.O. Box 11133 DFM
Qualification: ADVOCATE



SEALED and **DELIVERED** in the presence of us by the said **UNI NICE INTERNATIONAL LTD** who is known to me/ introduced by.....
this 29th day of March 2021

Name: Zhang Yufan
Signature: 
Address:
Designation:



Name:

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