

## LEASE AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of October 2021 BETWEEN RIZWAN G. KANJI of P.O. Box 647, Mwanza (hereinafter called the Lessor) of the one part and M/S V.L. INVESTMENTS LIMITED of P.O. Box 10194, Mwanza (hereinafter called the Lessee) of the other hand.

WHEREAS the Lessor is desirous to lease the premises situate and being on Plot No. 536/537 Block 'B' Nyamhongolo service industry, Ilemela within Mwanza City.

AND WHEREAS the Lessor is desirous to let to the Lessee the said premises and the latter is agreeable thereto.

IT IS HEREBY AGREED as follows:-

1. That the Lessor shall lease to the Lessee the said premises for a period of **Two Years** commencing on the **01<sup>st</sup> day of November 2021** to **30<sup>th</sup> day of October 2023** at a monthly rental of **Tshs. 1,000,000/= (One Million Only)** payable in advance for One Year.
2. That simultaneous with the execution of this agreement the lessee shall deduct 10% with holding tax from the total rent and pay to the TRA receipt of which the Lessor hereby acknowledges.
3. The Lessee shall occupy and use the premises to wit (*Godown No. 1 – 20mts x 20mts – 400 Sq. mts*) for Distilling, Rectifying and blending of Spirits services/ purposes in which shall occupy only the said Godown No. 1.
4. The Lessee hereby covenants with the Lessor as follows:-
  - (a) To pay the rent as provided in this agreement;
  - (b) To keep the demised premises in a clean and sanitary condition;
  - (c) To ensure that the premises are always in good and habitable condition.
  - (d) To keep the said premises and the appurtenances thereof including doors, windows and other fixtures, fittings, sanitary and water apparatus therein in good condition during the continuance of this agreement;
  - (e) To pay charges for electricity and water bills consumed during the subsistence of this agreement;
  - (f) To pay charges, taxes, and or Government and Institutional bills relating to her business;
  - (g) To permit the *landlord and/or his agents* at all reasonable time during the day with or without workmen to enter upon the demised premises to view the condition and the state of repair and to carry out and execute the necessary repairs when necessary;
  - (h) To undertake all extension, modification, renovation to her convenience cost of which will be borne by the Lessee.
  - (i) Not to assign, sublet or part with the possession of the demised premises or any part thereof without the prior consent of the Lessor;

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- (j) Not to place or store combustive and inflammatory material in the premises.
- (k) The Lessee must take insurance cover of the property occupied and all machineries used therein
- (l) During the term of lease not to do or omit or suffer to be done or omitted to be done any matter in contravention of any statute, regulations or municipal rules for the time being in force.
- (m) To yield up the demised premises at the expiration or sooner determination of the term hereby created and to repair all broken fixtures, fittings destroyed or broken and be painted during the period of the tenancy provided herein.

5. The Lessor hereby covenants with Lessee as follows:-

- (a) To pay and discharge all existing land rent and service charges payable in respect of the demised premises.
- (b) That the Lessee performing his obligations herein shall peacefully hold and enjoy the demised premises without any interruption by the Lessor or those claiming through or under him;
- (c) That the lessor shall undertake the necessary repairs and renovations in the premises so as to render same tenable to the satisfaction of the lessee.

6. That parties hereby may terminate the tenancy at any time before expiry of this lease by giving to the other party at least One month notice before the intended date.

7. That the parties hereby reserve the option to renew the tenancy one month before expiry of this lease.

**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 or postal address of each party notified to the other.

**9. 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 of different rights, remedies or breaches in subsequent instances.

**10. 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.

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11. SUCCESSION AND ASSIGNS:

- 11.1 Except as otherwise provided herein, the right and obligations created hereunder shall inure to the benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;
- 11.2 Notwithstanding any provision hereof, neither the Lessor nor the Lessee shall have a right to assign or transfer any of its rights herein, and no such assignment or transfer shall have any validity unless prior thereto;
- 11.3 The other party has consent in writing to such assignment, transfer or succession;
- 11.4 All amounts outstanding have been fully paid;
- 11.5 The proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.

12. GOVERNING LAW:

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

13. INTEGRATED AGREEMENT:

This agreement constitutes the entire understanding and agreement between the parties.

IN WITNESS WHEREOF the parties have executed these presents in the manner and on the dates hereinafter appearing:-

SIGNED and DELIVERED by the said RIZWAN G. KANJI who is known to me personally/identified to me by \_\_\_\_\_ the latter

being known to me personally in my presence this 01<sup>st</sup> day of November, 2021.

LESSOR

*Rizwan Kanji*

Name: Vedatou Louisa

Signature: *[Signature]*

Postal Address: Box 11548, Dar es Salaam

Qualification: Advocate



SIGNED and DELIVERED by the said SOPHIA ABDI NKYA on behalf of V.L. INVESTMENTS LIMITED who is known to me personally/identified to me by Rizwan Kanji the latter being known to me personally in my presence this 01<sup>st</sup> day of November, 2021.

LESSEE

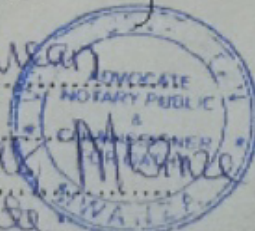


Name: Vedatou Louisa

Signature: *[Signature]*

Postal Address: Box 11548, Dar es Salaam

Qualification: Advocate



STAMP DUTY PAID

Shs: 120,000

Receipt No: 99-8414679846

03 NOV 2021

of Lease Agreement - Commercial

Signature: [Signature]

For: Regional M... ..