

DATED THIS _____ DAY OF _____ 2024

LEASE AGREEMENT

BETWEEN

MOHAMMED RAZA PYRALI

AND

MWANZA JINYANG DAILY CHEMICAL CO. LIMITED

DRAWN BY:

IPC Legal Advocates,

6TH Floor, rea Wing PSSF Mwanza Plaza,

P.O.Box 1629, Kenyatta Road Mwanza.

Email. info@ipclegal.co.tz/stehner@yahoo.com Web. www.ipclegal.co.tz

THIS LEASE AGREEMENT is made this day of 2024

BETWEEN

Mohammed Raza Pyarali of P. O. Box 2252 Mwanza (hereinafter called "**the LESSOR**") which expression shall where the context so admits, include its successors in title of the one part;

AND

MWANZA JINYANG DAILY CHEMICAL CO. LIMITED, a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 R.E 2002 whose address for purposes hereof is P. O. Box 1626 **Mwanza** (hereinafter called "**the LESSEE**") which expression shall where the context so admits, include its successors in title of the one part;

WHEREAS The Lessor is the registered beneficial owner of a building and other subsidiary structure situated at **CT.NO 14204 Plot number 10 Block "G" Igoma, Mwanza City**

WHEREAS the Lessee has requested the Lessor to lease the Lessor's property for residence and business purposes (hereinafter referred to as the '**demised Premise**')

AND WHEREAS the Lessor is willing and ready to lease the Demised premise to the Lessee on the following terms and conditions;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONSENSUS CLAUSE

1.0 In consideration of the rent and the performance of Lessee's covenants hereinafter reserved and contained the Lessor **DOES HEREBY DEMISES** unto the Lessee the said property on **CT.NO 14204, Plot number 10 Block "G", Igoma Mwanza City** Region subject to terms and conditions set out in this agreement

2. LEASE TENURE

The lease created herein shall be for a period of Ten years commencing on 1st December 2024 to 31st December 2034 with rent payable yearly. The lease shall be subject to renewal on its expiry and the lessee shall give notice of intention to renew this agreement to the Lessor in a period of not less than two months before expiry of this agreement.

3. RENT, TAX AND OTHER CHARGES

- 3.1 The monthly rent shall be **Tanzania Shillings Three Million Only (Tshs 3,000,000)** payable yearly at a total of **Tanzania Shillings of Thirty-Six Million Only (36,000,000/=)** from the date of executing this agreement.
- 3.2 The rent shall be paid in the LESSOR **bank account number 0152443640500 CRDB Bank (T) Ltd, Mohamedraza Azaad Pyarali.**
- 3.3 That the lessee and the lessor shall share withholding tax related to the rental payment equally (50/50) and remit the same to Tanzania Revenue Authority.
- 3.4 That a security deposit of Tanzania Shillings Three Million (3,000,000/=) is required, which is refundable at the end of lease term, provided there are no damages to the property beyond normal wear and tear.
- 3.5 That the lessor will submit the title deed to the advocate of the lessee for registration after 15 days.
- 3.6 That the lessor will submit the original lease agreement to the lessee advocate prove of payment.

4 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-

- 4.1 To pay during the term of the lease the said rent herein before reserved punctually on the days and in the manner aforesaid without any deductions whatsoever except as AGREED in this agreement.
- 4.2 To keep the interior and exterior parts of the Demised premise in a habitable condition;
- 4.3 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48 hours notice addressed to the Lessee (or immediately in case of a need) to enter for purpose of carrying out any inspection on the demised premise as the Lessor may consider to be desirable or necessary.
- 4.4 To make any alteration in the Demised premise and/ or undertake any developments suitable for the Lessee's business PROVIDED that the costs of such developments shall be borne by the lessee subject to land use conditions. In the event the land use is to be changed in order to suit the lessee's needs, such changes shall be made by the lessor at the lessee's expenses.
- 4.5 Any alternations which may affect the structure shall be made with consent in writing from the lessor however the costs will be shared by both parties depending on the nature of alternations.
- 4.6 The developments made on the demised Premise shall remain the properties of the lessor.
- 4.7 Not to permit or suffer to be done upon the demised premise anything which is in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the demised premise.

5.5 That the Lessee paying and reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained herein shall peacefully hold and enjoy the demised premise throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

6 REPRESENTATIONS AND WARRANTIES

6.1 The Lessor represents that he is the rightful registered owner of the property with full power and authority to demise to the Lessee the Demised Premises in the manner herein provided;

6.2 That each party agrees to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this agreement

6.3 Each party represents and warrants to the other that:-

6.3.1 It has full power and authority to execute delivery and perform its obligations under this agreement and no limitation on its powers will be exceeded as a result of its entering into this agreement;

6.3.2 This agreement is a legal, valid and binding obligation, and is enforceable against each party in accordance with its terms and conditions;

6.3.3 This agreement may only be varied by written instrument signed by each party.

7 TERMINATION

- 7.1 Neither party may terminate this agreement in the first ten years of the lease tenure EXCEPT by breach provided that the breach complained goes to the root of the lease agreement and PROVIDED FURTHER that the aggrieved party gives the other party three months notice of termination.
- 7.2 If the lessee terminates the agreement before the completion of 10 years lease term without good cause, the lessee will be liable to pay a penalty of 3 month's rent (9,000,000/=) to the lessor
- 7.3 That the security will only be refunded if there are no damages to the premises, and all obligations under this Agreement have been fulfilled.
- 7.4 In case business needs require, either party can give a termination notice of not less than two months.

8. COMMUNICATION AND NOTICES

Any notice, request or other communication required or permitted to be given or made under this agreement to any party must be in writing. Such notice, request or other communication may be delivered by hand to an authorized representative of the parties or shall be sent by email, postal address or any other means communicable to each party mentioned herein.

9. FORCE MAJEURE

In this clause, Force Majeure means an Act of God, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, sabotage, lightning, fire, earthquake, storm, flood, plague and explosion, government agency restraint, expropriation, intervention, or any cause whatsoever beyond the reasonable control of the person affected.

If any party to this Agreement is unable, wholly or in part, by reason of force majeure to carry out any obligation required of it under this contract, that obligation is suspended so far as it is affected during the continuance of force majeure.

As soon as possible after being affected by force majeure, the party so affected must furnish to the other party full particulars of the force majeure and the manner in which its performance is prevented or delayed. The party whose obligations under this agreement have been suspended must promptly and diligently pursue appropriate action to enable it to perform such obligations.

10. WAIVER

The waiver by either party of its rights or remedies or of any breaches by either party under this agreement shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

11. SEVERABILITY

In event that any of the provision of this Agreement or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed herein.

12. SUCCESSION AND ASSIGNS

- 12.1 Except as otherwise provided herein, the rights and obligations created hereunder shall incur to the benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;
- 12.2 Notwithstanding any provision hereof, the Lessee shall have no right to assign or transfer any of his rights herein, and no such assignment or transfer shall have any validity unless prior thereto;-
- 12.2.1 the other party consents in writing to such assignment, transfer or succession;
- 12.2.2 all amounts outstanding have been fully paid;
- 12.2.3 the proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.

13. DISPUTES RESOLUTION

- 13.1 The parties herein will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement;
- 13.2 If the parties have been unable to reach to an amicable resolution, any party may seek redress before a competent court or law within the United Republic of Tanzania.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Tanzania.

IN WITNESS WHEREOF the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing

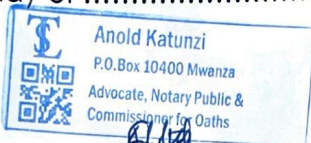
SIGNED and **DELIVERED** at Mwanza by the Said **Mohamedraza Raza Pyarali** who is Known to me personally/identified to me by ALAD PYARALI the latter being known to me personally this 15 day of OCTOBER 2024

Mohd RAZA

LESSEE



BEFORE ME.



Signature : *[Signature]*
Name : ANOLD KATUNZI
Address : 10400 MWANZA
Designation: ADVOCATE

STAMPED with the **COMMON STAMP** of **MWANZA JINYANG DAILY CHEMICAL CO. LIMITED** and **DELIVERED** at Mwanza in our presence this day of 2024



Witnessed by,

Signature : *[Signature]*
Name : wang cheng xing
Address : 1626 MWANZA
Designation : **DIRECTOR**

Signature : *[Signature]*
Name : huang guoxin
Address : 1626 MWANZA
Designation : **DIRECTOR**