

THE LAND ACT 1999
Act No. 4 of 1999

LEASE AGREEMENT

DATE AND PARTIES

THIS LEASE AGREEMENT is made on the day of April 2021 between: -

- (1) **COLOUR PRINT (TANZANIA) LIMITED** formerly of P.O. Box 108 and lately of P.O. Box 76006, Dar es Salaam ("the Landlord") and
- (2) **NIARA LIMITED** of P. O. Box 77914, Dar es Salaam ("the Tenant")

DEFINITIONS

1. In this Agreement the following terms shall have the following meanings:

'Commencement Date' means 01st MAY 2021

'Permitted Use' means the use of the Property for light industrial service within the meaning of use Group M Use Class (a) of the Town and Country Planning (Use Classes) Regulations CAP 355 R.E 2019;

'Property' means the Property described in the Schedule and any part of it and includes all Landlord's fixtures, fittings, appurtenances and equipment on the Property on commencement of this Lease;

'Rent' means the rent of:

(1) United States Dollars Six Thousand Eight Hundred and Fifty (USD 6,850) per month for the period 01st May 2021 to 31st October 2021; and

(2) United States Dollars Eight Thousand (USD 8,000) per month for the period 01st November to 30th April 2025;

'Service Channels' means all facilities for the supply of drainage, water, electricity, telecommunications and other services

including cisterns, sewers, pipes, drains, wires, cables, ducts, and aerials;

'Term' means Four (04) years from 01st May 2021 to 30th April 2025.

LETTING AND RESERVED RIGHT

- 2.1 The Landlord lets and the Tenant takes the Property in its existing state and condition at the Rent and on the terms set out in this Agreement.
- 2.2 The Landlord shall reserve the right to occupy without charge one designated Car Parking Space and the exclusive use of one Toilet Facility and to have free and uninterrupted access to the said Car Parking Space and Toilet by using the Gate between the Property and the Landlord's adjoining Property.

COMMENCEMENT

3. This Lease starts on the Commencement Date and shall remain in force for the Term.

QUIET ENJOYMENT

4. The Landlord agrees that if the Tenant pays the Rent payable under this Lease and complies with all its obligations under it, the Tenant may quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord.

RENT

- 5.1. The Tenant shall pay upon execution of this Lease a deposit equivalent to three months rent; and
- 5.2 The Tenant shall pay the Rent for the initial six months in advance upon execution of this Lease Agreement and thereafter monthly in advance for the remainder of the term to the Landlord's bank account specified on the Rent Invoice.

PAYMENT OF OUTGOINGS

- 6.1 The Tenant shall pay all charges for all electricity, telecommunications and others services supplied to or used at the Property during its occupation of the Property and

compensate the Landlord in full on demand for any liability for them.

- 6.2 The Tenant shall pay one-half (50%) share of the monthly DAWASA prescribed charges for the bore hole (well) for the supply of water to the Property and the Landlord's adjoining Property.
- 6.3 The Tenant shall provide proof of payments under Clauses 6.1 and 6.2 to the Landlord as and when required to do so by the Landlord.

VAT AND TAXES

- 7.1 The Tenant shall pay VAT and taxes including any withholding or income tax that may be charged on the Rent.
- 7.2 The Landlord shall pay Annual Land Rent and Property Tax in respect of the property.

TENANT TO MAINTAIN PROPERTY

- 8.1 The Tenant shall keep the Property and Service Channels in good and tenantable repair (except for reasonable wear and tear and accidental fire and other damage).
- 8.2 The Tenant shall replace from time to time the Landlord's fixture and fittings in the property that are beyond repair at any time during or at the end of the Term.
- 8.3 The Tenant shall keep all open land at the property adequately surfaced, in good condition and free from weeds and must keep all landscaped area properly cultivated.
- 8.4 The Tenant shall not store anything on the open land or to bring anything onto it that is or might become untidy, unclean, unsightly or in any way detrimental to the Property or the area generally.
- 8.5 The Tenant shall paint the outside and inside of the Property during the last year of the Term with a good and reasonable standard of decorative finish.

ADDITIONS TO AND ALTERATION OF PROPERTY

9. The Tenant shall not damage the Property nor change the use of the Property or commit any waste on it. Any addition or alteration of the Property by the Tenant can only be carried out



by the Tenant with the prior written approval of the Landlord and not otherwise. The Landlord's approval may not be unreasonably withheld or delayed.

INSURANCE

- 10.1 The Landlord shall keep the Property only (and not the Tenant's Business, fixtures, fittings, stocks and raw materials) insured against loss or damage by fire, flood, liabilities to third parties and other risks normally insured under a comprehensive insurance policy and in case of destruction or damage of the Property by fire (unless the insurance money becomes irrecoverable through any act, default or omission of the Tenant) to rebuild and reinstate it as speedily as possible.
- 10.2 If and whenever during the Term the Property or any part of it is damaged or destroyed by any of the insured risks so that it becomes unusable for the Permitted use and PROVIDED the damage or destruction has not been caused by the act, default or omission of the Tenant, then the rent or a part of it shall be abated according to the nature and extent of the damage or destruction until the Property is rebuilt and reinstated for the Permitted use.

USE

- 11.1 The Tenant shall not use the Property except for the Permitted Use.
- 11.2 The Tenant shall not use the Property for any offensive, noisy, dangerous, illegal, immoral or improper use.

UNDERLETTING OR ASSIGNMENT

- 12.1 The Tenant must not assign, sublet or otherwise share or part with possession of the whole or any part of the Property without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.
- 12.2 A change of Shareholding of the Tenant will be construed as alienation and parting of possession of the Property and will only be permitted if approved in writing by the Landlord.

RE-ENTRY AND EARLY TERMINATION

- 13.1 This Lease comes to an end if the Landlord terminates it which

the Landlord is entitled to do whenever any payment of Rent is Forty Two days overdue, even if it was not formally demanded, or the Tenant has not complied with any of the terms of this Lease.

- 13.2 The Tenant shall compensate the Landlord in full on demand for all loses, claims, damages or liability suffered by the Landlord as a result of any breach, non-observance or non-performance by the Tenant of its several covenants and obligations under this lease.
- 13.3 After the First Anniversary of the Term and not before, either the Landlord or the Tenant may terminate this Lease Agreement without reason by giving three (03) months written notice to the other.

STATUTORY OBLIGATIONS

- 14.1 The Landlord and the Tenant shall comply in all respects with the requirements of any statutes and any other obligations imposed by Law or by any byelaws applicable to the Property or the Tenant's Business.
- 14.2 Without prejudice to the generality of clause 14.1, the Tenant shall execute all works and provide and maintain all arrangements on or in respect of the property or the use to which it is being put that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or Court of competent jurisdiction, regardless of whether the requirements are imposed on the Landlord, the Tenant or any other person.

ENTRY TO INSPECT, NOTICE TO REPAIR AND WORKS TO BE CARRIED OUT

- 15.1 The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:
- 15.1.1 to enter the Property to ascertain whether or not the covenants and conditions of this Lease have been observed and performed;
- 15.1.2 to view the state of repair and condition of the Property;
- 15.1.3 to give the Tenant or leave on the Property a notice to repair specifying the works required to remedy any breach of the Tenant's obligations in this Lease as to the repair and condition of the Property;

15.2 The Tenant must carry out the works specified in a notice to repair immediately;

15.3 If within one month of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it, the Tenant must permit the Landlord to enter the Property to execute the outstanding work, and must within 14 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs.

END OF LEASE

16.1 At the end of the Term the Tenant must yield up the Property with vacant possession decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the property to the Landlord, remove Tenant's fixtures and fittings if requested to do so by the Landlord and remove all signs erected by the Tenant on or near the Property, immediately making good any damage caused by their removal.

16.2 The Landlord shall not be required to compensate the Tenant for the Tenant's fixtures and fittings or for all improvements undertaken by the Tenant at the property.

OPTION TO RENEW

17.1 If the Tenant intends to renew the Lease upon expiry of the Term of this Lease it shall give written notice to the Landlord not later than 01st February 2025 of the Tenant's intention to enter into a new Lease Agreement of the Property.

17.2 The new Lease Agreement shall commence on 01st May 2025 and shall be upon the same terms as this Lease Agreement SAVE for the amount of Rent payable which the Landlord and Tenant will mutually endeavour to agree. In doing so, the Landlord and Tenant will endeavor to agree the market rent prevailing as at 01st February 2025 for similar Properties and any increase in rent for the New Lease Agreement shall be capped to a maximum monthly rent of Eleven Thousand United States Dollars (USD 11,000). If no agreement is reached between the Landlord and the Tenant on the amount of Rent for the new Lease Agreement by 31st March 2025 at the very latest, then this Clause for renewal shall not apply and this Lease Agreement will terminate on 30th April 2025.

17.3 Any new Lease Agreement will be for a further Term of Eight (08) years and will contain a provision for Rent Review on the fourth (04th) anniversary of the Term of the new Lease Agreement.

OPTION TO BUY

18.1 In the event the Landlord decides to sell the Property at or before the end of the Term, the Landlord agrees to give to the Tenant the first right of refusal to buy the Property before selling it in the open market.

18.2 The Landlord and Tenant will use their best endeavours to agree the Sale Price and other Terms for the sell of the Property. If no agreement is reached between the Landlord and the Tenant in respect of the Sale Price and other terms within thirty (30) days from the date the Property is offered for sell by the Landlord to the Tenant then this clause relating to option to buy shall not apply and the Landlord will be at liberty to sell the Property in the open market or as the Landlord pleases.

APPLICABLE LAW

19. This Lease Agreement and the parties rights and obligations under it shall be governed by the Laws of the United Republic of Tanzania.

SCHEDULE

All that land, buildings and development on Plot No. 50 Port Access Road Industrial Area, Mabibo, Dar es Salaam City.

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IN WITNESS WHEREOF the Landlord and the Tenant have executed this Agreement the day and year first above written.

Sealed with the Common Seal of)
COLOUR PRINT (TANZANIA) LIMITED)
and delivered in the presence of)
us this day of April 2021)



x Signature : [Handwritten Signature]

Name : SAFDERALI KHIMJI

Address : PO Box 76006 D/M

Qualification : Director

x Signature : Zainab S Khimji

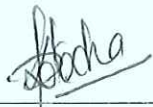
Name : ZAINAB SAFDERALI KHIMJI

Address : PO Box 76006 D/M

Qualification : Director

Sealed with the Common Seal of)
NIARA LIMITED and delivered)
in the presence of us this)
day of April 2021)



Signature : 

Name : PAYAL KOTECHA

Address : P.O.Box 77914
DARESSALAAM, TANZANIA

Qualification : Director

Signature : 

Name : NARENDRAKUMAR. VISANI

Address : P.O.Box 77914
Darassalaam, Tanzania.

Qualification : Director

Drawn by:



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