

**THE LAND REGISTRATION ORDINANCE (CAP.334)**

**LEASE AGREEMENT**

**BETWEEN**

**MRS NDESHI SAULO KIMATH**

**AND**

**SINO TANZANIA KANGNING POLYCLINIC LIMITED**

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**IN RESPECT OF THE PREMISES SITUATED IN PLOT NUMBER 169 REGENT  
ESTATE DAR ES SALAAM TANZANIA.**

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**DRAWN BY:**

Ndeshi S. Kimath,  
P.O Box 15047  
Dar es Salaam

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**LEASE AGREEMENT**

This Lease is made on this date of <sup>MAY</sup> 10<sup>th</sup>, ~~April~~, 2024 between Mrs. Ndeshi Saulo Kimath of P. O. Box 15047 Dar es salaam (hereinafter referred to as the "LESSOR") of one party

AND

SINO TANZANIA KANGNING POLYCLINIC LIMITED of P. O. BOX ..... Dar es Salaam (hereinafter called the "LESSEE") of the other part.

WHEREAS;

1. The Lessor is the lawful owner of the whole of the said premises situated and erected at plot No. 169 Regent Estate Dar es Salaam, (hereinafter referred to as the "Premises").
2. The Lessor is desirous of leasing the premises, and the Lessee agreed to rent the premises for a period of Eight (8 years) commencing from the <sup>10<sup>th</sup></sup> day of ~~April~~ <sup>JUNE</sup>, 2024 and ending <sup>31<sup>st</sup></sup> of ~~April~~ <sup>MAY</sup>, 2032.
3. Both parties hereto have agreed that the demised premises shall be used for purposes of a Polyclinic & Diagnostic Center only.

**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

1. That the rent for the said premises shall be USD 4,000/= (Four Thousand United States Dollars) only per month, payable annual in advance, VAT exclusive. VAT shall be paid by the Lessee to the Lessor who shall remit the same to relevant tax authority at the beginning of every term year. Proof of the same shall be furnished to the Lessee immediately after payment. The Lessee shall withhold and pay the withholding tax on behalf of the Lessor as required by law and will furnish the TRA receipts to the Lessor. The Lessor will provide her bank details.
2. That the premises are rented for commercial purposes namely a Poly Clinic & Diagnostic Lab only. That the premises shall not be used for residential purposes in anyway whatsoever.
3. Rent stated above is subject to review Three (3) months prior to the end of the initial Two years of the term created herein and for every subsequent Two (2), however, any increment shall not exceed Six (6)% of the rent for the ending Two years period of the lease.
4. That is hereby agreed that the Lease Agreement may be renewed for another period by mutual consent of the parties in writing three months' notice before the expiry of this Lease period herein. *Wally*

*Wally*

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5. That the tenant upon written consent from the Owner will be allowed to erect temporary structures, of any materials to suit its business model. However such structures must be permitted by relevant authorities. That such structures shall be at the account of the tenant. The tenant shall remove all such temporary structures upon expiry of the lease term created herein unless the Owner opts otherwise

That for clarity the temporary structures to be added include

- (i) CT Scan building at the rear of the existing main building
- (ii) Surgery Building at the front of the main building and behind the existing pharmacy. That at the moment the area has a garden which the Lessee shall restore upon demise of the lease.
- (iii) Shed/waiting area
- (iv) Renovation of the existing outer washrooms.

**THE LESSEE hereby covenants with the LESSOR as follows:-**

1. To keep the demised premises and appurtenances thereof including doors, windows, and other fixtures, electrical wire, sanitary and water apparatus therein and the paintings and decorations thereof in good condition.
2. To maintain the gardens of the premises in good order and properly cultivated and planted.
3. To allow the Lessor and / or his workers at all reasonable times to enter upon the demised premises for the purpose of inspecting the state of repairs thereto as may be necessary.
4. To pay water, telephone and electricity bills attributable to the demised premises during the specified period and rightfully incurred by the Lessee.
5. To undertake and meet the costs of repairs and renovations undertaken by the Lessee as a result of negligent use of the demised premises
6. NOT To sublet, assign or part with possession of the demised premises or any part thereof without prior written consent of the Lessor.
7. Not to use or permit the use of the premises for any purpose other than the agreed purpose.
8. Not to make or permit or cause to be made any alterations or additions to the demised premises without prior written consent of the Lessor upon the Lessor having approved, in writing, drawings prior to the said renovations.
9. In case of damage to the Premises or its appurtenances by fire, earthquake, war or any other

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unforeseen cause, the Lessee shall immediately give notice thereof to the Lessor. If the Premises are damaged by fire or other cause without the fault or negligence of the Lessee, or its agents, clerks, servants or visitors, the injury shall be repaired at the expense of the Lessor as speedily as possible after such notice. In the event of the Premises or any part thereof at any time during the tenancy being so damaged so to be wholly or partly unfit for use and occupation, the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use;

10. Upon expiry of the Agreement, the Lessee shall surrender the demised premises in good order and condition.

**The LESSOR hereby covenants with the Lessee as follows:**

1. While the Lease is in force not to dispose the premises without written notice to the Lessee, save that any such disposition shall be without prejudice to the remaining term of the Lessee.
2. To keep the demised premises in sufficient repair for the same and to keep in proper working order the installation for the supply of water and electricity for the purpose permitted under this agreement.
3. To pay land rent and other statutory charges imposed on the Lessor by any Law.
4. Payoutstanding bills, if any, to include but not limited to water, electricity, garbage incurred before the Lessee takes occupancy of the demised premises.
4. The Lessee having occupied the said premises and observing and performing the several covenants shall peacefully hold and enjoy the premises without interruption by the Lessor or her agents.
5. To keep the roof, main walls, electrical supply, drains, supply and the pipes into and out of the Premises in good and tenable condition before handing over the Premises prior to the commencement of the Lease Period.

**PROVIDED ALWAYS and it is hereby agreed that,**

(i) If any covenant on the Lessee's part herein contained shall not be performed or observed, it shall be lawful for the Lessor at anytime and thereafter to re-enter upon the demised premises or any part thereof and thereupon the terms hereby created under this lease shall forthwith cease and determine but without prejudice to any right of action of the Lessor in respect of any breach

of the Lessee covenants herein contained and subject to the Lessee's right on the balance of the liability on the money pre-paid as rent.

(ii) That any provision of this Lease may be amended by agreement of the concerned parties.

(iii) If and whenever during the said term the covenant on the Lessor's part herein contained shall not be performed or observed and failure to amicably sort the dispute has been observed then in any of the said cases it shall be lawful for the Lessee at any time thereafter to resort the remedies available under the law against the Lessor or the Lessee may terminate this Lease by giving the Lessor 30 days' notice whereby the Lessor will refund to the Lessee any rent paid in advance for any advance period;

(iv) The Lessor/Lessee shall bear all costs and expenses including stamp duty. Each party shall bear its Advocate's fees inconnection with the preparation, execution and validation of this Lease; and

(v) The governing law to be used in the interpretation and application of the terms of this Lease shall be the laws of the United Republic of Tanzania.

(vi) In the event of any dispute between the parties to this Lease, the aggrieved party shall first make an attempt to amicably settle the matter and only in the event that an attempt to amicably settle the matter has failed, shall the aggrieved party refer the matter to a Court of Law.

(vii) Prior to occupation, a list of items available on the premise shall be signed by both parties.

*10<sup>th</sup> MAY*  
**IN WITNESS WHEREOF**, the parties hereto have executed these presents on this ...<sup>10<sup>th</sup></sup> day of ~~April~~ <sup>May</sup>, 2024 in the manner hereinafter appearing.

Signed at Dar es Salaam and Delivered

**By the Lessor**

Name: MORRI SAUO KIMATH

Signature: *Morri Sauo Kimath*

Date: 10<sup>th</sup> MAY 2024

**Witnessed By:** JUDITH DICKSON ULOMI

Signature: *Judith Dickson Ulomi*

Position: ADVOCATE

Date: 10<sup>th</sup> MAY 2024



SEALED with the COMMON SEAL of SINO )  
SINO TANZANIA KANGNING POLYCLINIC )  
LIMITED and delivered in the presence at )  
10/11/2024 this day of April, 2024 )



\* Name: MS. Huang Xiao DAN  
\* Signature: [Handwritten Signature]

Qualification: Director  
Postal Address: SSSA Commercial Complex

\* Name: Mr. Liu Hai Ping  
\* Signature: [Handwritten Signature]  
Qualification: Director  
Postal Address: SSSA Commercial Complex

Witnessed By: Omary Mwinymkuu Mwenegoha  
Signature: [Handwritten Signature]  
Position: ADVOCATE  
Date: 10/15/2024

