

LEASE AGREEMENT

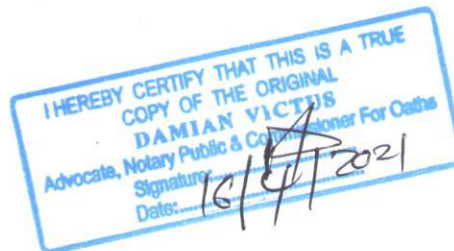
This Agreement is made this 13th day of September 2020 between **Surinder Singh Babhra**, whose Postal Address is P.O. Box 777 Dar es Salaam (hereinafter referred to as the Lessor) of the one part and **Emporio Tiles Tanzania Ltd** whose Postal Address is 77943 DSM, Plot No 21, New Bagamoyo Road, Morocco Area (hereinafter referred to as the Lessee) of the other part

- A. WHEREAS the Lessor is the lawful owner of all that Property located on 21/24 Mapinduzi Street, Gerezani Industrial Area and that he desires to lease part of the said premises to the Lessee (hereinafter referred to as the demised premises) for the purpose of warehousing.
- B. WHEREAS the Lessee has presented themselves to the Lessor as having the capacity, desire and intention to lease part of the demised premises at an agreed consideration, and upon the terms and conditions hereinafter set forth.
- C. This contract is Valid from 01st October 2020 to 31st September 2025

NOW THEREFORE:

It is hereby agreed by and between the parties hereto as follows

1. The Lessor agrees to make available to the Lessee for exclusive use of the premises for a lease term of 5 Calendar years at a consideration of USD 1,000 per month equivalent in Tshs as per the amount on the Invoice
2. On the commencement of the agreement, Six months' rent is payable and the same manner of payment shall be effected on the Month before the expiration of the Six Months', so biannually.
3. The Lessor commits to make the demised premises Tenantable, free from any leaks of rain water, plaster all unnecessary holes in walls, repair the damaged part of the floor, any other minor renovations that may be agreed by the Lessor including making a drainage which carries water out from the common area so no water may park during rain
4. If the rent hereby reserved shall be in arrear for a period of thirty days, then the Lessor shall repossess the demised premises and stop operations until settlement is observed.
5. Withholding tax of 10% is the Lessor's obligation
6. The Lessor further agrees to permit the Lessee to peacefully and quietly possess and enjoy the demised premises during the duration of the lease.
7. The Lessee will during the continuance of the said tenancy keep the demised premises in good and tenantable repair and will permit the Lessor and his agents with or without workmen or others at all reasonable times with a prior notice to enter the demised premises and inspect the condition thereof.



8. The Lessee has further informed of his intentions of making structural changes, changing rooms and decorative changes (including office area) in the demised premises, which will be borne by the Lessee.
9. The Lessee shall NOT ERECT NOR DEMOLISH any permanent structure without the consent of the Lessor in writing. The lessor will be responsible for any major repairs that will be required by force majeure.
10. All bills concerning Electricity, Water, Security, Minor renovations and other daily costs shall be incurred by Lessee.
11. Notwithstanding paragraph 3 above, the Lessee shall not use the premises in a manner leading to public nuisance and/or contrary to the Laws of the Land. With all fitting and fixtures thereto belonging to the Lessor.
12. The Lessee will on the determination/expiration of this lease deliver possession of the demised premises to the Lessor in a good tenantable condition and free from any arrears in respect of but not limited to Water, Electricity, Refuge and Security.
13. The Lessee retains the right to terminate this Agreement upon issuance of a 3months notice in writing and the Lessor retains the right to terminate this Agreement upon issuance of a 6months notice in writing.

WHEREFORE the Parties have put their hands on this Agreement as follows:

SIGNED and DELIVERED at
Dar es Salaam by the said
Surinder Singh Babhra
This 13th day of September 2020

Surinder Singh Babhra

SIGNED and DELIVERED at
Dar es Salaam by the said
Emporio Tiles Tanzania Ltd
this day 13th of September 2020

STAMP DUTY
15007= Collected
16824901 19/09/2020
Lessor

LESSEE **MOHAMMED SHARIEF P**
Mohammed Sharief P

Witness:
Name: *Surinder Singh*
Address: *P.O. Box 20572 Dar*
Signature: *[Signature]*
Qualification:



20/09/2020

**ADDENDUM TO THE LEASE AGREEMENT BETWEEN SURINDER SINGH BA BHRA
AND EMPORIO TILES TANZANIA LIMITED, ON THE LEASED PART OF THE
PROPERTY LOCATED AT 21/24 MAPINDUZI STREET, GEREZANI INDUSTRIAL
AREA.**

THIS AGREEMENT is made on the 1st day of October, 2020.

BETWEEN

SURINDER SINGH BABHRA an adult natural person of P.O Box 777 Dar es Salaam, Tanzania of the one part AS ELABORATED IN THE LEASE AGREEMENT;

AND

EMPORIO TILES TANZANIA LIMITED, having its registered office at Plot No. 21, Morocco Area, New Bagamoyo Road, and P.O. Box 77943 Dar es Salaam, Tanzania of the other part AS ELABORATED IN THE LEASE AGREEMENT;

WHEREAS as per the terms of the lease agreement, the parties hereby agree that the monthly rent payable by the Lessee to the Lessor starting 01st October, 2020 shall be **United States Dollars One Thousand Two Hundred and Fifty (1,250 USD)**

The parties hereby agree to the following:-

1. That by signing this addendum both parties agree to amend the rent payable to **United States Dollars One Thousand Two Hundred and Fifty (1,250 USD)** starting 01st October, 2020.
2. That by signing this deed both parties agrees that the said amount shall be paid as per the terms of the lease agreement.

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

For the Lessor:

Name: SURINDER SINGH BABHRA
Signature: [Signature]
Designation: _____

For the Lessee:

Name: MOHAMMED SHARCEF
Signature: [Signature]
Designation: DIRECTOR

