

THE LAND REGISTRATION ACT (CAP. 334 RE2002)



LEASE AGREEMENT

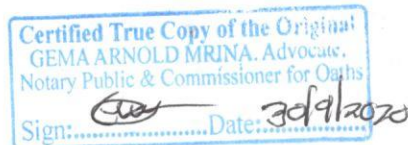
BETWEEN

SUNIL CHOHAN and HEMAU CHOHAN

(LANDLORD)

AND

RAS LOGISTIC (T) LIMITED (TENANT)



Dated this 1st day of September 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ... day of



BETWEEN

SUNIL CHOHAN and HEMAU CHOHAN of Post Office Box Number 7046, Dar es Salaam (hereinafter collectively called "the **Landlord**" which expression shall, where the context so requires Include his successor in Title) of the one party: and

RAS LOGISTICS (T) Limited, of Post Office Box Number 10981 Dar es Salaam (hereinafter called "the **Tenant**" which expression shall, where the context so requires include his Successors in Title) of the other part:

WHEREAS:

1. The Land Lord is the registered proprietor of a house particularly detailed herein (referred as leased premises) erected on the property situated at Bank Club kwa Aziz Ally area Temeke District registered with Title No. 186122/5.
2. The Lessor is desirous of letting the leased premises comprising an area of forty-three thousands one hundred and nine square meters (43109 sqm) together with the fixture and improvements erected thereon the leased premises" to the lessee and the Lessee is desirous of leasing the leased Premises from the Lessor at the rent and upon the covenants conditions and provisions herein set forth.
3. The lessor is at the moment staying and using the leased premises as his commercial premises and the likes.

WHEREAS IT IS AGREED AS FOLLOWS: -

- a) The **landlord** hereby demises unto the **Tenant** and the **Tenant** hereby agree to take the leased premises for business ward(parking) purpose described as Plot No. 39. Block ...Dar es Salaam, (hereinafter called the "**Demised Premises**"), to hold the same unto the Lessee for a term of Five (5) years commencing on 01st Sept 2020.

Certified True Copy of the Original
GEMA ARNOLD MRINA, Advocate,
Notary Public & Commissioner for Oaths
Sign:  Date: 30/9/2020

H. An

b) The rent payable under this tenancy shall be in the United States Dollars currency which shall be Three Thousand Only USD (Usd. 3000.00) per month, paid in 6 months' advance (Usd. 18,000/-) as for 1 installment and the 2nd installments shall be paid upon expiration of the 1st 3 months from the tale of signing this contract, inclusive of all Government Taxes shall be paid in full upon execution hereof.

c) The rent payable for the Second six months shall be negotiated by the expiration of the first term.

d) The lessee shall personally pay the 10% withholding tax to Tanzania Revenue Authority (TRA) and shall not deduct the withholding tax

e) The duration of this agreement shall be Five (5) years from the date of its commencement, and the payment term shall be on Six months' basis. And since the Lessee have made some improvements to the premises / offices which costs about 25 Millions Tanzania shillings, then if the Landlord terminates the contract before the expiry of its duration and without any reason, he shall reimburse to the Lessee the amount incurred by the Lessee as the cost for improvement of the premises.

f) If the Lessee terminates this agreement before the expiry of its duration which is Five (5) years without any reason, he shall pay to the Landlord the amount equivalent to payment of six months' rent.

g) The Lessee shall pay for the six month rent in advance to the Landlord, failure of which shall render him to incur all tax penalties as a result of delay in payment.

h) The Lessor shall have the right to terminate this lease prior to the expiry of the term upon giving thirty (30) days' notice in writing to the Lessee of such period as may be agreed by lessor. The Lessee shall be entitled to refund of any advance rent payment paid by the Lessee to the Lessor for any period of the termination date.

1. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follow

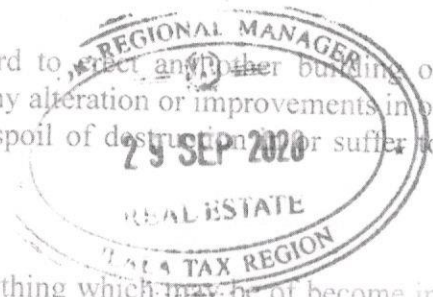
- 1) To pay the said rent at the time and in the manner hereinbefore expressed without prior demand by the Landlord and without any deductions whatsoever other than those required by laws of the United Republic of Tanzania and those mentioned in 4(a) below.
- 2) To pay for and discharge all bills in respect of water, electricity, sewages, telephone (if applicable), and any refuse collection charges on the demised premises and for conservancy. (Provided that the aforementioned are initially cleared by the Landlord at the commencement of the lease or may be later deducted by the Tenant from the Landlord should they not be cleared from the start of the lease period).



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- 3) To keep the Interior of the premises hereby let and any additions thereto Including windows, locks, floors and all interior fittings in tenantable repair (reasonable wear and tear expected and accepted) and to bear the expenses for maintenance of the interior of the said demised premises from time to time.
- 4) Not without prior written consent of the Landlord to erect any other building or structure upon the demised premises nor to make any alteration or improvements in or addition thereto nor commit or suffer any waste, spoil of destruction or suffer to drains, appurtenance fixtures or any fittings thereto.
- 5) Not to allow in or about the demised premises anything which may be of become in sanitary or a danger to health and in particular not to allow any permanent stagnant water or other breeding place for mosquitoes in the demised premises or any part thereof.
- 6) To permit the Landlord and respective agents and others authorized by him at all reasonable time, to enter upon and vie the state of the demised premises and within three (3) months alter the Landlord shall have given to the Tenant a notice in writing of any defects, decays or want of repair required thereon in accordance with the covenants herein contained well and substantially to repair and make good the same.
- 7) Not to do on the demised premises or any part thereof any act or thing which may cause annoyance or nuisance to other occupiers and neighboring property.
- 8) To use the demised premises for commercial purposes only and not for any illegal and or unauthorized purposes.
- 9) Not without the prior consent in writing of the Landlord assign sublease mortgage or otherwise part with possession of the demised premises or any part thereof.
- 10) Not to do or permit to be done any act whereby the policy of insurance on the demised premises against damage by fire or earthquake may become void.
- 11) To yield up the demised premises with the fixtures and fittings at the expiration of the lease term in tenantable repair and condition in accordance with covenants herein contained.



2. THE LANDLORD COVENANTS WITH THE TENANT as follows

Certified True Copy of the Original
 GEMA ARNOLD MRINA, Advocate
 Notary Public & Commissioner for O.
 Sign: *[Signature]* Date: 30/9/2020

[Handwritten signature]

[Handwritten signature]

a) To pay all rate, taxes, assessments and other outgoings that shall become payable for or in respect of the said demised premises except those payable by the Tenant under clause (2).

b) To repair and maintain the exterior and structures of the demised premises including demolishing from the demised premises, the wooden structure and the ready for occupation by the Tenant.

c) To ensure that the Tenant paying rent hereby reserved, observing and performing the several covenants and stipulations herein contained or implied, shall peacefully and quietly possess and enjoy the demised premises during the term created without any interruption for or by the Landlord or any person rightfully claiming from or under him or any person claiming through or under or in trust for the Landlord.

d) The Landlord has all legal right to lease the demised premises to the Tenant for the use indicated above.

e) The Landlord will endeavor to adequately insure the demised premises and does not hold the Tenant in any way responsible for same except in the case of willful and deliberate damage by the Tenant.

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT

a) If and whenever any covenant on the Tenant's part herein contained shall not be performed or observed then it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised premises or any part thereof and then this Lease shall absolutely determine but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.

b) Any dispute or difference as shall arise as to any act or anything failing to be performed, by either the Landlord or Tenant, shall be referred to arbitration for decision and failing that to Courts of Tanzania, under the Governing Laws of Tanzania.

c) Any notice under this Lease shall be in writing and any notice to the Tenant shall be sufficiently served, if left addressed to him on the said premises or served to him by registered post and any notice to the Landlord shall be sufficiently served if sent to him by registered post or personally served.



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At the expiration of the lease or during continuance thereof, the Tenant shall have the option to renew the lease of the demised premises on terms and price to be agreed by the landlord and Tenant, upon either party giving a three months' notice of such intention.



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

SIGNED and DELIVERED by the said, who is known to me/identified to me by latter being known to me personally this day of 2020.

[Handwritten signature]

1st Land Lord the

SIGNATURE: SUNIL CHOCHAN
NAME: *[Signature]*
ADDRESS: Box 7046
QUALIFICATION: M.D.

STAMP DUTY
Tds: 831,240/= Collected
998420063013
Receipt No: Date: 29/09/2020
[Signature]
Regional Manager-Hala Tax Region

SIGNED and DEUVERED by the said who is known to me/identified to me by the latter being known to me personally this day of 2020.

[Handwritten signature]

2nd Land Lord

SIGNATURE: HEMAL CHOCHAN
NAME: *[Signature]*
ADDRESS: 7046 DSM
QUALIFICATION:

SIGNED and DELIVERED by VIJAY NAIR for and on behalf of the said RAS LOGISTICS who is known to me/identified to me by -----that latter being known to me personally this day of 2020.
FASLO RO Box 10981 the latter

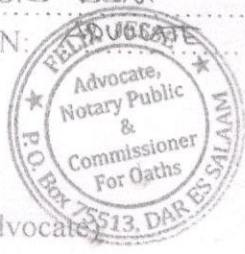
Certified True Copy of the Original
GEMA ARNOLD MRINA, Advocate,
Notary Public & Commissioner for Oaths
Sign: *[Signature]* Date: 30/9/2020




SIGNATURE: *[Signature]*
Director

TIP: 100-144-433.
Duty: 360 USD ≈ 831,240 Ksh.
VHT: 1800 USD ≈ 4156200 Ksh.

NAME: FELIX JESSE
ADDRESS: 75513 DSM
QUALIFICATION:



DRAWN BY: -
FELIX JESSE (Advocate)
P.O. Box 75513
+255754216163
DAR ES SALAAM.

Certified True Copy of the Original
GEMA ARNOLD MRINA. Advocate,
Notary Public & Commissioner for Oaths
Sign:  Date: 30/9/2000